

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b> SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	<b>INVITATION FOR BID</b> <b>Bidder Acknowledgement and Acceptance Form</b>
<b>BID TITLE:</b> SUN SHADE STRUCTURES AND MISC. ACCESSORIES (CATALOG DISCOUNT)	<b>BID NO.</b> 24-13
<b>DELIVERY F.O.B. DESTINATION:</b> All Designated Schools and Centers	<b>ISSUE DATE:</b> August 25, 2023 <b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (844) 269-9018
<b>BID DUE DATE AND TIME:</b> <u>September 6, 2023 @ 3:00 PM EST</u>	<b>BID OPENING:</b> Purchasing Department
A pre-bid meeting is scheduled for <b>N/A</b> . This is a <b>N/A meeting</b> .	

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

BIDDER NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #	FAX #:
BIDDER EMAIL ADDRESS:	BIDDER WEB ADDRESS:
DATE:	EIN/FEDERAL TAX ID#:

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:**

<p><b>School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</b></p>
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**If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Administration Building at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by telephone, 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 #24-13, SUN SHADE STRUCTURES AND MISC. ACCESSORIES (CATALOG DISCOUNT)**”, **TO BE OPENED AT 3:00 P.M., SEPTEMBER 6, 2023.** 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

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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	30-31
<input type="checkbox"/>	Bidder Questionnaire	32-33
<input type="checkbox"/>	References	34
<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 #: \_\_\_\_\_

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

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

**Instructions for Certification**

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
<b>IFB #24-13 – SUN SHADE STRUCTURES &amp; MISC. ACCESSORIES (CATALOG DISCOUNT)</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
<b>IFB #24-13 – SUN SHADE STRUCTURES &amp; MISC. ACCESSORIES (CATALOG DISCOUNT)</b>	
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(6),

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
<b>IFB #24-13 – SUN SHADE STRUCTURES &amp; MISC. ACCESSORIES (CATALOG DISCOUNT)</b>	
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
<b>IFB #24-13 – SUN SHADE STRUCTURES &amp; MISC. ACCESSORIES (CATALOG DISCOUNT)</b>	
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 contact 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 is has received consideration for indemnification provided herein.

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

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

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

57. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at [www.sbac.edu/~purchase/bidop.htm](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 fulfillment of all contractual obligations hereunder, 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.
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 contact, transfer, at no cost, to SBAC all public records in possession of Bidder or keep and maintain public records required by SBAC to perform the service. If Bidder elects to transfer all public records to SBAC upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.

65. NONACADEMIC COMMODITIES AND SERVICES: In accordance with §1010.04 Florida Statutes, SBAC has reviewed the purchasing agreements and state term contracts available under §287.056 Florida Statutes for the nonacademic commodities or contractual services described in this IFB. This review requirement does not apply to commodities or services eligible for reimbursement under the federal government's E-rate program, which is administered by the Universal Service Administrative Company.
- ITEMS 66-74 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).
66. COPELAND "ANTI-KICKBACK" ACT: All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") on all federally funded contracts exceeding \$2,000. The Act provides that each Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SBAC will report all suspected or reported violations to the Federal awarding agency.
  67. DAVIS BACON ACT (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding \$2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.
  68. CONTRACT WORK HOURS & 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).
77. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SBAC is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Bidder agrees that it is not providing SBAC with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, Bidder certifies its compliance with this provision. The Bidder shall pass these requirements down to any of its subcontractors funded under this Agreement. The Bidder shall notify SBAC if the Bidder cannot comply with the prohibition during the performance of this Contract.



78. DOMESTIC PREFERENCES FOR PROCUREMENTS: (2 CFR §200.322): As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes,

from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ATTACHMENT B  
GENERAL/TECHNICAL SPECIFICATIONS  
IFB 24-13  
SUN SHADE STRUCTURES & MISC. ACCESSORIES (CATALOG DISCOUNT)

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

**1. Scope:** The purpose of this IFB is to solicit multiple sources of supply and establish a term contract for the purchase, delivery, and installation of sun shade structures and other miscellaneous outdoor accessories that are common and necessary to the operations of an educational facility including, but not limited to: sun shades and other miscellaneous outdoor accessories. Playground structures and equipment are not included. SBAC currently serves a population of approximately 30,000 students, located in forty-four (44) schools and centers.

It is the intent of this contract to document the terms of purchase for each Bidder and to secure the most favorable educational discount prices available commensurate with the District’s potential purchasing volume. Orders for sun shades and miscellaneous outdoor accessories (or “product”) shall be made on an “as needed” basis throughout the term of contract and shall vary significantly in scope and volume relative to task. It is anticipated that the contract shall be used for both replacement purchases and construction and renovation projects. Bidder shall provide all technical expertise, supervision, labor, delivery and other services that are necessary for the proper execution and performance of the contract. By submission of Bid, Bidder agrees to extend established contract discount(s) and provide service response to all schools, centers, and departments within the District (hereinafter “District site”).

