

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b>		<b>INVITATION FOR BID</b>	
SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>		Bidder Acknowledgement and Acceptance Form	
BID TITLE: HVAC-R SERVICES (CONTRACT LABOR)		BID NO. 22-36	
DELIVERY F.O.B. DESTINATION: All Designated Schools and Centers		ISSUE DATE: April 29, 2022 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018	
BID DUE DATE AND TIME: <u>May 20, 2022 @ 3:00 pm (EST)</u>		BID OPENING: 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#:

PROOF OF E-VERIFY PARTICIPATION ENCLOSED (REF. ATTACHMENT A, ITEM 76: ☐ YES ☐ NO

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.

**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.**

**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 in the Purchasing Department on or before the date and time specified above.**

**If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:**

**School Board of Alachua County  
District Office  
Attn: Purchasing Department  
620 East University Avenue  
Gainesville, FL 32601**

**If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Administration Building at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by telephone, email, or facsimile transmission will be considered non-responsive.**

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

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

**Bid Package:** Mark in lower left-hand corner of the envelope containing your Bid, **"IFB #22-36, HVAC-R SERVICES (CONTRACT LABOR)", TO BE OPENED AT 3:00 P.M., MAY 20, 2022.** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

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

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

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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"/>	Proof of E-Verify Participation Enclosed (see Attachment A, Item 76)	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	32-33
<input type="checkbox"/>	Bidder Questionnaire	34-36
<input type="checkbox"/>	References	37-38
<input type="checkbox"/>	Company Profile	31
<input type="checkbox"/>	Personnel Profile- HVAC-R Service Technician	31
<input type="checkbox"/>	Personnel Profile – Journeyman HVAC-R Technician	31
<b>REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (<a href="http://www.sbac.edu">www.sbac.edu</a>)</b>		

**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
<b>IFB #22-36 HVAC-R SERVICES (CONTRACT LABOR)</b>	
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 #22-36 HVAC-R SERVICES (CONTRACT LABOR)	
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 #22-36 HVAC-R SERVICES (CONTRACT LABOR)	
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
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, or anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

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

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

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

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

57. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at [www.sbac.edu/~purchase/bidop.htm](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.

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 (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
74. 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.
76. E-VERIFY: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Bidder shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Bidder shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Bidder with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Bidder shall maintain a copy of all affidavits, (iv) Bidder shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Bidder must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Bidder's E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Bidder may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



ATTACHMENT B  
GENERAL/TECHNICAL SPECIFICATIONS  
IFB 22-36  
HVAC-R SERVICES (CONTRACT LABOR) –  
ANNUAL CONTRACT

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

**1. Scope of Service:** The purpose of this IFB is to select a service provider (hereinafter “Bidder”), secure firm prices and establish a contract for the provision of heating, ventilation, air conditioning, and refrigeration (“HVAC-R”) services that are common and necessary to the operations and infrastructure of an educational facility. SBAC currently serves a population of approximately 29,000 students, located in forty-four (44) schools and centers. The District also maintains seven (07) other ancillary facility sites and approximately two hundred sixty-five (265) portable buildings. It is the intent of this contract to supplement those services currently provided by District staff.

The scope of this agreement shall require Bidder to provide qualified contract labor, on a reoccurring basis, to perform HVAC-R services pursuant to Chapter 489, Part II, F.S., as need may arise at any District facility. In brief, work shall typically involve installing, replacing, upgrading, altering, repairing, maintaining, troubleshooting, and testing various types and manufactures of interior and exterior HVAC system equipment, and components thereof, including, but not limited to: chilled water systems and related equipment; cooling towers; packaged cooling units; split system heat pumps (straight cool and self-contained); power ventilators; hot water systems; exhaust systems; cast iron sectional and tube type boilers and related equipment including unit contained controls, programmable thermostats; window/wall A/C systems; ductwork, grilles, registers and diffusers; pneumatic controls; chilled/hot water piping; rigging; air handlers; mechanical systems; unit ventilators; oil/gas furnaces; and, water pumps. Contract work shall not include the servicing of digital energy management systems.

The size and complexity of HVAC systems shall significantly vary within the District ranging from one-half (½) ton to three hundred (300) tons cooling capacity, and hydronic heating systems having up to four (04) million BTU input. The primary manufacturers of HVAC system equipment currently represented in District include, but not limited to: McQuay; Lennox; Carrier; Dectron; Desert Aire; Bard; Addison; York; and, Trane.

To a lesser degree, Bidder shall also be required to install, repair, and maintain various types of commercial refrigeration equipment used in food service operations and other school support activities including, but not limited to: ice making machines; walk-in coolers and freezers; reach-in coolers and freezers; refrigerated serving line pans; dual temperature refrigerators; milk coolers; and, food display cases. Manufacturers of refrigeration equipment currently used in the District include, but not limited to: Hoshizaki; Norlake; Randell; Victory; Delfield; and, True. As part of contract, Bidder shall be responsible for maintaining the large capacity walk-in freezer and refrigerator units located at the District’s central warehouse.

It shall be the responsibility of Bidder to provide all technical expertise, supervision, qualified labor, customary tools and equipment, transportation and other services that are necessary for the proper execution and completion of the required work. Bidder shall have the ability to provide timely expert consultations to correctly analyze any complex equipment issues. Orders for service shall be made on an “as needed” basis throughout the term of contract and shall require service response at any school/support facility within the District. It is anticipated that work shall significantly vary in scope, size, and duration, and may be scheduled on an infrequent basis. Due to safety and accessibility concerns, work may be scheduled, at the sole discretion of District, after normal facility operating hours, including weekday evenings and weekends. In the event of an emergency, Bidder shall have the capability to provide qualified personnel, with appropriate tools and equipment, within the time limits as specified herein. All work performed shall be billed to the District based on established hourly labor rates.

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

## 2. Tentative Bid Schedule:

▪ April 29, 2022 .....	Invitation for Bid Issued
▪ May 9, 2022 .....	Last Day to Submit Questions
▪ May 20, 2022 .....	Bid Due Date
▪ June 07, 2022 .....	Planned Award Date
▪ June 08, 2022 .....	Commencement of Services

**3. Questions:** Any inquiries, questions and requests for clarification of the IFB document shall be directed in writing to Lauren Ryan, Senior Buyer via email ([ryanln@gm.sbac.edu](mailto:ryanln@gm.sbac.edu)) or facsimile (844 269-9018) by no later than close of business on May 09, 2022. The District shall not respond to questions received after this date. Should it be necessary to revise the IFB, such clarification or revision shall be by written addendum and posted on the Purchasing Department website. SBAC shall not be responsible for any verbal communication between any employee of the District and prospective Bidder. All addenda to the IFB shall become part of the IFB and any awarded contract. It shall be the responsibility of Bidder to visit the Purchasing Department website for any issued addenda prior to submission of Bid response. The District shall not email or send addenda directly to prospective Bidders.

**4. Award:** The District anticipates making award on the basis of a Primary (low bid) and Secondary (next lowest bid) service provider. The Primary Bidder shall be contacted first whenever work is required pursuant to the IFB. If the Primary Bidder is not able to respond and/or complete a project within the necessary timeframe, the Secondary Bidder shall be utilized, subject to the written approval of the Purchasing Department. Should the Secondary Bidder be unable to respond and/or complete a project within the necessary timeframe, the District reserves the right to acquire the services specified herein from any other source or via any other procurement method deemed by the SBAC to be in its best interest.

