

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	INVITATION FOR BID Bidder Acknowledgement and Acceptance Form
BID TITLE: HVAC WATER TREATMENT SERVICES (DISTRICT-WIDE)	BID NO. 25-10
DELIVERY F.O.B. DESTINATION: Various Sites - See Attachment D	ISSUE DATE: September 19, 2024 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018
BID DUE DATE AND TIME: <u>October 04, 2024, at 3:00 p.m.</u> 🕒	BID OPENING: Purchasing Department
A pre-bid meeting is scheduled for N/A . This is a N/A meeting.	

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

BIDDER NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

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

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. 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>School Board of Alachua County District Administration Building Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</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, telegraph or facsimile transmission will be considered non-responsive.

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

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

Bid Package: Mark in lower left-hand corner of the outermost envelope containing your Bid, **"IFB #25-10, HVAC WATER TREATMENT SERVICES (DISTRICT-WIDE)", TO BE OPENED AT 3:00 P.M., OCTOBER 04, 2024.** 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
- AFFIDAVIT REGARDING THE USE OF COERSION FOR LABOR AND SERVICE
- 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
- ATTACHMENT D - SITE LOCATIONS AND EQUIPMENT DESCRIPTIONS
- APPENDIX A – SITE INDEX

SUBMITTALS CHECKLIST

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

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

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Affidavit Regarding the Use of Coercion for Labor and Services	6
<input type="checkbox"/>	Jessica Lunsford Act Form	7
<input type="checkbox"/>	Small/Minority Business Enterprise Form	9
<input type="checkbox"/>	Insurance Certification Form	18
<input type="checkbox"/>	Bidder Experience/History	20
<input type="checkbox"/>	Bidder’s Field Representative(s) Information	20
<input type="checkbox"/>	Full-Time Chemist Information	21
<input type="checkbox"/>	Testing Laboratory Information	21
<input type="checkbox"/>	List of Chemicals and Safety Data Sheets	29
<input type="checkbox"/>	Attachment C – Form of Proposal	31
<input type="checkbox"/>	Questionnaire	32
<input type="checkbox"/>	References	33-34
REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (www.sbac.edu)		

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

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

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

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM
(To be completed by each Bidder or Bid will be deemed Non-Responsive)

Name of Bidder: _____

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

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

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

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(To be completed by the Attorney of the Out of State Vendor, Please Select One)

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(To be completed by the Attorney of the Out of State Vendor, Please Select One)

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

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

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

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

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

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

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

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

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

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

Instructions for Certification

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

Certification

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME IFB #25-10, HVAC Water Treatment Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

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

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

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

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

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

Certification

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

NAME OF BIDDER	BID # AND TITLE
	IFB #25-10, HVAC Water Treatment Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Bidder represents that it is either a

Small Business Enterprise, as defined in FS 288.703(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
	IFB #25-10, HVAC Water Treatment Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

¹ If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

COMMON CARRIER INSURANCE WAIVER REQUEST FORM

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

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

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

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

NAME OF BIDDER	BID # AND TITLE
	IFB #25-10, HVAC Water Treatment Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSURANCE CERTIFICATION FORM

This form is applicable is not applicable to the IFB.

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

Applicable Not Applicable

Workers Compensation – Coverage A

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

Comprehensive General Liability

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

Comprehensive Automobile Liability (Combined Single Limit)

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

Applicable Not Applicable

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

Applicable Not Applicable

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

Applicable Not Applicable

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

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

By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for 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 District Administration Building at above address; by facsimile transmission to: 844.269.9018).

Company Name: _____

Date: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

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

Printed Name: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. **INSPECTIONS:** All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.
39. **FACILITY INSPECTION:** SBAC reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.
40. **BIDDER PERSONNEL:** Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

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

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

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

41. **DELIVERY NOTICE:** Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.
42. **INVOICES:** Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to accountspayable@gm.sbac.edu. All invoices shall, at a minimum, include the following:
- ✓ IFB #;
 - ✓ Purchase Order #;
 - ✓ Description of goods and/or services, including quantities;
 - ✓ Awarded unit price(s) and extended total(s)

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

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

43. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.
44. **LICENSING/PERMITS:** Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.
45. **REGULATORY COMPLIANCE:** Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.
46. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.
47. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.
48. **INDEPENDENT CONTRACTOR:** Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.
49. **SUBCONTRACTS:** The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.
50. **ASSIGNMENT:** Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.
51. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

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

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

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

54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney’s fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, 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. 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 can be found at <https://sam.gov/content/wage-determinations>. 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.

79. **PROHIBITED INFORMATIONAL REQUEST:** The SBAC will not request documentation of, consider, or give a preference based on the vendor's social, political, or ideological interests.