**2. Tentative Schedule:**

- August 25, 2023..... Invitation for Bid Issued
- August 31, 2023..... Last Day for Submittal of Questions
- September 6, 2023..... Bid Due Date
- September 19, 2023..... Planned Award Date
- September 20, 2023..... Commencement of Services

**3. Basis for Award:** In order to meet the needs of each District site, and in the best interest of SBAC, award shall be made, at the discretion of the Purchasing Department, to those responsive and responsible Bidders who comply with the following conditions as listed in descending order of importance:

- A. Offers one (1) or more categories of products that are suitable for general educational use, and meet the specific needs and quality standards of the District;
- B. Offers a competitive fixed discount that results in favorable net delivered pricing to the District;
- C. Utilizes and distributes a published catalog, descriptive price lists, electronic catalog and/or online catalog website for proposed product categories;
- D. Provides the level of service required by District in regards to product sales expertise and support, professional installation, delivery time, order processing, and audit pricing verification;
- E. Utilizes a method whereas the net delivered price, applicable to delivery method and discount offered, is easily derived and verifiable from a documented and readily available published source;
- F. Accepts official District purchase orders and District’s Visa™ Purchasing Card;
- G. Accepts and complies with all terms and conditions of this IFB.

The District may consider other criteria during the Bid evaluation process including past performance, pricing stability, and any noted exceptions or deviations from Bid specifications. Award shall not be made to Bidders who utilize third party catalogs or otherwise do not have the capacity to perform the requirements of the contract. Bidders who make it standard business practice to “call for pricing” or do not have the means to verify pricing shall not be considered. SBAC reserves the right to make sole and final determination to accept or reject any Bid or part thereof that in its judgment will be in the best interest of the District.

No award shall be made to Bidders who, in the opinion of the District, do not offer products of any useful or economic benefit or have the capacity to perform the requirements of the contract. SBAC reserves the right to make sole and final determination to reject or accept any Bid or part thereof and to make award for each approved manufacturer to a single Bidder or multiple Bidders, based on delivery method, discount structure or other separable portion that in its judgment will be in the best interest of the District.

**4. Contract Term:** The contract term shall be approximately two (02) years, beginning September 20, 2023, and ending October 31, 2025. The contract may thereafter be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least thirty (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon the School Board.

**5. Addition of New Vendors:** New vendors may be added to this contract, at the discretion of District after initial award, on the anniversary date of agreement each calendar year. To be considered, vendor shall submit to the Purchasing Department, no later than forty-five (45) calendar days prior to said date, a written request accompanied with all completed documents as required in IFB. School Board approval shall be required. SBAC reserves the right to make sole and final determination to accept or reject the addition of any vendor to contract.

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

**7. Contract Value:** Because of the difficulty of determining the specific needs and budgetary limits of each individual District site, an annual projection of expenditures cannot reasonably be given. The District makes no guarantee, implied or otherwise, as to the value or volume of sun shade structures and/or outdoor accessories that may be purchased under this contract in its total or from any awarded Bidder. Furthermore, award of contract does not constitute an assurance or obligation on the part of the District that any orders will be placed with any Bidder participating in this Bid. Each District site shall have the discretion to select the most appropriate manufacturer line and/or product category from the awarded list that best meets its specific needs.

**8. Contract Management:** All activities relating to the acquisition of sun shade structures and other miscellaneous equipment shall be initiated and coordinated by designated District personnel (hereinafter "District Representative") under the direction and authority of the Facilities Department for construction related projects, and respective District site for individual acquisitions and replacement purchases.

**9. Bidder Qualifications:** SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent successful Bidder(s) 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 sun shade structures and accessories to commercial (business/institutional) accounts. Bidder shall have been successfully engaged in business as the same legal entity within the State of Florida for a minimum three (03) consecutive years. Demonstration of past successful experience with commercial accounts shall be required including a minimum of one (01) school district similar in size and scope of this contract. Project experience shall be verifiable; negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. Product Line: If not a manufacturer, Bidder shall be an authorized retail dealer for each proposed manufacturer for the duration of the contract. It is understood that not all manufacturers may have such designation. By signing this Bid, prospective Bidder certifies that they are in "good standing" with each proposed manufacturer and currently approved to represent its outdoor accessories line to the District;
- C. Location: Bidder shall be located and maintain a fully operational service dispatch/warehouse facility within reasonable proximity of Alachua County limits to ensure compliance with the service requirements of contract. SBAC reserves the right to waive this requirement should: (A) Bidder be able to demonstrate, to the complete

satisfaction of District, its capability in providing efficient and timely service in support of this contract, or; (B) proposed manufacturer outdoor accessories line is ordinarily delivered assembled and requires minimal or no installation;

- D. Service: Bidder shall have at time of Bid due date, adequate organization, facilities, and personnel to ensure competent, prompt and efficient service on a District wide basis in support of this contract. The criteria used in determining service level shall include, but not be limited to: local product sales representation and expertise; availability and competency of installation services; customer service responsiveness; order fill time; and, accomplishment of order delivery. Specific qualification criteria as appropriate to personnel, service, and equipment is further delineated herein;
- E. Financial Capacity – Bidder shall have the financial capacity to establish and maintain credit lines as required by each manufacturer proposed and have financing adequate to purchase items in the most economical quantities.