In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of the Bidders, including relevant expertise, experience, and capacity to perform the requirements as specified herein.

**5. Contract Term/Renewal Option:** The contract term shall be approximately two (02) years, beginning June 08, 2022, and ending May 31, 2024. The contract may thereafter be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least thirty (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon by the School Board.

**6. Contract Value:** It is estimated that the total expenditure in the District for these services for the 2021 calendar year, including materials directly purchased from contractor, was approximately \$500,000.00. 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. No volume of services is guaranteed nor implied by SBAC under this contract.

**7. Contract Management:** All day-to-day operational aspects of contract services shall ordinarily be scheduled, coordinated, and managed by designated personnel (hereinafter "District Representative") under the authority and direction of the SBAC Facilities Department. All work shall be subject to periodic review to ensure compliance with project specifications, municipal codes, time schedule, and established quality standards.

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

- A. Established Business: Bidder shall be an established firm whose sole or primary business includes the provision of HVAC-R services to commercial (business/institutional) accounts as typical in the District. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of five (05) consecutive years. Demonstration of past successful experience with commercial (business/institutional) accounts within the State of Florida, similar in scope of this contract, shall be required. Project experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;

- B. Licensures: Bidder shall be licensed to perform all services described herein within the State of Florida, and limits of Alachua County, Florida. Specifically, Bidder shall currently hold and maintain for the term of contract a Class A, Air-Conditioning Contractor license (CA) license or Mechanical Contractor license (CM) as issued by the State of Florida, Department of Business Professional Regulation pursuant to Section 489, F.S. Bidder shall advise District if license has ever been suspended, revoked, or denied renewal. It shall be the responsibility of Bidder to possess and maintain, for the life of the contract, all other permits, licenses, certificates, and approvals as required by all regulatory agencies having jurisdiction and authority under this contract.
- C. Location: It is understood that service response time is an essential part of this contract. Bidder shall be located and maintain a fully operational and staffed service dispatch facility within reasonable proximity of Alachua County limits to ensure compliance with the service time requirements as specified herein. SBAC reserves the right to waive this requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service to the District;
- D. Service: Bidder shall have at time of Bid due date, adequate organization, technical expertise, equipment, facilities, supervisory capability, qualified personnel, equipment, and technical tools of the trade to ensure competent, prompt, and efficient service on a District-wide basis in support of this contract. Specific qualification criteria as appropriate to personnel, service, and equipment is further delineated herein;
- E. Accounting Practices: Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilizations reports, and other data necessary as required by District.
- F. Financial Capacity: Bidder shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of contract.

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

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

**10. Omissions from the Specifications:** Reference Attachment A, "7. Silence of the Specifications": In addition...Only the best commercial trade practices are to prevail and that all specified services are performed in an efficient and timely manner in compliance with District and industry standards, and all regulatory requirements. All interpretations of this contract shall be made upon the basis of this statement.

**11. Subcontractors:** Reference Attachment A, "49. Subcontracts": In addition...Bidder shall not subcontract any portion of the work as described herein. All contract services shall be performed by Bidder's employees under its direct supervision. Should it be necessary to subcontract any specialized services that are not customarily provided by HVAC-R contractors in the service trade, it shall be the responsibility of Bidder to identify sub-tier contractor on Work Proposal and receive written approval from District Representative prior to commencement of services. The District reserves the right to reject to reject said sub-tier contractor based on not meeting qualification criteria, or who has preciously failed in the performance of similar contract, or who is not in the position, in District's opinion, to perform the specified services in a satisfactory manner.

Bidder shall be held directly responsible and liable for the actions of all sub-tier contractors and the actions of sub-tier contractors' employees. The sub-tier contractor shall be equally responsible for meeting all specified requirements of this contract including maintaining all insurance as required herein. All subcontracted services that have been approved by District shall be billed by Bidder at net cost. Bidder may charge an additional amount, as cover for overhead and profit, not to exceed fifteen percent (15%) of sub-tier contractors billable total. The invoice shall clearly show

description of services, cost, and percent mark-up cost. A copy of sub-tier contractor's invoice shall be submitted with Bidder's invoice. Payment for sub-tier contractors' services shall be made directly to Bidder.

**12. Large Projects:** For projects estimated to cost between \$25,000 and \$50,000, based on current Bid unit prices, SBAC reserves the right to solicit written quotations from one (01) or more other service providers deemed qualified by District, with award being made to the low, responsive and responsible Quoter. No single project estimated to cost over \$50,000 shall be performed under this contract. Per Board Policy 6322, no single project for both furnishing equipment and labor estimated to exceed \$75,000 shall be performed under this contract.

**13. Regulatory Compliance:** Reference Attachment A, "45. Regulatory Compliance": In addition...Bidder shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include the: State Requirements for Educational Facilities (SFEF); Florida Administrative Code; Florida Building Code; OSHA Safety Standards; and, the Environmental Protection Agency (EPA).

It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In addition, should there be a conflict between applicable regulations, the most stringent shall apply. Failure of Bidder to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

**14. Personnel:** Reference Attachment A, "40. Bidder Personnel": In addition...Bidder shall employ and have available an adequate number of qualified personnel capable of performing the scope of work as specified herein. The District recognizes the adverse risks of having substandard work performed and considers the expertise, experience, training, and certification of personnel a critical element of this contract. It is therefore the intent of the District to establish personnel qualifications herein that would ensure that work is performed safely, correctly, and efficiently, in conformance to industry standards and any and all regulatory requirements.

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

**15.1 HVAC-R Service Technician** shall have the knowledge, skills, and ability to correctly and efficiently perform all tasks commonly performed within the HVAC-R service industry for the position and as described herein.

Each assigned Service Technician shall meet the following minimum qualifications:

- ☐ Seven (07) years continuous and verifiable practical experience working in the HVAC-R service trade under the direct employ of a licensed HVAC contractor, of which a minimum of three (03) years shall have been working in the capacity of a HVAC-R Service Technician with specific emphasis on commercial/industrial project work. Training in the repair and service of residential and commercial HVAC systems is required. Specialized training as a chiller mechanic, pneumatic control systems specialist, hydronic systems technician, and/or commercial gas-fired boiler repair technician is preferred by the District.

Completion of a formal apprenticeship program and/or accredited college level course credits in the appropriate field of study may, at discretion of District, be substituted in part for required experience;

- ☐ Refrigerant Certification, Section 608 (or "EPA certified"), as required by Title VI, U.S. Code, Clean Air Act – 1990. Technician shall be responsible for refrigerant handling and completion of required Refrigeration Management Form for each project. Refrigeration Management Form shall be provided by District;
- ☐ Participation, completion, and certification (as applicable) of formal class training in the operation, service, and maintenance of the same or similar type HVAC-R system equipment currently used by District.
- ☐ Comprehensive knowledge of:
  - Practices, methods, materials, and skills of the HVAC-R industry;
  - Applicable rules, regulations, and codes governing work;
  - Hazards and safety precautions governing work;
- ☐ Comprehensive knowledge of, and skill in the use of tools, equipment, and materials commonly used in the service trade;

- ☐ Ability to:
  - Correctly analyze and make appropriate repairs on large HVAC-R complex systems that provide a variety of functions such as heating, cooling, freezing, humidifying, dehumidifying, cleaning, filtering, and circulating;
  - Troubleshoot DDC and pneumatic controls;
  - Understand the work from general instructions, building specification, blueprints, sketches, electrical wiring diagrams and schematics;
  - Work with minimal or no supervision;
  - Plan and lay out the installation and modification of various systems and equipment;
  - Make time and materials estimates.