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 25-10
HVAC WATER TREATMENT SERVICE (DISTRICT-WIDE)

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

1. Scope of Service: The purpose of this IFB is to select a service provider (hereinafter “Bidder”), secure firm prices and establish a contract for the provision of annual HVAC water treatment services in accordance with the requirements of this IFB.

In brief, the scope of the agreement shall require, but not be limited to, initial documentation of existing water quality at each facility listed in Attachment D, routine water treatment of all HVAC Water Systems listed in Attachment D, and all chemicals necessary for water treatment to include off-site storage and proper disposal of empty containers.

In addition, the successful Bidder will provide all labor, materials, parts, and supplies to service and maintain 11 cooling tower delivery systems located at the following 5 sites: Wiles Elementary School-2 delivery systems, Talbot Elementary School-2 delivery systems, Hidden Oak Elementary School-2 delivery systems, Eastside High School-2 delivery systems, and Buchholz High School-3 delivery systems. By way of example, materials, parts, and supplies include, but are not limited to, solenoids, bleed valves, piping, miscellaneous tubing, and fittings. However, the successful Bidder is not responsible for repair or replacement of the cooling tower delivery systems’ chemical injection pumps.

Continued successful performance of the services shall result in scale-free equipment and minimal equipment corrosion. Successful Bidder shall consult with SBAC staff regularly to ensure these results.

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

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

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

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

2. Tentative Schedule:

- September 19, 2024.....Invitation for Bid Issued
- September 26, 2024Last Day to Submit Questions
- October 04, 2024.....Bid Due Date
- October 15, 2024Planned Award Date
- November 01, 2024Commencement of Services

3. Service Conditions: Reference Attachment A, “6. Work Conditions/IFB Examination”. In addition...All specified equipment is currently in operating condition, and is being regularly treated and maintained. The District makes no other statement as to the current condition and scope of work required to treat and maintain equipment.

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

4. Award: The District anticipates making award of a firm fixed-price contract on an all-or-none basis to the low, responsive, and responsible Bidder in the opinion of SBAC. In making recommendation for award, the Purchasing Department shall take into consideration the compliance to IFB specifications, and qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications.

5. Service Modification: SBAC may add HVAC systems during the contract term. The price for servicing equipment additions will be based upon service pricing for equipment already under contract. The successful Bidder may decline a request by SBAC to add equipment to the contract without penalty.

6. Contract Term/Renewal Option: The contract term shall be approximately three (03) years, beginning November 01, 2024, and ending October 31, 2027. The contract may thereafter be renewed for three (03) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least thirty (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon by the School Board.

7. Contract Management: All day-to-day operational aspects of contract services shall be scheduled and coordinated with Scott Moss, Mechanical Foreman (hereinafter “District Representative”), under the general direction and authority of the Facilities Department. All work shall be subject to periodic review by District Representative to ensure compliance with contract specifications, time schedule, and established quality standards.

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

- A. **Established Business:** Bidder shall be an established firm whose sole or primary business includes the provision of HVAC chemical water treatment services to commercial (business/institutional) accounts as typical in the District. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of five (05) consecutive years. Demonstration of past successful experience with commercial (business/institutional) accounts within the State of Florida similar in scope of this contract shall be required. Project experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. **Licensures:** Bidder shall be licensed to perform all services described herein within the State of Florida, and limits of Alachua County, Florida. It shall be the responsibility of Bidder to possess and maintain, for the life of the contract, all other permits, licenses, certificates, and approvals as required by all regulatory agencies having jurisdiction and authority under this contract.
- C. **Location:** It is understood that service response time is an essential part of this contract. Bidder shall be located and maintain a fully operational and staffed service dispatch facility within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements as specified herein. SBAC reserves the right to waive this requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service in support of this contract including having successfully serviced commercial accounts within limits of Alachua County;

- D. Service: Bidder shall have at time of Bid due date, adequate organization, technical expertise, equipment, facilities, supervisory capability, qualified personnel, equipment, and technical tools of the trade to ensure competent, prompt, and efficient service on a District-wide basis in support of this contract. Specific qualification criteria as appropriate to personnel, service, and equipment is further delineated herein;
- E. Accounting Practices: Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilizations reports, and other data necessary as required by District.
- F. Financial Capacity: Bidder shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of contract.

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

9. 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; National Fire Protection Association (NFPA); Occupational Safety and Health Act (OSHA), and; Environmental Protection Agency (EPA).

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

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

11. Omissions from the Specifications: Reference Attachment A, "7. Silence of the Specifications": In addition... The apparent silence of this specification on any details, or omissions from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that all specified services are performed in a professional, efficient and timely manner in compliance with District and industry standards, and all regulatory requirements. All interpretations of this contract shall be made upon the basis of this statement. Furthermore, should any services, functions or responsibilities, not specifically described in this IFB, be necessary for the proper and customary performance and provision of the services, they shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described herein.