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

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

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

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

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

**14. Large Purchases:** For any single purchase or project estimated to exceed \$12,499, the Purchasing Department may, at its discretion, require the solicitation of quotations from two (02) or more successful Bidders. Award shall be made, in all or part, to the Bidder(s) proposing the highest quality structures at the lowest net cost. In making decision, such factors as deeper discounts, life cycle, warranty, appearance, and conformity with existing furnishings may be a factor in award. It is understood that any single order or multiple orders for any single project that equals or exceeds \$50,000.00 shall require multiple quotes and School Board approval prior to placement of order.

**15. Subcontractors:** Reference Attachment A, "49. Subcontracts": In addition... If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor to the Purchasing Department prior to commencement of services. The District shall evaluate proposed sub-tier contractor and reserves the right to reject said sub-tier contractor based on not meeting qualification criteria, or who has previously failed in the proper performance of a similar contract, or who is not in the position to perform the specified services to the satisfaction of the District. The sub-tier contractor shall be equally responsible for meeting all specified requirements of this contract

including maintaining all insurance as required herein. Bidder shall be held directly responsible and liable for the actions of all subcontractors and the actions of its subcontractors' employees.

**16. Personnel:** Reference Attachment A, "40. Bidder Personnel": In addition... The District considers the expertise, experience, and training of Bidder's assigned personnel critical to the success of contract. Bidder shall designate one (01) Account Representative who shall be responsible for assisting the District with: design layout planning; product selection; quotation development; order processing; delivery expediting; coordination of installation; the resolution of any quality control, billing, and other service related issues. Representative shall be knowledgeable and familiar with this contract and shall be the liaison between the Bidder and SBAC on all matters pertaining thereof. It is anticipated that Account Representative shall be required to make onsite visits to various schools and centers within District. Account Representative shall respond to all requests for assistance within twenty-four (24) hours of initial contact.

Installation: Bidder shall have available an adequate number of qualified personnel capable of performing all delivery/installation work as required. It shall be the responsibility of Bidder to establish personnel qualifications that would ensure that work is performed safely, correctly, and efficiently, in conformance to manufacturer requirements and standards of care as reasonably expected by District. It is understood that manufacturer certification may be required to install certain lines.

By submission of Bid, Bidder certifies that all assigned personnel are qualified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties.

**17. Onsite Supervision:** It shall be required that Bidder assign one (01) lead installer at each delivery/installation site, when required, who shall provide continuous onsite supervision, of sufficient quality necessary for the effective and efficient management of required work. Lead installer shall have demonstrated supervisory skills including having the ability to plan, organize, direct and prioritize the work of Bidder's personnel. It is understood that lead installer shall be present at worksite at all times, and have the authority to act in the behalf of Bidder in carrying out all instructions relative to completion of work. Lead installer shall have the ability to accurately analyze, troubleshoot, and remedy any work related problems. The cost of onsite supervision shall be an element of Bidder's overhead burden in the proposed discount rate.

**18. 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 or vaporizer 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 foreman;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones, except for an emergency;
- No personnel shall be accompanied or visited by acquaintances, family members or any other non-employee of Bidder.

Violation of any of the foregoing provisions may result in removal of individual from District site. Furthermore, SBAC reserves the right to prohibit Bidder from using individual on all other projects performed under this contract.

**19. General Service Requirements:**

- a. **General Supervision:** Bidder shall be responsible for coordinating all portions of delivery and installation work, and ensures that services are being accomplished correctly and safely in conformance to established schedule. Bidder shall work jointly and cooperatively with District to resolve any performance issues and scheduling problems. Bidder's establishment of quality control standards and a system for inspecting and correcting installation 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 proposed discount rates.