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

A minimum of three (03) Service Technicians shall be available for assignment at any time under this contract. Service Technician shall be required to act in the capacity of Crew Leader when so designated.

**15.2 Journeyman HVAC-R Technician** shall have the knowledge, skills, and ability to correctly and efficiently perform all tasks commonly performed within the HVAC-R service industry for the position and as described herein.

Each assigned Journeyman Technician shall meet the following minimum qualifications:

- ☐ Seven (07) years continuous and verifiable practical experience working in the HVAC-R service trade under the direct employ of a licensed HVAC contractor, of which a minimum of three (03) years shall have been working in the capacity of a Journeyman HVAC-R Technician with specific emphasis on commercial/industrial project work.  
Completion of a formal apprenticeship program and/or accredited college level course credits in the appropriate field of study may, at discretion of District, be substituted in part for required experience;
- ☐ Refrigerant Certification, Section 608 (or "EPA certified"), as required by Title VI, U.S. Code, Clean Air Act – 1990. Technician shall be responsible for refrigerant handling and completion of required Refrigeration Management Form for each project. Refrigeration Management Form shall be provided by District;
- ☐ Participation, completion, and certification (as applicable) of formal class training in the operation, service, and maintenance of the same or similar type HVAC-R system equipment currently used by District.
- ☐ Comprehensive knowledge of:
  - Practices, methods, materials, and skills of the HVAC-R industry;
  - Applicable rules, regulations, and codes governing work;
  - Hazards and safety precautions governing work;
- ☐ Comprehensive knowledge of, and skill in the use of tools, equipment, and materials commonly used in the service trade;
- ☐ Ability to:
  - Correctly analyze and make appropriate repairs on large HVAC-R complex systems that provide a variety of functions such as heating, cooling, freezing, humidifying, dehumidifying, cleaning, filtering, and circulating;
  - Troubleshoot DDC and pneumatic controls;
  - Understand the work from general instructions, building specification, blueprints, sketches, electrical wiring diagrams and schematics;
  - Work with minimal or no supervision;
  - Plan and lay out the installation and modification of various systems and equipment;
  - Make time and materials estimates.

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

A minimum of three (03) Journeyman Technicians shall be available for assignment at any time under this contract. Journeyman Technician shall be required to act in the capacity of Crew Leader when so designated.

**15.3 Apprentice HVAC-R Technician** shall have the knowledge, skills, and ability to perform the most common and typical tasks of the trade. Apprentice shall currently be enrolled and participating in a company, educational, union or trade association sanctioned HVAC-R trade program. This shall be considered a technical position requiring knowledge of appropriate methods and application of standard trade practices.

Each assigned Apprentice Technician shall meet the following minimum qualifications:

- ☐ Two (02) years continuous, practical, and verifiable experience assisting and working under a Journeyman HVAC-R Technician;
- ☐ General knowledge of the practices, methods, sequences, devices, materials, and procedures of the service trade;
- ☐ General knowledge of, and skill in the use and care of the tools, materials, and equipment of the trade;
- ☐ General knowledge of the potential hazards and safety precautions of the work;
- ☐ Ability to:
  - Understand and follow instructions relative to the work as communicated;
  - Work independently with minimal work instruction;
  - Carry-out all work assignments diligently within time limits as reasonable expected without interruption, unnecessary delay and need for continuous monitoring.

Unless as otherwise permitted and expressly stated herein, Apprentice shall work under the direct, onsite, and continuous supervision of a Journeyman Technician. A minimum three (03) Apprentice HVAC-R Technicians shall be available under this contract.

**15.4 HVAC-R Trade Helper** shall have the knowledge, skills, and ability to perform the most common and basic HVAC related tasks. It is essential that all assigned Trade Helpers have the physical ability to perform medium to heavy work under varied and sometimes extreme climatic conditions.

Each assigned Trades Helper shall meet the following minimum qualifications:

- ☐ Minimum six (06) months continuous practical experience assisting and working in the service trade;
- ☐ General knowledge of, and skill in the operation and care of the tools, materials, and equipment of the trade;
- ☐ General knowledge of the potential hazards and safety precautions of the work;
- ☐ Ability to:
  - Understand and follow instructions relative to the work as communicated;
  - Ability to carry-out all work assignments diligently within time limits as reasonable expected without interruption, unnecessary delay and need for continuous monitoring.

Unless as otherwise permitted and expressly stated herein, Trades Helper shall work under the direct, onsite, and continuous supervision of a Crew Leader. A minimum one (01) Trades Helper shall be available under this contract.

**15.5 Project Manager:** The scope of work to be designated to a Project Manager shall include, but not be limited to, project estimation; project management for all active projects; design work; submission of itemized list of labor expenses attached to work proposal submission; management and coordination of subcontractors; acts as Bidder's representative regarding coordination of materials delivery and installation. The Project Manager will ensure that all materials installed are as specified on work proposal, and that such installation meets or exceeds industry standards. The Project Manager shall not oversee any service call work. Qualifications for Project Manager must meet or exceed those listed under section 13.1 - Service Technician. The Project Manager personnel classification may total a maximum of 5% of the total quoted hours on work proposal.

**16. Two-Man Crew:** It is anticipated that for certain projects, a two-man crew may be necessary. It is understood that additional personnel as specified herein may be assigned to Crew as needed based on size and scope of project.

**16.1 Two-Man Service Crew:** A Service Crew shall consist of one (01) HVAC-R Service Technician and one (01) Apprentice HVAC-R Technician. A minimum of two (02) Crews, excluding owner, shall be available for assignment at any time under this contract. It is understood that additional personnel as specified herein may be assigned to Crew as needed based on size and scope of project.

**16.2 Two-Man Installation Crew:** An Installation Crew shall consist of one (01) Journeyman HVAC-R Technician and one (01) Apprentice HVAC-R Technician. A minimum of three (03) Crews, excluding owner, shall be available for assignment at any time under this contract. It is understood that additional personnel as specified herein may be assigned to Crew as needed based on size and scope of project.

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

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

**18. Certification:** By submission of Bid, Bidder certifies that all assigned personnel meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. Failure of any designated personnel to currently meet any qualification criteria as specified herein may cause Bid to be declared non-responsive. The District may grant a waiver of one (01) or more specified non-regulatory qualifications based on Bidder's ability to demonstrate the proficiency and competency of noncompliant individual to the complete satisfaction of the District. SBAC reserves the right to make sole and final determination as to granting any such waiver. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties. The assignment of any personnel not meeting minimum qualifications may be deemed as a default of contract.

**19. Uniforms and Protective Clothing:** It shall be required that Bidder's personnel wear distinctive uniform clothing identifying them as Bidder's employees while on District property. In addition, Bidder shall provide any personal protective items required to safely perform work (e.g., gloves, safety glasses, etc.). At minimum, such items shall conform to all OSHA requirements and any other regulatory agency having jurisdiction and authority.

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

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

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

Violation of this provision may result in removal of individual from District site. Furthermore, Bidder may be prohibited from employing the individual in any impending work under this contract.