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

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

12.1 Certification: By submission of Bid, Bidder certifies that all personnel to be assigned duties in the performance of contract currently meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties. The assignment of any personnel not meeting minimum qualifications may be deemed as a default of contract.

12.2 Field Representative shall have the knowledge, skills, and ability to correctly and efficiently perform all tasks commonly performed within the service industry for the position and as described herein. Bidder's field representative(s), who is the employee(s) responsible for performing all field services, shall be available to respond to any service problems. This representative(s) must be a full-time employee of the Bidder and have a minimum of five (5) years recent experience in performing HVAC water treatment. Bidder shall include the name, qualifications, and experience of this representative(s) with their Bid. The representative(s) shall be trained and actively involved with:

1. Water Treatment Theory
2. Dosage Rates
3. Pump Settings/Maintenance
4. Conductivity Controller Calibration Maintenance
5. Testing Procedures
6. System Logbook/Sheet Entries
7. Safety Procedures Including Handling of Chemicals
8. Installation Layout for Condenser Water Treatment Systems
9. System Troubleshooting
10. Boiler systems manufactured with aluminum and other non-standard metals

12.3 Chemist: Bidder shall employ at least one full-time chemist, who holds a Bachelor of Science degree (or advanced degree) in chemistry and have a minimum of five (5) years recent experience in performing HVAC water treatment. Bidder shall include with their Bid the individual's name, qualifications (including degree documentation), and work experience. This person shall be available to SBAC for consultation at no additional charge.

12.4 Uniforms/Protective Clothing: All service technicians shall be required to wear a standard company uniform while performing duties, including shirt and trousers. Uniform shirt shall display a minimum of one (01) visible patch or emblem that clearly identifies the employing company. Bidder shall be responsible for providing all safety or protective items required for safe performance of work. All such items shall be in conformance with established OSHA standards.

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

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

- Smoking and use of any tobacco and/or vaping products is prohibited;
- No personnel shall be allowed in any area of the building other than the area of work responsibility without the knowledge of appropriate District staff;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones (except for an emergency). Any telephone charges incurred by Bidder's personnel and verified by the District shall be billed to Bidder;
- No personnel shall be accompanied or visited by acquaintances, family members or any other non-employee of Bidder.

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

13. Testing Lab: Bidder shall employ, directly or as a sub-contractor, a full-time testing laboratory capable of performing the following:

1. Routine Water Analysis
2. Corrosion Test Strip Evaluation
3. Complete Microbiological Examinations
4. Metallographic Analysis

The testing laboratory shall perform the analyses described above in accordance with industry “best practices” and results shall be compared to industry guidelines, such as ASME and CTI standards. Bidder shall include detailed information as to the qualifications, equipment, and testing procedures of the proposed laboratory with their Bid. This laboratory shall provide full laboratory services for chemical analysis of questionable materials. SBAC will require routine water analyses to be performed. The cost of lab tests shall be an element of the Bidder’s overhead burden in the unit prices bid.

SBAC may request additional information pertaining to the qualifications of the proposed laboratory, and such information shall be provided by Bidder within 24 hours.

14. Chemicals: Bidders shall include with their Bid a list of chemicals, accompanied by the SDS for each of the listed chemicals, that they anticipate will be used to successfully perform the services.

15. General Service Guidelines:

- a. **General Supervision:** Bidder shall be responsible for all inspection, service, maintenance, repair, and testing means methods, techniques, sequences and procedures and for coordinating all portions of the work under this contract. It shall be the sole responsibility of Bidder to ensure that services are being accomplished correctly and safely in conformance to specifications and all regulatory codes, and that progress is being made sufficient to meet each project’s schedule. Bidder shall work jointly and cooperatively with District Representative to resolve any performance issues and scheduling problems. Bidder’s establishment of quality control standards and a system for inspecting and correcting work deficiencies is critical to the success of contract. The failure of the District to immediately reject any unsatisfactory work or to notify Bidder of such deficiencies shall not relieve the Bidder of any responsibilities specified herein. The cost of general supervision shall be an element of the Bidder’s overhead burden in the unit prices bid.
- b. **Bidder’s Representative:** Bidder shall provide on Form of Proposal, the name, telephone, cell-phone number, and email address of the designated Service Coordinator to contact regarding service scheduling and any performance related issues. In addition, Bidder shall assign one (01) Account Representative to contact regarding any billing disputes or service issues that have not been satisfactorily resolved. Account Representative shall be knowledgeable and familiar with contract and shall be the liaison between the Bidder and the District on all matters pertaining thereof. It shall be the responsibility of Service Coordinator and Account Representative to respond to all non-emergency calls for assistance within four (04) hours of initial contact, and two (02) hours for situations identified by the District as an emergency.
- c. **Communications:** Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate work requirements and other messages during normal business hours (Monday – Friday) from approximately 7:00 a.m. to 5:00 p.m. Email may also be an acceptable form of communication. In addition, Bidder shall provide a method of communication access by which District may request emergency service response.
- d. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period (June – August). It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District’s website: www.sbac.edu.