- b. **Communications:** Bidder shall maintain a staffed toll-free telephone by which the District may directly and immediately communicate requirements and other messages with sufficient, trained, and responsible personnel during normal business hours (Monday – Friday). Email may also be an acceptable form of communication.
- c. **Technical Support:** Technical support shall be available directly from manufacturer on all products provided under this contract. Bidder shall provide manufacturer contact information to District upon request.
- d. **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:** All deliveries and installation work shall ordinarily be performed during regular District school operating hours, Monday through Friday, approximately 7:00 a.m. to 3:30 p.m. However, actual hours of work shall be subject to the operating hours and accessibility of each District site, taking into consideration occupant safety and disruption to facility. For construction related projects scheduled in advance, and upon mutual agreement between the parties, work hours may be extended to include weekday evening hours and weekends. All such work shall be performed at no additional cost to the District.
- f. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly 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 worksite. For the safety of staff and students, Bidder is cautioned to avoid performing services during periods of peak student activity.
- g. **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. At minimum, such items shall conform to all OSHA requirements and any other regulatory agency having jurisdiction and authority.
- h. **Product Ordering:** All product orders shall be placed on an "as needed" basis via Purchasing Card, official hard-copy District purchase order or hard-copy internal purchase order issued by each school or center. Verbal or blanket purchase orders are prohibited and shall not be honored by Bidder. It shall be the responsibility of Bidder to immediately notify District Representative of any anticipated manufacturer production or delivery delays.
- i. **Substitutions:** No products shall be delivered other than those specifically ordered without prior written approval of the Purchasing Department. Any substituted product that has been received without approval shall be returned to Bidder at no expense to the District. The net delivered price of any approved substitute product shall not exceed the discount cost of original product ordered.
- j. **Delivery:** All product orders shall normally be filled complete (at 100%), and be delivered in accordance with specified delivery method. Orders delivered to any location other than as indicated on purchase order may be refused. It is understood that delivery shall not normally be made to any central location. Schools do not have delivery docks; therefore, heavy product deliveries may require a truck with hydraulic lift and sufficient manpower to bring heavy items into facility. The shipment of heavy or bulky items may be refused, at no cost to the District, should delivering carrier not have sufficient equipment or manpower to unload truck.
- k. **Delivery Time:** Bidder shall indicate normal delivery time for each proposed manufacturer on Form of Proposal. All orders shall be processed and normally delivered within sixty (60) calendar days of receipt of order unless otherwise indicated by Bidder. Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Bidder to notify and advise District Representative of any backorders and expected delivery date. Any delay of delivery beyond time as specified,

regardless of justification, may result in cancellation of order depending on the urgency of need. Failure of Bidder to properly notify or repetitively comply with delivery time requirement, for any reason not acceptable to the District, may result in termination of contract.

- l. **Installation:** All sun shade structures and accessories shall be assembled in accordance with manufacturer instructions before or upon delivery at District site. If structures are assembled prior to delivery, Bidder shall appropriately package and take all necessary precautions to avoid damage in transit. The District shall be responsible for the removal of any existing items in work area. Bidder shall notify District Representative a minimum two (02) business days in advance of scheduled delivery.
- m. **Correction of Work:** Bidder shall promptly correct all installation work rejected by District Representative as faulty, defective, or failing to conform to established manufacturer requirements or the standards of quality as expected by the District, 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 District. The District shall not be charged for any additional services that are necessary to correct unacceptable installation work.
- n. **Final Acceptance of Work:** Upon completion of installation, Bidder shall contact District Representative and make request for final inspection. The District shall inspect work within a reasonable time and notify Bidder of any deficiencies. In the event deficiencies are noted, Bidder shall complete corrections within the time specified herein. If correction is not effected in an acceptable manner within the allocated time, the District may, after written notice of default to Bidder, accomplish the work in an expeditious manner, with the cost of work being charged to Bidder.
- o. **Risk of Loss:** Unless otherwise agreed, inspection and acceptance of orders shall be at designated delivery site. Until acceptance, risk of loss of damage shall remain with Bidder. Bidder shall be responsible for filing, processing, and collecting all damage claims. To assist Bidder with damage claims, the District shall: (1) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (2) report damages to the carrier and/or Bidder, and; (3) provide Bidder with a copy of the carrier's Bill of Lading and damage inspection report. When the District rejects a product, Bidder shall remove it from the premises within ten (10) business days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with Bidder. Rejected product not removed by Bidder within ten (10) days shall be deemed abandoned by Bidder, and the District shall have the right to dispose of it as its own property.
- p. **Delay:** Should unforeseen circumstances cause delay of scheduled delivery/installation services at any designated delivery site due to accessibility or security issues, and an adequate storage area is not available at site, it shall be the responsibility of Bidder to temporarily store items until services can be accomplished. Temporary storage shall be provided at no cost to the District for a minimum period of fourteen (14) calendar days. Unless otherwise agreed, the District shall be responsible thereafter for any fees associated with the necessary rental of storage trailer or commercial storage facility. Bidder shall be responsible during storage period for maintaining insurance coverage protecting goods against fire, theft, vandalism and contents loss/damage (i.e., water leaks, extreme weather conditions, etc.). All storage fees charged to the District shall be based on a fair and reasonable rate as negotiated between the parties. SBAC reserves the right to directly coordinate temporary storage requirements with other third party sources.  
  