## 21. General Service Guidelines:

- a. **General Supervision:** Bidder shall be responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work under this contract. It shall be the sole responsibility of Bidder to ensure that services are being accomplished correctly and safely in conformance to specifications and all regulatory codes, and that progress is being made sufficient to meet each project's schedule. Bidder shall work jointly and cooperatively with District Representative to resolve any performance issues and scheduling problems. Bidder's establishment of quality control standards and a system for inspecting and correcting work deficiencies is critical to the success of contract.

The failure of the District to immediately reject any unsatisfactory work or to notify Bidder of such deficiencies shall not relieve the Bidder of any responsibilities specified herein. The cost of general supervision shall be an element of the Bidder's overhead burden in the hourly labor rates bid.

- b. **Bidder's Representative:** Bidder shall designate one (01) Account Representative to contact regarding service scheduling and other service related issues. Account Representative shall be knowledgeable and familiar with contract and shall be the liaison between the Bidder and the District on all matters pertaining thereof. Designated Account Representative shall respond to all non-emergency calls from the District requesting assistance within four (04) hours of initial contact.
- c. **Communications:** Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate work requirements and other messages during normal business hours (Monday – Friday) from approximately 7:00 a.m. to 5:00 p.m. Email may also be an acceptable form of communication. In addition, Bidder shall provide a method of communication access by which District may request emergency service response.
- d. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. 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).
- e. **Work Period:** The District's normal facility operating hours are Monday through Friday, approximately 7:00 a.m. to 5:00 p.m. However, actual hours of work shall be subject to the operating hours and accessibility of each District site based on established safety standards and potential disruption to facility. For projects scheduled a minimum of seven (07) business days in advance, the District reserves the right to extend normal operating hours to include weekday evening hours and weekends (Saturday/Sunday). Any scheduled work performed at such time shall be based on the appropriate "straight-time" hourly service rates bid. Should Bidder desire to perform work after normal facility operating hours, a request must be made and approved by the District Representative a minimum of forty-eight (48) hours prior to requested start date in order to coordinate access into the facility. Any work performed after normal operating hours at the request of Bidder shall be performed at no additional cost to the District in accordance with established hourly service rates.
- f. **Premium Time:** All unscheduled service work requested and approved by the District Representative to be performed after normal District facility operating hours (Monday – Friday, 7:00 a.m. – 5:00 p.m.), including Saturday and Sunday and legal holidays, may be considered "premium time" upon mutual agreement of the parties. Bidder shall propose "premium time" hourly rates for each personnel/service classification on Attachment C, Form of Proposal. Premium time should only reflect the additional compensation actually paid to personnel. Any work performed after regular facility operating hours without the expressed written approval of District Representative shall be based on "straight time" hourly labor rates bid. It is the intent of the District that premium time only be authorized in the event of emergency or when work is determined to be urgent and proper notification cannot be given.
- g. **Emergency Service:** It is understood that emergency service response is an essential part of this contract. Bidder shall have the capability to mobilize and respond to service calls on an emergency basis. Emergency service is defined as those activities necessary to maintain a safe environment and continue the operations of



any District facility, of which the loss would create a situation, which would adversely and unduly affect the safety, health or comfort of the facility and/or occupants, or otherwise cause loss to the District.

Bidder shall designate a representative who shall be available to receive emergency service requests after normal operating hours. In the event of an emergency, as determined by SBAC, Bidder shall acknowledge and verbally respond to District Representative's call within one (01) hour of contact. Bidder shall have the capacity thereafter to mobilize with necessary qualified personnel and equipment and arrive at any District site within two (02) hours of initial notification.

Emergency service response during normal operating hours shall be performed at no additional cost to the District, based on "straight time" hourly labor rates bid. Compensation for emergency service response after normal operating hours shall be based on "premium time" hourly service rates unless otherwise mutually agreed. All emergency service work performed after hours must be authorized by District Representative. Failure of Bidder to respond in a timely manner to any emergency request may be deemed as a default of contract. Bidder shall give first priority emergency services to the District, before, during and after a natural disaster, such as hurricane, tornado, severe storm, or flood, or any other event identified and designated as a public emergency.

- h. **Overtime:** Overtime shall be paid for all work performed for the School Board in excess of forty (40) hours per week. It shall be required that overtime be approved in advance by the District Representative. Overtime shall be based on the "premium time" hourly labor rates bid for each personnel classification. For payment of overtime, each eligible employee's job classification and time must be corroborated on the work time sheet.
- i. **Personnel Reporting:** Reference Attachment A, "40. Bidder Personnel": In addition...All assigned personnel shall report directly to each designated project worksite in accordance with established reporting time. Actual paid service time shall commence and end with the scheduled arrival and departure of personnel and equipment from worksite. Bidder shall be responsible for providing all transportation of personnel and equipment. Travel time for mobilization of personnel and equipment to and from worksite shall not be directly charged to District but considered an element of Bidder's overhead burden in the hourly service rates bid. The District shall not reimburse Bidder for any travel time.
- j. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly with the District Representative or with the appropriate authority at each District site. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. All personnel shall possess and display the SBAC issued photo ID card which shall be presented immediately upon request by District personnel. While on site, Bidder shall perform all services with a minimum amount of disruption to the normal operations of the District site. For the safety of staff and students, Bidder is cautioned to avoid performing services during periods of peak student activity.
- k. **Work Scheduling:** All services shall be coordinated and scheduled by District Representative. It is understood that the ability of Bidder to reliably provide qualified personnel and equipment is critical to the performance of this contract. As need arises for planned projects, the District Representative shall ordinarily give Bidder notice of impending work a minimum of five (05) business days prior to requested start date. However, Bidder shall have the capability to provide personnel within one (01) business days should a service order be determined "urgent" by District Representative. Specific performance time lines and completion dates shall be mutually agreeable between the parties and shall be strictly adhered to. Whenever possible, work projects shall be grouped and scheduled to maximize work hours and travel time for Bidder. Failure of Bidder to provide personnel within time requirements as specified may be deemed as a default of contract.
- l. **Site Examination:** Prior to performance of work, Bidder shall visit worksite, become familiar with the conditions under which the work is to be performed, and correlate personal observations with the job requirements as communicated by the District Representative. Bidder shall inform District Representative of any concerns or issues regarding project work at time of site examination.
- m. **Work Proposals:** Based on the site examination, Bidder shall submit a written work proposal to District Representative detailing personnel and equipment requirements, estimated hours, and appropriate hourly labor rates. Unless otherwise agreed, site examinations shall be performed and work proposal submitted within three

(03) business days of notice of impending work. The repeated failure of Bidder to submit work proposals within specified time requirements may be deemed as a default of contract.

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

Not-To-Exceed: Should work proposal be for a “not-to-exceed” amount, Bidder shall not exceed the proposed number of hours accepted by the District without prior authorization from District Representative. It shall be the responsibility of Bidder to maintain a “Work Time Sheet” (Appendix B) during performance of work. Upon completion of work, a copy of work time sheet shall be provided to District Representative and verified before any corresponding invoice(s) can be processed for payment. Payment to the Bidder shall be made only for the actual quantities of work performed in accordance with work proposal. Invoices shall include the name of personnel and labor category for the individual(s) who performed the services. Bidder shall provide work proposals at no cost to the District. All costs incurred in the preparation of work proposal including site examination shall be considered an element of Bidder’s overhead burden in hourly service rates bid.