- e. **Work Scheduling:** All service work shall be scheduled in coordination with Facilities Department, service site, and Bidder. The District's normal facility operating hours are Monday through Friday, approximately 7:30 a.m. to 3:30 p.m. However, actual hours of work shall be subject to the operating hours and accessibility of each service site based on potential disruption to facility, established safety standards, and any other applicable restrictions. Services shall not be performed at any time that would disrupt the normal operations of facility unless otherwise approved in advance by District Representative. Should Bidder desire to perform work after normal facility operating hours, a request must be made and approved by the District Representative a minimum of forty-eight (48) hours prior to requested start date in order to coordinate access into the facility.

All systems typically operate Monday through Friday from 6 am through 4 pm during the 10-month school year. Hours of operation may vary by site. Systems may operate past 4 pm if activities take place after close of school. During the 2-month summer period, system operations are reduced because large sections of each facility are not occupied-usually only the school administration building (typically building #1) runs Monday through Thursday during the summer. However, some systems may operate during the summer when summer school is in session, which typically lasts 4 weeks.

- f. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly with the Site Representative or other appropriate authority at each service site. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. All personnel shall possess and display the SBAC issued photo ID card which shall be presented immediately upon request by District personnel. For the safety of staff and students, Bidder is cautioned to avoid performing services during periods of peak student activity.
- g. **Personnel Reporting:** Reference Attachment A, "40. Bidder Personnel": In addition...All assigned personnel shall report directly to each service site in accordance with established schedule. Bidder shall be responsible for providing all transportation of assigned personnel, materials, and equipment to and from service site. Travel time for mobilization of personnel and equipment to and from service site shall not be charged directly to the District but considered an element of Bidder's overhead burden in the prices bid. The District shall not reimburse Bidder for any travel time.
- h. **Time of Completion:** Bidder acknowledges that time is of the essence in completing all work in accordance with established schedule. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof, within the specified time schedule for each service site. It shall be the responsibility of Bidder to submit a written request for time extension to District Representative should it not be possible to adhere to the established schedule for any reason. The request shall then be evaluated to determine if the time extension is to be granted. The length of time to commence and complete specified services may be a factor in the award. The failure to adhere to established service schedule at any service site on two or more occasions may be deemed as a default of contract.
- i. **Progress Inspection:** The District may at any time to conduct periodic inspections of work. Bidder shall comply with all work progress notification requirements as directed by District Representative. The failure of District to perform progress inspections and immediately reject any unsatisfactory work shall not relieve Bidder of any responsibilities specified herein.
- j. **Safety Measures:** Reference Attachment A, "36. Safety Standards": In addition...Bidder shall take all necessary steps to protect the students, faculty, and general public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work and for keeping the immediate work area secure at all times. Warning devices, hazard signs, safety tape, safety cones, and barricades shall be placed where needed as a measure of warning and protection to pedestrian and vehicular traffic. District Representative shall have the authority to immediately stop any work when conditions are deemed unsafe. Bidder shall immediately report any accidents causing injury to District Representative. Upon completion of work each day, Bidder shall secure work area and eliminate any hazardous condition resulting from its activities. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA) and Florida Department of Transportation.