Should temporary storage exceed thirty (30) calendar days, the District may make partial payment for goods upon request by Bidder. The amount of payment shall be subject to negotiation in consideration of the installation work involved and anticipated storage time. Payment shall not, in any case, exceed eighty percent (80%) of total purchase order amount.
- q. **Returned Product:** The District reserves the right to return delivered product, for any reason, for full credit within thirty (30) calendar days of receipt of order. In such case, Bidder may impose a restocking fee not to exceed twenty percent (20%) of the original cost of item. Product shall be returned in new, unused, and saleable condition, and in the original factory sealed packaging. It is understood that the District shall be responsible for any customary and reasonable shipping charges incurred with the return of product.
- r. **Packaging:** Product shall be packaged in manufacturer's standard unopened, sealed dry packaging, in accordance to good commercial practice to protect from damage during transit. Packaging shall have all tags

and labels intact and legible, and be clearly marked on the outside with the SBAC purchase order number or other reference order number.

- s. **Safety Measures:** Reference Attachment A, “36. Safety Standards”: In addition ... Bidder shall take all necessary steps to protect the students, faculty, and general public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the worksite without first securing the work area and eliminating any hazardous condition resulting from the Bidder’s activities. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work and to keep the immediate work area secure at all times. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA).
- t. **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. Bidder shall especially be cognizant of all existing utilities (surface and underground) and shall operate with due care in the vicinity of such utilities. 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.
- u. **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 its 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.
- v. **Cleaning-up/Debris Disposal:** Bidder shall be responsible on a daily basis to ensure frequent collection and proper disposal of all debris as a result of operations so that the work site presents a neat and orderly appearance. Debris shall not be allowed to create a safety hazard to student, staff, and general public, nor shall be left at worksite overnight. Debris shall not be burned, buried, left for a collector, or placed in a dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave work site in ready to use condition.
- w. **Salvage:** All salvage materials, including that of questionable value, removed during any work performance under this contract shall remain the property of District. As part of contract, Bidder may be required to dispose of unwanted salvage materials or transport materials to a District site as directed by District Representative.
- x. **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 product cost and accuracy of billing. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied by requested support documentation (i.e., price verification) may cause delay of payment. Invoices shall contain, at minimum, the following information: purchase order number; invoice number; invoice date; service location; product description; product reference number; product manufacturer list price; appropriate discount; quantity; product net delivered price; and total price.

Bidder shall ensure that all invoices are submitted in entirety within ten (10) business days of completion of any project. Invoices shall be **emailed** to the address appearing on the face of the Purchase Order. 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. The District does not pay invoices in advance of delivery (prepay).

- y. **Invoice Verification/Correction:** It shall be the responsibility of the District Representative or other designated personnel to verify and approve all invoices and notify Bidder should any billing errors be discovered. Bidder shall promptly resolve any and all billing discrepancies.
- z. **Final Payment:** It is agreed and understood that 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 installation work has not been satisfactorily completed.
- aa. **Payment Terms:** Payment for the purchase of goods and services shall be made in accordance with Florida Statutes 218.74.
- bb. **Auditable Records:** Bidder shall maintain such financial and other records as may be prescribed by the District any by applicable Federal and State laws, rules and regulations. Each District site shall regularly audit sales invoices to verify price accuracy. It shall be the responsibility of Bidder to maintain auditable sales records that can adequately support the determination of invoice unit cost. All records shall be kept in accordance with generally accepted accounting principles for a period of three (3) years from final contract payment. Records shall be made available with reasonable notice for examination, transcription, and audit by the District, its designees, or other entities authorized by law. Copies of records shall be made provided to the District within five (5) business days of request. Failure of Bidder to provide auditable records in the time and manner that is acceptable to the District may be deemed as a default of contract.
- cc. **Product Warranty:** (Reference Attachment A, “25. Condition of Product/Services”: In addition... All products shall carry the manufacturer’s standard warranty which shall apply from the date of receipt of item. During warranty period, Bidder shall replace any defective product without cost to the District with the understanding that all replacements shall carry the same guarantee as the original products. Bidder shall make any warranty replacements within five (5) business days of notification from District. Bidder shall resolve all matters regarding materials facts and issues with the manufacturer without the involvement of the District, and shall have direct responsibility for the remedy of all warranty issues. Bidder shall offer District any other warranty exceeding that of the manufacturer that is provided to the general trade or volume accounts.
- dd. **Energy Conservation:** Offerors will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- ee. **Conflict of Interest:** Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the District. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder’s firm or any of its branches. Further, Bidder certifies that no SBAC employee has or shall benefit financially or materially from such IFB or subsequent contract. Any contract issued as a result of this IFB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

**20. Product:** The District shall allow and consider the proposal of a limited number of manufacturer product lines if they are suitable for general educational facility use and meet the specific needs and quality standards of the District. For evaluation purposes, the District prefers that proposed manufacturer product lines be: (A) produced by a generally known and nationally recognized manufacturer, and; (B) successfully utilized by other school districts within the State of Florida. SBAC reserves the right to request from Bidder any evidence that it deems appropriate in the evaluation and approval process, and to make sole and final determination to accept or reject any or all proposed alternate manufacturer product lines.