- n. **Work Proposal Approval:** By submittal of signed work proposal, Bidder certifies that all personnel requirements, set forth therein, conform to the defined scope of work, and that the total estimated hours for all listed personnel are correct and complete. Upon receipt by the District, all work proposals shall be evaluated to determine if the scope of work has been clearly and accurately understood, estimated, and priced. Bidder shall commence work only after receipt of authorized work proposal indicating payment by P-Card, or Purchase Order. SBAC reserves the right to reject work proposal should the estimated hours or any other part thereof, in its opinion, not be reasonably consistent with scope of work. Should parties thereafter fail to reach an agreement on the requirements of work proposal, SBAC further reserves the right to solicit a written quotation from one (01) or more qualified service providers, with award of project being made to lowest price proposal. It is understood and agreed that the submittal of inflated work proposals shall be unacceptable practice regardless of intent. The rejection of any work proposal by the District on three (03) or more occasions for reasons specifically relating to excessive personnel and/or time requirements may be deemed as a default of contract.
- o. **Work Proposal Waiver:** In the event of emergency, the District may waive the requirement for a written work proposal when time is of the essence. In such case, Bidder shall be responsible for maintaining and providing a copy of work time sheet upon completion of work.
- p. **Time of Completion:** The commencement of work by Bidder shall be construed to mean acceptance of all conditions at worksite. Bidder acknowledges that time is of the essence in completing the work as specified for each project. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof, within the time specified for each project. It shall be the responsibility of Bidder to submit a written request for time extension to District Representative should it not be possible to adhere to the established schedule for any reason. The request shall then be evaluated to determine if the time extension is to be granted. Approval of time extension shall not be automatic. Repeated failure to commence and complete work within prescribed time may be deemed as a default of contract.
- q. **Progress Inspection:** The District reserves the right at any time to conduct periodic inspections of work. Bidder shall comply with all work progress notification requirements as directed by District Representative. The failure of District to perform progress inspections and immediately reject any unsatisfactory work shall not relieve Bidder of any responsibilities specified herein.
- r. **Change Orders:** The District Representative, without invalidating the work proposal, may order changes in the work, within the general scope of this contract, consisting of additions, deletions, or other revisions, with the work proposal “firm fixed-price” being adjusted accordingly. Bidder in not authorized to proceed with work without a written change order approved by District Representative.
- s. **Correction of Work:** Bidder shall promptly correct all work rejected by District Representative as faulty, defective, or failing to conform to contract or Work Proposal, whether observed before or after substantial completion of the work, and whether or not completed. Deficiencies noted shall be documented and remedy effected within three (03) business days of notification, unless additional time is required and granted by the

District Representative. It is understood that any follow up or call back work, to correct recent previous work, shall not be charged to SBAC if the work is the result of Bidder's negligence.

- t. **Final Acceptance of Work:** Upon completion of work, Bidder shall contact District Representative and make request for final inspection. District Representative shall inspect work within a reasonable time and notify Bidder of any deficiencies. Bidder shall correct all noted deficiencies within the time specified herein. Should Bidder fail to correct deficiencies in an acceptable and timely manner, the District may, after written notice of default, accomplish the work in an expeditious manner, and charge Bidder the cost of work.
- u. **Safety Measures:** Reference Attachment A, "36. Safety Standards": In addition ... Bidder shall take all necessary steps to protect the students, faculty, and general public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution.

Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work and for keeping the immediate work area secure at all times. Warning devices, hazard signs, safety tape, safety cones, and barricades shall be placed where needed as a measure of warning and protection to pedestrian and vehicular traffic. District Representative shall have the authority to immediately stop any work when conditions are deemed unsafe. Bidder shall immediately report any accidents causing injury to District Representative. Upon completion of work each day, Bidder shall secure work area and eliminate any hazardous condition resulting from its activities. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA) and Florida Department of Transportation.

- v. **Additional Safety Standards:** Bidder shall observe and comply with all safety standards as contained in the "School Board of Alachua County Safety Guide". Bidder shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite.
- w. **Asbestos:** Should any Bidder's personnel encounter materials that they suspect are embedded with asbestos, they should: (1) Stop all work at site and not disturb the area of suspicion; (2) Call the District Representative and advise of discovery; and, (3) Leave worksite until further notice subject to analysis of materials.
- x. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to ensure that District property is protected from Bidder's activities. Bidder shall be responsible for the protection of all District facilities and other improvements (i.e., vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. It shall be the responsibility of Bidder to notify District Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property.
- y. **Utilities:** Bidder shall be cognizant of, and operate with due care in the vicinity of all existing surface and underground utilities. All underground utilities shall be located and appropriately marked prior to commencement of any projects requiring excavation in compliance with Chapter 556, Underground Facility Damage Prevention and Safety Act, F.S. It shall be the responsibility of Bidder to contact Sunshine State One Call of Florida and request a locate ticket for each project as required ([www.callsunshine.com](http://www.callsunshine.com), 811, or (800) 432-4770). The cost of coordinating all activities relating to this requirement shall be an element of the Bidder's overhead burden in the hourly labor rates bid.
- z. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense.

Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost.

- aa. **Cleaning-up/Debris Disposal:** Bidder shall be responsible for scheduling periodic removal and proper disposal of all debris as a result of operations. The worksite shall be left in a safe and orderly fashion at the end of each workday. Accumulated debris shall not be allowed to create a safety hazard to student, staff, and general public. Debris shall not be burned, buried, left for a collector, or placed in a District solid waste dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. The District shall reimburse Bidder, upon submittal of paid receipt, for any waste disposal fees paid in association with such activities at a legal sanctioned private or municipal landfill. The District shall provide construction dumpsters at own expense with District Representative's approval for extensive project work. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave worksite in ready to use condition.
- bb. **Hazardous Material Storage/Disposal:** All questions regarding the storage and disposal of hazardous waste materials shall be directed to the District Representative. Bidder shall not dispose any hazardous materials in District facility refuse containers.
- cc. **Salvage:** All salvage materials, including that of questionable value, removed during any work performance under this contract shall remain the property of District. Bidder may be required to dispose unwanted salvage materials or transport materials to a District site as determined by District Representative.
- dd. **Permits:** The Bidder shall be responsible for obtaining and payment of any and all City/County permits required in the execution of work. Estimated permitting fees are to be listed as a line item on the Materials List submitted with work proposal, prior to obtaining permits. Permitting must be pulled through EH & S for all new installations and major repair work. Paid permit fees must be listed as a line item on invoice with a 0% mark up. Payment receipts for permits obtained in execution of this contract shall be submitted with invoice.
- ee. **Invoices:** Reference Attachment A, "42. Invoices". In addition...Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. At a minimum, invoices shall contain sufficient information, as required by the District, to accurately determine the extent of services provided and accuracy of billing. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied by support documentation (i.e., Work Proposal, Work Time Sheet) may cause delay of payment. Invoices shall contain, at minimum, the following information: invoice number; invoice date, date(s) of service; service location; description of services; name of personnel and personnel classification; and, number of billable hours per personnel classification. All hour times shall be rounded to the nearest quarter (1/4) hour.  
  