- k. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to ensure District property is protected from Bidder's activities. Bidder shall be responsible for the protection of all District facilities, and other improvements (i.e., landscape, pavement, walks, etc.) against operations that may be hazardous and/or damaging to said property. Bidder shall notify District Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property. During performance of work, Bidder shall provide, at own expense, sufficient drop protective materials as necessary to prevent damage to adjacent surfaces and equipment.
- l. **Utilities:** Bidder shall be cognizant of, and operate with due care in the vicinity of all existing surface and underground utilities. Prior to commencement of work, Bidder shall familiarize himself with the location of all utilities within the worksite.
- m. **Property Damage:** Bidder shall be liable for all damages or losses to District and/or private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and District Representatives of destroyed or damaged property, within five (05) business days of discovery unless 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.
- n. **Hazardous Material Storage/Disposal:** All questions regarding the storage and disposal of hazardous waste materials shall be directed to the District Representative. Hazardous waste materials shall not be disposed in District facility refuse containers.
- o. **Cleaning-up/Debris Disposal:** Bidder shall be responsible for scheduling periodic removal and proper disposal of all debris as a result of operations. The worksite shall be left in a neat and orderly fashion at the end of each workday. Accumulated debris shall not be allowed to create a safety hazard to student, staff, and general public. Bidder assumes liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards. Debris shall not be burned, buried, left for a collector, or placed in a District solid waste dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave worksite in ready to use condition.
- p. **Invoices:** Reference Attachment A, "42. Invoices". In addition...Schedule of invoice submissions shall be established with successful Bidder upon award of contract. Invoice format shall be subject to approval by SBAC. For any (optional) services performed outside the scope of contract, Bidder shall be required to submit invoice in entirety within ten (10) business days of completion of work at service site. The District shall not pay invoices in advance of service (prepay).
- At minimum, invoices shall contain sufficient information, as required by the District, to accurately determine the extent of services provided and accuracy of billing including: invoice number; invoice date; service location(s); equipment serial number; and, description of services. The specific invoice format shall be subject to approval of District. Unless otherwise instructed, the original invoices shall be submitted electronically via email to: faccapitaloutlayinvoices@gm.sbac.edu.
- Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. It shall be the responsibility of Bidder to ensure that all invoices are correct in every detail. Invoices received that are not properly and correctly prepared or are not accompanied by any required support documentation may cause delay of payment.
- q. **Invoice Verification/Correction:** All invoices shall be verified and approved by District Representative or designee prior to payment. The District shall not pay invoices that are known to be incorrect or late charge for invoices with disputed charges. Bidder shall be notified should any billing overcharges or other discrepancies be discovered. Upon notification by District, Bidder shall have one (01) billing cycle to confirm any disputed charge and reissue corrected invoice. Additional time to investigate an invoice discrepancy may be granted upon request by Bidder. The repeated documented failure of Bidder to submit accurate invoices in the time and manner as specified may be deemed as a default of contract.

16. Equipment: Bidder shall currently possess and have readily available all service vehicles, commercial grade equipment, hand/power tools, customary trade accessories, and as necessary to adequately and efficiently perform its contractual duties. Such equipment shall include up-to-date diagnostic equipment to correctly analyze and troubleshoot all equipment described herein. Unless as otherwise permitted and expressly stated, the cost of customary equipment shall be an element of prices bid. The District shall not be charged for any customary equipment deemed, in its opinion, to be standard or essential in the performance of services, or for auxiliary equipment utilized in support thereof. Any dispute concerning the interpretation of customary equipment shall be resolved by the Purchasing Department in consultation with the Facilities Department. Any such decision shall be final and conclusive. It is understood that having the necessary and operable equipment is critical to the performance of the contract. The failure of Bidder to commence or complete any project as a result of not having such equipment may be deemed as a default of contract.

17. Price: Bid a firm fixed-price for the initial contract term for the servicing of the specified equipment items as listed on Attachment C, Form of Proposal. Price bid shall be inclusive of all: technical expertise; supervision; qualified labor; customary equipment, tools and trade accessories; all necessary parts, materials, components and supplies; transportation; trip charge; insurance; profit; and, any and all other direct and indirect cost associated with the execution and performance of the contract. All services shall be performed complete for price bid regardless of final cost incurred. No additional costs, expenses or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices shall be firm and fixed for the term of the contract and any subsequent renewal periods.

18. Supplemental Services (Optional): It is understood that additional out-of-scope work may be required during the term of contract that is not within the scope of program services, as described herein. Bidder is requested to propose pricing information for optional supplemental services on the Form of Proposal, Part B.

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

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

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

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

Supplemental Services (Optional): Pricing proposed for supplemental services shall not be evaluated or considered in Bid award. SBAC reserves the right to reject and negotiate proposed pricing with the low, responsive and responsible Bidder if it is deemed to be in the best interest of the District. Furthermore, SBAC reserves the right to purchase any and all supplemental services from any source or via any procurement method deemed to be in the District’s best interest.

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

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

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

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

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

TECHNICAL SPECIFICATIONS

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

A. INITIAL SERVICE AND DOCUMENTATION:

1. Comprehensive written procedures detailing the tasks to be performed at each site for each system shall be provided to the District Representative prior to start of initial water testing and treatment.
2. Successful Bidder shall provide a report for all facilities listed in the Attachment D.
3. The reports shall document the water quality of each HVAC Water System, including chilled water, heating hot water, and cooling tower water. See items B.3 (a)-(g), B.5, B.6, B.9, and B.12 below. The reports shall include lab analyses and recommendations.
4. Monthly service visits shall be made for all closed loop systems for the first six months of the contract. When these systems have stabilized, services visits shall be quarterly.