Unless otherwise specified, all goods purchased under this contract shall be new and unused, the latest model, first quality, and fresh stock. Replacement parts shall be available in sufficient supply for a minimum period of five (05) years from date of delivery and acceptance.

**21. Samples:** Upon award of contract, Bidder may occasionally be required to furnish fully assembled samples for evaluation purposes. Samples shall be provided at no cost to the District within ten (10) business days of request by

District Representative. It is understood that all samples shall remain the property of Bidder and will be returned at Bidder's expense upon completion of evaluation. In some cases, performance testing may be required which may result in damage to product. The District shall not assume any liability for any such damage thereto. Following testing and evaluation, Bidder shall remove samples within thirty (30) calendar days of request. Any samples remaining thereafter shall become District property.

**22. Catalogs:** It shall be required that Bidders submit with Bid response one (01) electronic copy of manufacturer's published catalog and/or descriptive price list for each proposed manufacturer product line on a **flash drive**, which shall be attached to the hard-copy Bid. Product information contained therein must be descriptive in detail and include manufacturers' suggested retail price (MSRP) and product order number. If pricing is not printed in catalog, a price list must be attached. Catalog(s) shall be the latest edition or most current published, and must be dated and/or numbered for identification purposes. Sales flyers, promotion price sheets of limited offering and time, or catalogs devoid of listed prices shall not be considered acceptable form. The submittal of Bidder's own published catalog(s) illustrating proposed manufacturer product lines may be acceptable if pricing is consistent with MSRP. Catalogs submitted for products other than as represented in this contract shall not be considered for award. Failure to submit catalog(s) in the time and manner as specified may cause Bid to be declared non-responsive.

**23. Ecommerce:** The District recognizes the potential savings of placing orders and making payment with a District issued Visa™ credit card online via internet. The Purchasing Department shall encourage all District sites to utilize this method when available, taking into consideration established single dollar amount transaction limits. As condition of usage, it shall be required that list pricing be available online so that discounts can be verified and applied properly. Only actual items shipped/delivered shall be charged to the credit card account; no backorders shall be allowed. All delivered items shall include a packing slip or receipt/invoice listing items and price paid. For security reasons, the credit card number must not appear on any packing slips/delivery tickets.

**24. Discount:** Bids shall be submitted for each defined delivery method in the form of a percentage (%) discount amount, out to the tenths digit (i.e., 25.1%), deducted (-) from current, unaltered, published Manufacturer's Suggested Retail Prices (MSRP) that are in general circulation, and in effect at the time of product ordering. Discount(s) offered shall be firm and fixed during the term of contract. It is understood that MSRP may be updated and changed on a periodic basis. Such changes shall not be selective to SBAC, but must apply to Bidder's entire customer base. In the determination of discount offered, the following terms and conditions shall prevail:

- A. Single/Multiple Discount: The District prefers that the discount offered apply to the entire manufacturers' standard product line. However, should it not be standard practice in the normal course of business to offer a single percentage discount, multiple discounts may be offered in lieu of a single discount based on defined manufacturer product/brand categories. Discount ranges offered with no explanation shall not be considered.
- B. Competitive Discount: Bidders are requested to offer the District the maximum discounts available, commensurate with the scope of this contract, and offered to other educational institutions of equal or greater size. Discount offers of zero percent (0%) or net shall not be accepted unless from an already discounted manufacturer's catalog. SBAC reserves the right to reject any and all Bids that, in its opinion, do not offer a competitive discount that affords a price advantage to the District. In making such determination to reject Bid, consideration shall be given to catalog price structure, product offering, discount equity with other school districts, as well as discounts offered by competition. It is anticipated that those Bidders with the most favorable net delivered prices for those products meeting the specific requirements for each purchase should receive the largest volume of orders.
- C. Minimum Orders: Discount offered shall be based on an order quantity of one (01) or more. Minimum order dollar (\$) requirements shall not be allowed unless to comply with the terms of an additional quantity discount. Bidders who have an established minimum order amount as normal business practice are encouraged to list that amount as the "floor" on the Quantity Discount schedule. The District recognizes that shipping is a significant overhead cost component and shall make every reasonable effort to maximize orders when feasible.
- D. Freight Terms: All orders shall be shipped F.O.B. Destination (multiple locations), freight prepaid and included based on delivery method, with title to goods transferring to the District at time of receipt and acceptance. Bids which contain separate delivery charges may be considered non-responsive. Delivery shall not ordinarily be made to any central warehouse location. No common carrier charges shall be honored by SBAC and any shipping charges billed to the District shall be refused payment.