Bidder shall ensure that all invoices reflect correct Bid pricing and are submitted in entirety within ten (10) business days of completion of project. For large project work over an extended time period, the District Representative may authorize progress payments be made to Bidder. Invoices shall be sent via email to: [faccapitaloutlayinvoices@gm.sbac.edu](mailto:faccapitaloutlayinvoices@gm.sbac.edu). It shall be the responsibility of Bidder to identify to District Representative any charges that are unsettled at the time of submission of invoice and before closing of the project.
- ff. **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 may be deemed as a default of contract.
- gg. **Method of Payment:** It is anticipated that payment shall be made by Visa™ purchasing card after a properly prepared invoice has been received and processed. The District shall not pay invoices in advance of service (prepay). Terms for early payment may be considered by the District. The District reserves the right to issue purchase orders and make payment by conventional check method. The Purchasing Department shall work jointly and cooperatively with Bidder in resolving any delinquent payment issues.
- hh. **Final Payment:** It is agreed and understood that the issuance of final payment by the District shall constitute the closing of the project and the acceptance of final payment by Bidder shall constitute a waiver of all further claims relating to project. The making of final payment shall not constitute a waiver of any claims by the District and shall not relieve Bidder of the responsibility for negligence, defective materials, or workmanship to the extent within the period provided by law and by the warranties provided herein. SBAC reserves the right

to partially pay (short pay) invoices should reasonable justification be presented by District Representative that all project work has not been satisfactorily completed.

**22. Equipment:** Bidder shall currently possess and have readily available all service vehicles, commercial grade equipment, hand/power tools, and accessories customarily used in the HVAC-R service trade, and as necessary to adequately and efficiently perform its contractual duties. Such equipment shall include up-to-date diagnostic equipment to correctly analyze and troubleshoot all HVAC-R system equipment currently represented in the District. Unless as otherwise permitted and expressly stated on Form of Proposal, the cost of customary equipment shall be an element of hourly labor rates bid. The District shall not be charged for any customary equipment deemed, in its opinion, to be standard or essential for the scope of services as described herein, or for auxiliary equipment utilized in support thereof.

Furthermore, the District shall not be charged for any equipment down time due to failure, routine maintenance or cleaning. Any dispute concerning the interpretation of customary equipment shall be resolved by the Purchasing Department in consultation with the Facilities Department. Any such decision shall be final and conclusive. It is understood that having the necessary and operable equipment, hand/power tools, and accessories of the trade is critical to the performance of the contract. The failure of Bidder to commence or complete any project as a result of not having such equipment may be deemed as a default of contract.

**23. Specialty Equipment Rental:** In the event the scope of work requires the utilization of equipment that is customarily not provided, in the opinion of District, by HVAC-R service contractors in the normal course of work, the rental of such equipment shall be at the expense of SBAC. Any project requiring the provision of specialty rental equipment shall have the prior expressed approval of District Representative. The District shall reimburse Bidder all customary and reasonable rental fees at net cost plus (+) fifteen percent (15%). Should Bidder own and directly provide specialty equipment, reimbursement shall be based on customary and reasonable rental fees, as mutually agreed and substantiated by open market pricing. Equipment operator labor cost shall be based on the applicable hourly labor rate bid. Any other associated expense involved in the operation of the rental equipment shall be reimbursed to Bidder at actual cost. It shall be the responsibility to Bidder to submit paid receipts from the rental company and/or other vendors as condition of reimbursement. SBAC assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any equipment rented by Bidder.

**24. Materials:** SBAC shall select and provide all materials required for the proper execution and completion of work. SBAC reserves the right to purchase materials from any source or via any procurement method deemed by the Purchasing Department to be in the best interest of the District. It is recognized that under certain conditions it may be more practical and cost-effective to directly acquire materials from Bidder on a limited basis. All such materials to be acquired from Bidder shall be approved by District Representative prior to purchase and installation, and shall be limited to seven thousand five hundred dollars (\$7500.00) per project. All material purchases for any single project that are estimated to exceed \$7500.00 shall be subject to competitive quotation at the discretion of the Purchasing Department, in the time and manner that is in the best interest of the District. All materials shall be in compliance with National Electrical Code, NFPA standards and all other applicable regulatory agencies.

**24.1 Materials List:** Upon request by District Representative, Bidder shall estimate and generate a materials (take-off) list using District form "Materials List" (Appendix C) noting description, type, size, quantities, of materials necessary for the completion of project. Bidder shall be responsible to provide, in a timely manner, an all-inclusive materials list that can, without difficulty, be converted into a written quote by any specified materials vendor. The materials list shall be provided at no cost to the District with the cost of materials estimating being an element of Bidder's overhead burden in the hourly labor rates bid.

**24.2 Materials Pricing:** All materials purchased directly from Bidder shall be provided F.O.B. destination to the District worksite in the form of net cost plus (+) percentage (%) mark-up. Bidder shall indicate on Form of Proposal the maximum allowed percentage mark-up, inclusive of sales tax due, that shall be offered to the District for all categories of materials based on stated dollar volume.

For purposes of this contract, the District has established a maximum mark-up limit of twenty percent (20%). It is understood that the actual percentage mark-up may be less than indicated depending on the type and quantity of materials, and the availability of any special volume pricing. Percentage mark-up shall remain firm throughout term of contract even though materials cost may change on a periodic basis.

**25. Price:** Bid hourly labor rate to be charged SBAC for each personnel classification as listed on Attachment C, Form of Proposal. All personnel classifications must be bid; partial Bids shall not be accepted. It is the intent of the District that this be a full service contract; all services shall be performed complete. Pricing bid shall be inclusive of all aspects of services required including: supervision; labor; technical expertise; service vehicles; customary equipment, tools, and trade accessories; transportation; travel time; insurance; profit; and, any other direct and indirect cost associated with the execution and administration of the contract. No additional costs, expenses or surcharges (i.e., mileage, fuel, travel time, Visa™ purchasing card processing fee, etc.) shall be applicable to this contract unless specifically permitted herein.

Bidder shall only be compensated for productive man-hours at work site. Time spent for the transportation of personnel and/or equipment shall not be charged directly, but considered Bidder's overhead, to be included in hourly labor rates bid. No minimum hourly requirements shall be allowed as part of this contract. Unless as otherwise permitted and expressly stated herein, pricing shall be firm and fixed for the term of the contract and any subsequent renewal periods

Supplemental Services: As a supplement to contract, Bidder is requested to propose the percentage (%) mark-up to be applied to the cost of all directly purchased materials. Bidder may be required to submit their receipts verifying the cost for materials upon request to the District.

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

Supplemental Services: The mark-up (%) proposed by Bidder for the direct purchase of any materials shall not be evaluated or considered in Bid award. SBAC reserves the right to reject and negotiate proposed mark-up with the Primary and Secondary Bidders if it is deemed to be in the best interest of the District. Furthermore, SBAC reserves the right to purchase materials from any source or via any procurement method deemed to be in the District's interest.

**27. Warranty:** Reference Attachment A, "25. Condition of Product/Services": In addition...All services provided by Bidder in the performance of this contract shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and quality of services shall meet or exceed that provided to other commercial customers. Specifically, Bidder shall warrant that all workmanship conforms to project specifications and be of the highest quality, free from faults and defects, for a minimum period of twelve (12) months. Payments in full or otherwise shall not constitute a waiver of this guarantee. It is agreed and understood that all services shall be performed to the complete satisfaction of SBAC. Should any services be required to be re-performed, such services shall be completed within three (03) business days of notification at no additional expense to the District. In the event Bidder fails to correct defects within specified time, the District reserves the right to have the work remedied by other service provider. In such case, Bidder shall be liable for all costs and expenses reasonably incurred by the District.