B. ROUTINE WATER TESTING AND TREATMENT:

1. Comprehensive written procedures detailing the tasks to be performed at each site for each system shall be provided to the District Representative prior to start of routine water testing and treatment.
2. Provide a minimum of one (1) quarterly service visits for each closed loop system at each location listed on Attachment D. A service schedule shall be provided to the District Representative for each location prior to commencement of the contract. The schedule shall be coordinated with the individual facilities. The first visit shall be to complete the "Initial Documentation" task described herein.
3. Provide testing and treatment reports for each system. All testing and chemical treatment will be provided by successful Bidder. No testing or chemical treatment will be done by SBAC personnel. Written service reports, which will be submitted to the District Representative within (5) days of each visit, shall include all testing data and list any problems found within each system and recommendations for resolving the identified issues.

Monthly testing shall include, but not be limited to:

- a) Chlorides
 - b) Total Alkalinity
 - c) Calcium Hardness
 - d) Conductivity
 - e) Inhibitor Level
 - f) Mass Balance (chloride cycles vs. calcium & "m" alkalinity cycles)
 - g) Holding Time Index
4. pH must be maintained in a range that is appropriate for the metals contained in the system. For multi-metal systems with aluminum, the pH shall be 6.0-8.5. For multi-metal systems with stainless steel, the pH shall be 7.0-9.5. Total alkalinity shall be 100-500 ppm as CaCO₃. Filtration shall be at or below 5 microns. Total suspended solids shall be below 10 ppm. Corrosion inhibiting compounds shall be used to protect metals per ASTM D2688. Aluminum less than 0.25 MPY. Copper less than 0.1 MPY and soluble copper less than 0.25 ppm. Steel less than 3.0 MPY.
 5. Semi-annual reviews shall be provided/scheduled by successful Bidder for the benefit of the District Representative.
 6. On-site aerobic microbiological growth-monitoring shall be provided a minimum of once every (3) months (4 times annually). Monitoring results shall be available within 3 to 5 days of the test. A growth of 10⁴ or less shall be maintained by the biocide program.
 7. On-site anaerobic microbiological growth monitoring shall be conducted a minimum of every six months or as per equipment manufacturer and/or materials require. Monitoring results shall be made available within 3 to 5 days following the test.
 8. Successful Bidder shall provide all necessary testing equipment and reagents for testing during the term of the contract.

9. Successful Bidder shall test feed and control systems during each scheduled service.
10. Successful Bidder shall furnish labor to maintain, service, and repair closed tower feed and control systems as needed. Repair and replacement parts and components will be provided by SBAC.
11. Successful Bidder shall be available for consultation regarding purchase and installation of new feed and control equipment.
12. Cooling towers shall be limited to four (4) cycles of concentration based on water hardness and alkalinity.

C. CHEMICAL PRODUCTS:

1. Successful Bidder shall provide all chemicals necessary for successful performance of the services. Chemicals shall be stored off site. No on-site chemical storage will be permitted. Successful Bidder shall dispose of all expended chemical containers off-site. Successful Bidder shall be responsible for chemical transfer between containers and between sites. The cost of all necessary chemicals and disposal of expended chemical containers shall be an element of the Bidder's overhead burden in the unit prices bid
2. Safety Data Sheets (SDS) shall be provided to the District Representative for all items, materials and/or substances that will be used at each site listed in Attachment D. Successful Bidder shall supply and maintain current SDS sheets for all chemicals used. No formaldehyde shall be accepted in any quantity as a component of any chemical submitted for water treatment.
3. All chemicals used shall be in accordance with all federal, state, county, and city statutes, laws, rules, and ordinances.
4. Successful Bidder shall maintain a record of all chemicals used during the contract.
5. Cooling tower inhibitor shall not contain molybdate or chromate.
6. Cooling tower biological control will be accomplished through the timed addition of ten (10) DTEA and isothiazolin, and/or bromine tablets.
7. Hot and chilled water closed loop systems shall use a phosphonate/silicate/polymer/azole blend or nitrate sorate blend.

24. Service Site Directory: Refer to Appendix A for a complete listing of all schools and centers that shall be serviced under the awarded contract.

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

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

26. Equipment Shut-Down: Bidder shall not shut-down any equipment for more than sixty (60) minutes without giving a minimum one (01) business day notification to service site prior to shut-down except under emergency conditions. It shall be the responsibility of Bidder to notify District Representative in advance of any anticipated extended equipment shut-down of forty-eight (48) hours or more. When possible, Bidder shall schedule program services during off-peak hours of facility operations.

SBAC reserves the right to request rescheduling of program services should it be determined that any equipment shut-down would cause a significant interruption of facility operations.

27. Correction of Work: Bidder shall promptly correct all work rejected as faulty, defective, or failing to conform to contract specifications, whether observed before or after substantial completion of the work, and whether or not completed.

Deficiencies noted shall be documented and remedy effected within five (05) business days of notification, unless additional time is required and granted by the District Representative.