- E. Quantity Discount: Bidders are always urged to negotiate further price concessions with manufacturers and to offer additional discounts for one time delivery of large single orders. Bidders may list quantity discount on Form of Proposal or offer discount on a quote basis at time of order.
- F. Advantage Discounts: Bidders may offer additional “special” discounts at any time and may invoice at discounts greater than that bid. The District shall accept additional discounts and price incentives offered by Bidder.
- G. Best Pricing Offer: Should “special” price promotions or discounts be available to the general trade or other institutional/business customers during term of contract for substantially the same or smaller quantity of specified products, than Bidder shall immediately offer the lower pricing to the District. It is understood that this special pricing may be of limited time duration and that the standard contract discount shall prevail at the end of the special sales program.

**25. Delivery Methods:** Discount offered shall be predicated on each of the following defined delivery methods:

- A. Delivered, Non-installed: Sun shade structures and all accessories shall be delivered to the designated District site by Bidder or commercial carrier, unloaded and placed at the designated laydown area. Unless otherwise agreed, the District shall be responsible for transporting goods to desired location at the facility, unpacking shipping cartons, and performing any required assembly. Any article weighing over 50 lbs. requires lift gate delivery. No District school site has a forklift.
- B. Delivered, Installed: Bidder shall be responsible for providing all personnel, equipment and services necessary for the delivery, offloading, transporting, uncrating, inspecting and assembly of sun shade structures and/or accessories at designated District site. In brief, item shall be assembled, set in place as directed by end user, and made ready for immediate use. Upon completion of installation, Bidder shall remove all packing materials and debris from site and leave area in a neat and clean condition. All services shall be performed complete.

It is agreed and understood that the District shall not provide any assistance in the performance of any said services. There are no loading docks, forklifts or District personnel available for off-loading trucks at any District school. It shall be the responsibility of Bidder to inform all delivering carriers of this requirement. Bidder shall be required to notify District Representative of impending delivery a minimum of two (02) business days in advance to ensure that work area is properly prepared. Failure to submit discount rates for each of the specified delivery methods on the Form of Proposal, may cause Bid to be non-responsive.

**26. Exceptions:** Bidder may propose exceptions to the terms and conditions as specified herein including discount/pricing methodology if such exceptions are standard practice in the normal course of business. Any proposed exceptions to the terms and conditions should be clearly delineated on Form of Proposal or by an attachment thereto. Failure to so indicate any exceptions shall be construed to mean acceptance. All noted exceptions or deviations shall be considered by the Purchasing Department during the Bid evaluation process and may be a factor in award. SBAC reserves the right to make sole and final determination to accept, reject or negotiate any or all proposed changes to the terms and conditions of IFB as deemed to be in the best interest of the District.

**27. Price:** The unit price, as indicated on invoice, shall be determined by applying the proposed percentage (%) discount for the applicable delivery method to the MSRP to obtain the net delivered price. Unit price shall be easily derived and verifiable from a documented source that is readily accessible or available such as published catalog, descriptive price list or website. Published list prices shall not be custom or solely developed for purposes of the IFB and resulting contract, if awarded.

Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all space planning services, supervision, handling, order processing, delivery, installation (if required), profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges (i.e., fuel, upper floor installations, etc.) shall be applicable to this contract and shall not be honored by the District.

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

price; Bid discount as applicable to delivery method; any additional discounts; net delivered price; and, estimated delivery time. Bidder shall also submit product specification literature upon request.

**29. Other Contracts:** It is understood that the District may be eligible to participate in other contracts with buyer groups and/or “not for profit” buying co-ops (i.e., U.S. Communities, etc.) that provide catalog discounts to public agencies and other school districts. It is recognized that the discount offered in these type contracts may be more favorable than that offered in this IFB based on the number of participants and potential dollar volume of sales. The District shall therefore allow and consider the proposal of such contracts if they afford a clear and definite price advantage to the District. If intending to propose, Bidder shall include a copy of contract and other relevant information relating to eligibility requirements and award as an attachment to Bid response.

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

**Installation:** Bidder shall warrant that all installation workmanship performed shall be of the highest quality, free from faults and defects, and in conformance to manufacturer’s instructions. Installation work shall adhere to best commercial practices, and customary, reasonable, and prudent standards of care as established within the industry, and shall be performed to the complete satisfaction of SBAC. All work not conforming to these requirements shall be considered defective. Warranty shall be for a period of one (01) year from date of final acceptance by the District and shall be performed at no cost to the District.

Unless as otherwise agreed, all goods and installation warranty issues shall be corrected within five (05) business days of notification. Consistent delays or unresponsiveness in addressing warranty issues shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

**31. Taxpayer Identification Form W-9:** Bidder is requested to submit a completed W-9 Form with Bid response if any of the conditions listed conditions below applies to your firm. The information on W-9 Form shall only be entered into the District’s vendor database for those Bidders awarded contract.

- New vendor, W-9 Form has not previously been submitted;
- Change in company name;
- Change in company address;
- Any other changes from previously submitted form.