Materials: All materials provided by Bidder in the performance of this contract shall be free from defects in materials and workmanship for a period of twelve (12) months or standard manufacturer's warranty, the greater of. Warranty shall commence upon completion of installation. It understood that Bidder shall have direct responsibility for the remedy of all manufacturer warranty issues and shall immediately resolve all matters regarding quality of materials. Should any material fail to conform to this warranty, Bidder shall repair or replace the defective materials within five (05) business days of notification by the District. Any warranty coverage exercised in this contract shall be at no cost to the District.

**28. Service Complaints:** All performance related service complaints shall be reported by District Representative 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. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of any part of this contract shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

**29. Habitual Violator:** Reference Attachment A, "47. Termination for Default": In addition...Should the District determine that the number of complaints at any project or cumulatively within the District be excessive, the Purchasing

Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (05) business days of meeting, Bidder shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department.

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

**30. Required Submittals:** To be considered for contract award, each prospective Bidder shall provide the following information with Bid response.

A. Company Profile:

- Photocopy of applicable city or county occupation license from where business resides;
- Photocopy of all applicable permits and licenses required of your company as referenced in "Bidder Qualifications";
- Description of the level and type of experience servicing commercial accounts and/or other public agencies similar in size and scope of this contract;

B. Personnel Profile: HVAC-R Service Technician

- Photocopy of current EPA Refrigerant Certification;
- Description of level and type of HVAC-R work experience;
- Description of training/education;
- Description and verification of manufacturer training certifications;

C. Personnel Profile: Journeyman HVAC-R Technician

- Photocopy of current EPA Refrigerant Certification;
- Description of level and type of HVAC-R work experience;
- Description of training/education;
- Description and verification of manufacturer training certifications.

ATTACHMENT C  
FORM OF PROPOSAL  
IFB 22-36  
HVAC-R SERVICES (CONTRACT LABOR) –  
ANNUAL CONTRACT

**Instructions:** Bid hourly labor rate for each specified personnel classification. All classifications must be bid; partial Bids shall not be accepted. Pricing bid shall be inclusive of all aspects of services required including: supervision; labor; technical expertise; customary equipment, tools, and trade accessories; transportation; travel time; insurance; profit; and, any other direct and indirect cost associated with the execution and administration of the contract. No additional costs, expenses or surcharges (i.e., mileage, fuel, travel time, purchasing card processing fee, etc.) shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, pricing shall be firm and fixed for the term of the contract and any subsequent renewal periods. Bidder shall not change, alter, or otherwise modify the Form of Proposal in any form or manner. Any modification of Form of Proposal by Bidder shall result in immediate disqualification of Bid.

#	Personnel Classification	Hourly Labor Rate
1.	<b>One Two-Man Service Crew</b> (01) HVAC-R Service Technician and (01) Apprentice Technician	
a.	“Straight Time”, M-F, 7:00 a.m. to 5:00 p.m.	\$ /per hr.
b.	“Premium Time”, M-F, 5:01 p.m. to 6:59 a.m.; Weekends and Holidays	\$ /per hr.
2.	<b>One Two-Man Installation Crew</b> (01) Journeyman HVAC-R Technician and (01) Apprentice Technician	
a.	“Straight Time”, M-F, 7:00 a.m. to 5:00 p.m.	\$ /per hr.
b.	“Premium Time”, M-F, 5:01 p.m. to 6:59 a.m.; Weekends and Holidays	\$ /per hr.
3.	<b>HVAC-R Service Technician</b> Assigned alone <u>or</u> additional to Crew	
a.	“Straight Time”, M-F, 7:00 a.m. to 5:00 p.m.	\$ /per hr.
b.	“Premium Time”, M-F, 5:01 p.m. to 6:59 a.m.; Weekends and Holidays	\$ /per hr.
4.	<b>Journeyman HVAC-R Technician</b> Assigned alone <u>or</u> additional to Crew	
a.	“Straight Time”, M-F, 7:00 a.m. to 5:00 p.m.	\$ /per hr.
b.	“Premium Time”, M-F, 5:01 p.m. to 6:59 a.m.; Weekends and Holidays	\$ /per hr.
5.	<b>Apprentice HVAC-R Technician</b> Assigned alone <u>or</u> additional to Crew	
a.	“Straight Time”, M-F, 7:00 a.m. to 5:00 p.m.	\$ /per hr.
b.	“Premium Time”, M-F, 5:01 p.m. to 6:59 a.m.; Weekends and Holidays	\$ /per hr.
6.	<b>HVAC-R Trades Helper:</b> Assigned additional to Crew as needed	
a.	“Straight Time”, M-F, 7:00 a.m. to 5:00 p.m.	\$ /per hr.
b.	“Premium Time”, M-F, 5:01 p.m. to 6:59 a.m.; Weekends and Holidays	\$ /per hr.



7.	<b>Project Manager</b> Assigned additional to Crew as needed	
a.	"Straight Time", M-F, 7:00 a.m. to 5:00 p.m.	\$ /per hr.
b.	"Premium Time", M-F, 5:01 p.m. to 6:59 a.m.; Weekends and Holidays	\$ /per hr.

### **SUPPLEMENTAL SERVICES**

**Materials:** All materials purchased from Bidder shall billed be at net cost plus (+) percentage (%) mark-up. Bidder shall input percentage (%) mark-up below for each stated dollar amount that will be offered for all categories materials subject to established maximum limit of **20%**.

#	Net Cost of Material	Mark-up
1.	≤ \$7500.00	%

---

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

Acknowledgement of receipt of addenda (if applicable):

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

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

---

## QUESTIONNAIRE:

### Contact Information

Address of facility for which personnel/equipment shall be dispatched under this contract:

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

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

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

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

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

Designated Account Representative:

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

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Information (if different then Account Representative):

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

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

### Experience

- Years in business under present name: \_\_\_\_\_
- Year is which your firm was incorporated in the State of Florida: \_\_\_\_\_
- Years performing commercial HVAC-R services in State of Florida: \_\_\_\_\_ Alachua County: \_\_\_\_\_
- Is your firm currently servicing other school districts or public agencies within the State of Florida similar to scope and size of this contract? ☐ Yes ☐ No  
If yes, list: \_\_\_\_\_  
\_\_\_\_\_

### Business Operations

- Does your firm have the ability and experience to perform all services as described herein? ☐ Yes ☐ No  
If no, list exceptions and provide explanation with Bid submittal.
- Is it your firm's intent to subcontract any part of this contract? ☐ Yes ☐ No  
If yes, provide subcontractor information with Bid submittal.
- Does your firm agree to schedule work after normal operating hours should request be made? ☐ Yes ☐ No  
Exceptions: \_\_\_\_\_  
\_\_\_\_\_
- Does your firm have the capability to respond within one (01) business day of request should a service work order be determined "urgent" by District? ☐ Yes ☐ No
- Does your firm have the capability to mobilize and respond within two (02) hours of notification in the event of an emergency? ☐ Yes ☐ No

- Is your business office staffed during regular business hours? ☐ Yes ☐ No  
State regular business hours: \_\_\_\_\_ to \_\_\_\_\_
- Has your firm received any regulatory sanctions within the last (05) years? ☐ Yes ☐ No
- Does your firm currently possess all customary service trade equipment as necessary to perform services?  
☐ Yes ☐ No