ATTACHMENT C
FORM OF PROPOSAL
IFB 25-10
HVAC WATER TREATMENT SERVICE (DISTRICT-WIDE)

Price shall include, but not be limited to, all labor, chemicals, equipment, tools, materials, analyses, tests, reports, and transportation necessary to provide the services described herein. Award will be made to the low responsive and responsible Bidder.

Item #	Description	Annual Cost
01	Initial Service and Documentation (Reference Attachment B):*	\$
02	Routine Service and Documentation (Reference Attachment B):**	\$
AWARD TOTAL:		\$
*One-time, non-recurring charge for systems shock;		
**Price to be charged during base contract period and contract renewals, if any.		

Addition or reduction in quantity of equipment may occur during the life of the contract. These rates will not be evaluated as part of contract award, but may be negotiated with successful Bidder at the sole discretion of SBAC. Please list the rate, per assigned unit of measure, for each type of equipment:

#	Equipment Type	Unit of Measure	Cost per U/M
1	Closed loop system	Cost per 1000 gallons, 10% water loss	\$

Supplemental Services – In the event out-of-scope work is required, Bidder will charge SBAC in accordance with the following rates. These rates will not be evaluated as part of contract award, but may be negotiated at the sole discretion of SBAC.

Labor (Bidder to define labor categories and provide hourly labor rate(s), which shall include truck and travel costs and all customary tools of the trade).

#	Labor Category	Straight-Time Hourly Rate	Over-Time Hourly Rate
1		\$	\$
2		\$	\$
3		\$	\$

Purchased supplies, parts, materials, and equipment at Bidder's cost plus a % markup:

#	Item	Bidder's Cost	Markup %	Extended Amount
1	Solenoid Valve	\$	%	\$
2	Coupon Rack	\$	%	\$
3	Advantage Control controller	\$	%	\$
4	Pulsafeeder pump	\$	%	\$
5	Other (please specify):	\$	%	\$

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

Acknowledgement of receipt of addenda (if applicable):

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

QUESTIONNAIRE:

Facility Information

Location of facility from which services will be provided under this contract:

Firm Name: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

Phone #: _____ Fax #: _____

Contact Information

Designated Account Representative:

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Second Contact (if Account Representative is not available):

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Designated Project Manager responsible for conducting inspections, taking measurements, and generating work proposals:

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Business Operations

- Does your firm have the ability and experience to perform all services as described? Yes No
If no, list exceptions and provide explanation with Bid submittal.
- Is it your firm's intent to subcontract any part of this contract? Yes No
If yes, provide subcontractor information with Bid submittal.
- Current number of Chemists available under this contract: _____
- Current number of Filed Representatives available under this contract: _____
Do all personnel meet all qualifications as specified? Yes No
- Does your firm currently have in possession all specified equipment to perform work? Yes No
- Is your business office staffed during regular business hours? Yes No State hours: _____ to _____

Experience

- Years in business under present name: _____
- Years performing contract services in State of Florida: _____ Alachua County: _____

References

Provide five (05) references from commercial accounts or other public agencies within the State of Florida that your firm has provided services specified herein for clients that have cooling towers and chillers, 200 tons or larger, serviced by Bidder within the last year. This list shall contain Client name, contact and phone #, contract term, contract value (\$), and number of cooling towers and chillers serviced.

1) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

Telephone #: (_____) _____ Under current contract: Yes No

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

Description of services provided: _____

2) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

Telephone #: (_____) _____ Under current contract: Yes No

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

Description of services provided: _____

3) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

Telephone #: (_____) _____ Under current contract: Yes No

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

Description of services provided: _____

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

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

ATTACHMENT D - SITE LOCATIONS AND SYSTEM DESCRIPTIONS

Site	Approx. Tonnage	General Equipment Description
AQ Jones	150	1 Chilled Closed-Loop System (2 Chillers)
Alachua Elementary	160	1 Chilled and 1 Closed-Loop-Hot (1 Boiler, 2 Chillers)
Bishop Middle	180	3 Chilled Closed Loop Systems (3 Chillers)
Buchholz High	520	1 closed circuit counter flow tower with multiple water source heat pumps with 1 alfa laval heat exchanger; Five Closed-Loop Systems Consisting of 1 Chilled, 1 Process, 3 Hot (3 Chillers, 5 Boilers, and multiple water source heat pumps)
Eastside High	430	Three Closed-Loop Systems Consisting of 1 Chilled, 2 Hot (3 Boilers, 2 Chillers)
Fernside Family Services	70	1 Chilled Closed-Loop System
Ft. Clarke Middle	350	1 Closed-Loop System-Hot and 1 Chilled Closed-Loop System (1 Boiler, 2 Chillers)
Gainesville High	235	6 Closed-Loop Systems Consisting of 4 Chilled, 2 Hot (2 Boilers, 4 Chillers)
Hawthorne High	0	1 Closed-Loop System-Hot
Hidden Oak Elementary	150	2 closed circuit counter flow cooling towers, 1 closed process loop, 1 closed hot water loop, 2 boilers, multiple water source heat pumps
High Springs Community	0	1 Closed-Loop System-Hot
Idylwild Elementary	215	3 Chilled Closed-Loop Systems (3 Chillers)
CB Parker Elementary	250	2 Chilled and 1 Closed-Loop-Hot (1 Boiler, 3 Chillers)
Kanapaha Middle	750	1 Chilled Closed-Loop System and 1 Closed-Loop System-Hot (2 Boilers, 3 Chillers)
Littlewood Elementary	195	3 Chilled Closed-Loop Systems (3 Chillers) <u>*Under Construction through 07/2025*</u>
Meadowbrook Elementary	300	1 Chilled Closed-Loop System (2 Chillers)
Metcalfe Elementary	200	3 Chilled Closed-Loop Systems (3 Chillers)
Newberry High	0	1 Closed-Loop System-Hot
Oakview Middle	585	1 Chilled Closed-Loop System and 2 Closed-Loop Systems-Hot (3 Chillers, 3 Boilers)
Prairie View Academy	125	2 Chilled Closed-Loop Systems (2 Chillers)
Rawlings Elementary	65	1 Chilled Closed-Loop System
Santa Fe High	0	1 Closed-Loop System-Hot
Talbot Elementary	150	2 closed circuit counter flow cooling towers, 1 closed process loop, 1 closed hot water loop, 2 boilers, multiple water source heat pumps
Westwood Middle	60	1 Chilled Closed-Loop System
Wiles Elementary	150	2 closed circuit counter flow cooling towers, 1 closed process loop, 1 closed hot water loop, 2 boilers, multiple water source heat pumps

APPENDIX A

#	SCHOOL	PHONE #	ADDRESS	CITY	ZIP
	ELEMENTARY				
0161	ALACHUA	386 462-4129	13800 NW 152 nd Place	Alachua	32615
0031	C.B. PARKER	352 955-6725	1912 NW 5 TH Ave.	Gainesville	32603
0482	HIDDEN OAK	352 333-2820	2100 Ft. Clarke Blvd.	Gainesville	32606
0461	HIGH SPRINGS COMM.	386 454-4199	1015 N. Main	High Springs	32643
0321	IDYLWILD	352 955-6729	4601 SW 20 TH Terrace	Gainesville	32608
0091	LITTLEWOOD	352 955-6732	812 NW 34 TH St.	Gainesville	32605
0520	MEADOWBROOK	352 333-2865	11525 NW 39 th Ave.	Gainesville	32606
0101	W. A. METCALFE	352 955-6733	1250 NE 18 TH Ave.	Gainesville	32609
0341	W.K.RAWLINGS	352 955-6735	3500 NE 15 TH St.	Gainesville	32609
0561	WM. S. TALBOT	352 955-6736	5701 NW 43 RD St.	Gainesville	32653
0501	KIMBALL WILES	352 955-6879	4601 SW 75 TH St.	Gainesville	32608
	MIDDLE SCHOOLS				
0121	HOWARD W. BISHOP	352 955-6721	1901 NE 9 TH ST.	Gainesville	32606
0481	FORT CLARKE	352 333-2819	9301 NW 23 RD Ave.	Gainesville	32609
0502	KANAPAHA	352 955-6963	5005 SW 75 TH St.	Gainesville	32608
0591	OAK VIEW	352 472-1134	1203 SW 250 TH St.	Newberry	32669
0141	WESTWOOD	352 955-6738	3215 NW 15 TH Ave.	Gainesville	32605
	HIGH SCHOOLS				
0431	BUCHHOLZ	352 955-6722	5510 NW 27 TH Ave.	Gainesville	32606
0421	EASTSIDE	352 955-6724	1201 SE 43 rd Street	Gainesville	32641
0151	GAINESVILLE	352 955-6727	1900 NW 13 TH St.	Gainesville	32609
0201	HAWTHORNE MIDDLE/HIGH	352 481-1918	21403 SE 69 th Ave.	Hawthorne	32640
0261	NEWBERRY	352 472-1133	400 SW 258 TH St.	Newberry	32669
0271	SANTA FE	386 462-3494	16331 NW U.S. 441	Alachua	32615
	CENTERS				
	A.Q. JONES CENTER	352 955-6840	1108 NW 7 TH Ave.	Gainesville	32601
	FEARNSIDE FAMILY SERVICES	352 955-6875	3600 NE 15 TH St.	Gainesville	32609
	PRAIRIE VIEW ACADEMY	352 955-6714	1801 SE 35 TH Ave.	Gainesville	32641