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

**33. Habitual Violator:** Reference Attachment A, “47. Termination for Default”: In addition... Should the District determine that the number of complaints at any District site or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (5) business days of meeting, Bidder shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department.

In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Bidder’s record of performance continues to show, in the opinion of the District, that Bidder is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Bidder has remedied any individual complaint, Bidder shall be deemed a “habitual violator”. In such case, Bidder shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and

collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

ATTACHMENT C  
FORM OF PROPOSAL  
IFB 24-13-  
SUN SHADE STRUCTURES  
& MISC. ACCESSORIES (CATALOG DISCOUNT)

(Duplicate page as needed for each proposed manufacturer/brand category)

Bidder (Company) Name: \_\_\_\_\_

**Bidder Instructions:** Bidder shall input a discount percentage (%) amount, out to the tenths digit (0.0%), for one or more manufacturers and/or product offerings below. Discount offered shall be applicable to all payment methods.

**Proposed Manufacturer** (Print): \_\_\_\_\_

Catalog Title: \_\_\_\_\_ Volume #: \_\_\_\_\_ Effective Dates: \_\_\_\_\_

**Product Offering:** List by proposed manufacturer: \_\_\_\_\_

**Discount:** Bids shall be submitted in the form of a percentage (%) discount amount, out to the tenths digit (i.e., 58.5%), deducted (-) from current, unaltered, published Manufacturers' Suggested Retail Prices (MSRP). Indicate "All Products" if discount offered applies to all products in manufacturer catalog. Multiple discounts may also be offered in lieu of a single discount based on defined manufacturer product/brand categories. Shipping and/or installation would be quoted before an order is placed.

#	Manufacturer/Product/Brand Category(s)	Discount (%) off MSRP/List Price
1.		%
2.		%
3.		%
4.		%
5.		%
6.		%

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

Does your firm represent proposed manufacturer product line on State of Florida Contract?  Yes  No

**Quantity Discount:**  Not offered  Offered on a quote basis at time of order or  as follows:

#	Price Range Price range is: <input type="checkbox"/> MSRP <input type="checkbox"/> Net of discount	Discount (%) off MSRP/List Price
1.	\$ — \$	%
2.	\$ — \$	%
3.	\$ — \$	%
4.	\$ — \$	%
5.	\$ — \$	%
6.	\$ — \$	%

**Delivery** shall normally be within \_\_\_\_\_ business days from receipt of order.

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

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

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

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

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

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ATTACHMENT C  
FORM OF PROPOSAL  
IFB 24-13  
SUN SHADE STRUCTURES &  
MISC. ACCESSORIES (CATALOG DISCOUNT)

**Questionnaire:** Bidder shall provide all information requested below, which shall serve as a basis for order processing and product pricing. Failure to indicate any exceptions shall be construed to mean acceptance of terms and conditions as specified in IFB. However, the inclusion of any additional terms and conditions not specifically allowed or otherwise found unacceptable may cause rejection of Bid. Should sufficient space not be provided to enable a complete response, Bidder may submit an attachment to Bid response.

Failure to provide all information as requested may result in disqualification of Bid.

Bidder (Company) Name: \_\_\_\_\_

**Business Operations**

Bidder is a:  Manufacturer  Wholesale Distributor  Retail Dealer

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

**Experience**

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

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

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

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

If yes, list primary accounts: \_\_\_\_\_

**Designated Account Representative**

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

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

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

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

**Designated Account Representative (Inside Sales)**

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

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

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

**Quotations**

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

Other: \_\_\_\_\_



**Facility (Service Dispatch/Warehouse)**

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

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

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

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

**Purchase Orders**  Check (✓) if same as “Facility”

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

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

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

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

**Purchasing Card**

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

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

**Ecommerce**

Internet URL: \_\_\_\_\_

Check (✓) if available online:  Product Catalog  MSRP  Discounted Prices as offered District

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

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

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

**Product/Pricing Information** (Check (✓) as applicable)

Product Information shall be provided in the following format:  Published Catalog(s)  Descriptive Price List

On-line Catalog Website  Electronic Catalog  Third Party (Mfg.) Catalog(s)

Alternate Product Catalog:  Submitted with Bid response (See item 20 above)

MSRP shall be verified by accessing the following:  Published Catalog(s)  Descriptive Price List

On-line Catalog Website  Electronic Catalog  Third Party (manufacturer) Catalog(s)

**Delivery**

Delivery shall normally be made by:  Own vehicle  Other: \_\_\_\_\_

**Returned Item(s)**

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

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

Will a restocking fee be charged for returned product?  Yes  No

If yes, re-stocking fee is \_\_\_\_\_% of total cost of product (≤ 20%).

**References**

Provide three (03) references from commercial accounts or other public agencies within the State of Florida that your firm has provided contract services within the past two (02) years.

1. Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract:  Yes  No
  
2. Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract:  Yes  No
  
3. Company/Organization name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Under current contract:  Yes  No