### **Personnel**

- Current number of Journeyman HVAC-R Technicians available for assignment under this contract: \_\_\_\_\_  
List each available Journeyman Technician:
1. Name (print): \_\_\_\_\_  
Total years' experience in HVAC-R service trade \_\_\_\_\_; as Journeyman Technician \_\_\_\_\_  
Date employed by Bidder: \_\_\_\_\_ Total years' commercial/industrial electrical experience: \_\_\_\_\_  
Has individual completed an HVAC-R apprenticeship program? ☐ Yes ☐ No  
If yes, list program sponsor: \_\_\_\_\_ program length: \_\_\_\_\_  
Does Journeyman Technician meet all qualifications as specified herein? ☐ Yes ☐ No  
Exceptions: \_\_\_\_\_  
EPA Refrigerant Certification: ☐ Yes ☐ No
  2. Name (print): \_\_\_\_\_  
Total years' experience in HVAC-R service trade \_\_\_\_\_; as Journeyman Technician \_\_\_\_\_  
Date employed by Bidder: \_\_\_\_\_ Total years' commercial/industrial electrical experience: \_\_\_\_\_  
Has individual completed an HVAC-R apprenticeship program? ☐ Yes ☐ No  
If yes, list program sponsor: \_\_\_\_\_ program length: \_\_\_\_\_  
Does Journeyman Technician meet all qualifications as specified herein? ☐ Yes ☐ No  
Exceptions: \_\_\_\_\_  
EPA Refrigerant Certification: ☐ Yes ☐ No
  3. Name (print): \_\_\_\_\_  
Total years' experience in HVAC-R service trade \_\_\_\_\_; as Journeyman Technician \_\_\_\_\_  
Date employed by Bidder: \_\_\_\_\_ Total years' commercial/industrial electrical experience: \_\_\_\_\_  
Has individual completed an HVAC-R apprenticeship program? ☐ Yes ☐ No  
If yes, list program sponsor: \_\_\_\_\_ program length: \_\_\_\_\_  
Does Journeyman Technician meet all qualifications as specified herein? ☐ Yes ☐ No  
Exceptions: \_\_\_\_\_  
EPA Refrigerant Certification: ☐ Yes ☐ No

4. Name (print): \_\_\_\_\_  
Total years' experience in HVAC-R service trade \_\_\_\_\_; as Journeyman Technician \_\_\_\_\_  
Date employed by Bidder: \_\_\_\_\_ Total years' commercial/industrial electrical experience: \_\_\_\_\_  
Has individual completed an HVAC-R apprenticeship program? ☐ Yes ☐ No  
If yes, list program sponsor: \_\_\_\_\_ program length: \_\_\_\_\_  
Does Journeyman Technician meet all qualifications as specified herein? ☐ Yes ☐ No  
Exceptions: \_\_\_\_\_  
EPA Refrigerant Certification: ☐ Yes ☐ No
5. Name (print): \_\_\_\_\_  
Total years' experience in HVAC-R service trade \_\_\_\_\_; as Journeyman Technician \_\_\_\_\_  
Date employed by Bidder: \_\_\_\_\_ Total years' commercial/industrial electrical experience: \_\_\_\_\_  
Has individual completed an HVAC-R apprenticeship program? ☐ Yes ☐ No  
If yes, list program sponsor: \_\_\_\_\_ program length: \_\_\_\_\_  
Does Journeyman Technician meet all qualifications as specified herein? ☐ Yes ☐ No  
Exceptions: \_\_\_\_\_  
EPA Refrigerant Certification: ☐ Yes ☐ No
- Current number of Apprentice HVAC-R Technicians available for assignment under this contract: \_\_\_\_\_  
Does each Apprentice meet all qualifications as specified herein? ☐ Yes ☐ No
  - Current number of HVAC-R Trade Helpers available for assignment under this contract: \_\_\_\_\_  
Does each Trade Helper meet all qualifications as specified herein? ☐ Yes ☐ No

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

## **References**

Provide five (05) references from commercial accounts or other public agencies within the State of Florida for project work completed within the previous two (02) years. A minimum two (02) references shall be located within limits of Alachua County.

1) Company/Organization name: \_\_\_\_\_

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

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract: ☐ Yes ☐ No

Date last project completed: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) Company/Organization name: \_\_\_\_\_

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

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract: ☐ Yes ☐ No

Date last project completed: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) Company/Organization name: \_\_\_\_\_

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

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract: ☐ Yes ☐ No

Date last project completed: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4) Company/Organization name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**Contact name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone #:** (\_\_\_\_\_) \_\_\_\_\_ **Under current contract:** ☐ Yes ☐ No

**Date last project completed:** \_\_\_\_\_ **Contract Amount: \$** \_\_\_\_\_

**Description of services provided:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5) Company/Organization name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**Contact name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone #:** (\_\_\_\_\_) \_\_\_\_\_ **Under current contract:** ☐ Yes ☐ No

**Date last project completed:** \_\_\_\_\_ **Contract Amount: \$** \_\_\_\_\_

**Description of services provided:** \_\_\_\_\_

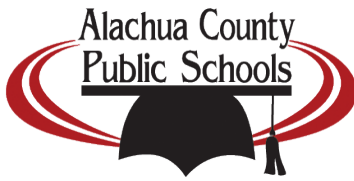
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# **APPENDIX**

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



**WORK PROPOSAL**  
 (Submit to District Representative)    ☐ Project **OR** ☐ Service  
 IFB No. **22-36**    Title: **HVAC-R SERVICES (CONTRACT LABOR)**

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

Description of Work: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

Contractor hereby proposes to furnish labor, complete in accordance with referenced IFB and the above specifications, for the following amount:  
 (Check ✓):    ☐ NOT TO EXCEED    Dollars \$ \_\_\_\_\_.  
 Time for completion: The work shall be commence on: \_\_\_\_/\_\_\_\_/\_\_\_\_, and be completed by: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Reviewed by: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_    ☐ P-Card    ☐ PO

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

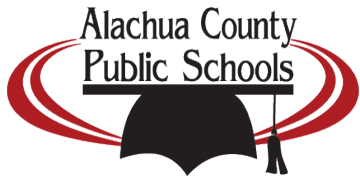
**Release for Payment:** The School Board of Alachua County has inspected the work described herein, found it to be complete in accordance with the contract, and hereby authorizes payment in full to the Contractor.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_.





**WORK TIME SHEET**  
(Submit to District Representative)

IFB No. **22-36** Title: **HVAC-R SERVICES (CONTRACT LABOR)**

#	Labor Classification (C#)		Work Location:			Ref. #	
1.	2-Man Service Crew	5.	Apprentice Tech	Contractor:			Month/Yr. _____/_____/_____
2.	2-Man Install Crew	6.	Trades Helper	Submitted By:	_____	Submitted To:	_____
3.	Service Tech	7.	Project Manager	Begin Date:	_____/_____/_____	End Date:	_____/_____/_____
4.	Journeyman Tech						

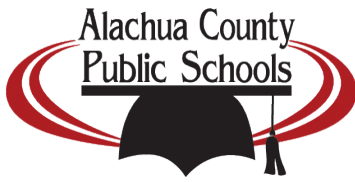
Personnel Name	C#	Total	1	2	3		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



## **MATERIALS LIST**

(Submit as Attachment to Work Proposal)

IFB No. **22-36** Title: **HVAC-R SERVICES (CONTRACT LABOR)**

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

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

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

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

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_.