

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b> SUBMIT OFFER TO: <i>See Bid mailing instructions on page 2</i>		<b>REQUEST FOR PROPOSAL</b> Offeror Acknowledgement and Acceptance	
<b>RFP TITLE:</b> Annual Master Task Order Contract for General Contractor Services - Minor Projects		<b>RFP NO.</b> 20-07	
<b>DELIVERY F.O.B. DESTINATION:</b> School Board of Alachua County, Florida		<b>ISSUE DATE:</b> September 13 ,2019	
		<b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (844)269-9018	
<b>RFP DUE DATE AND TIME:</b> October 8, 2019 @ 3 PM Local Time		<b>RFP OPENING:</b> Purchasing Department	

A pre-proposal meeting is scheduled for **1:30 pm, September 23, 2019, Sivia Center, 3700 NE 53<sup>rd</sup> Ave., Gainesville, FL 32609**. This is a **non-mandatory meeting**. Proposals submitted by Offerors not in attendance at this meeting will be accepted by the Purchasing Department.

The undersigned ("Offeror") hereby submits the following proposal and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Request for Proposal ("RFP"), inclusive of the contents of any Addenda hereto. Offeror 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 RFP. Further, Offeror attests that it has not divulged, discussed, or compared this proposal with any other Offeror and has not colluded with any other Offeror in the preparation of this proposal in order to gain an unfair advantage in the award of the pending contract. Finally, Offeror acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

OFFEROR NAME:	
SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:	
TYPED TITLE:	
OFFEROR MAILING ADDRESS:	
AREA CODE/PHONE #:	FAX #:
OFFEROR EMAIL ADDRESS:	OFFEROR WEB ADDRESS:
DATE:	EIN/FEDERAL TAX ID #:

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

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this RFP. Unless exception to this condition is checked below, Offeror, by submitting a Proposal, 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 RFP using the purchasing card. Acceptance of the P-Card may be a factor in award.

☐ Offeror does not accept the above condition.

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

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the RFP         | <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 RFP list only                    |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____  |

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

**SERVICES:** If the services described in this RFP are customarily provided by SBAC or which SBAC is in the business of performing, and, instead, Offeror will provide these services, then the paragraph listed (ref. Attachment A, General Conditions, Instructions to Offerors) will be checked. ☐ Paragraph 61

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

- ☒ Paragraph 63 ☒ Paragraph 64 ☒ Paragraph 65 ☒ Paragraph 66 ☒ Paragraph 67 ☒ Paragraph 68 ☐ Paragraph 69 ☒ Paragraph 70
- ☒ Paragraph 71 ☒ Paragraph 72

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

Offeror's Proposal 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.), send Proposal to:

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

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

**Proposals received after such date and time are late and will not be considered for award.** Late Proposals will be returned unopened to the Offeror. The responsibility for delivering Proposals 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 Offeror. Proposals 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 a Proposal is received.

At this time a public reading of the name of each Offeror submitting a Proposal will be held. At a regularly scheduled meeting of the Board, the Proposals as so opened, tabulated and evaluated as prescribed by the RFP, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Proposal accepted or contract awarded shall be to the responsible Offeror, whose proposal is most advantageous to the Board, price and other factors herein considered. Further, any proposal accepted or contract awarded will be to the Offeror meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this RFP.

**RFP Package:** Mark in lower left-hand corner of the envelope containing your Proposal, **"PROPOSAL FOR ANNUAL MASTER TASK ORDER CONTRACT FOR GENERAL CONTRACTOR SERVICES – MINOR PROJECTS, RFP #20-07," TO BE OPENED AT 3:00 P.M., OCTOBER 8, 2019.** Mark your company name and address on upper left-hand corner of the envelope. Proposals 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 Offeror. In all other respects, the School Board of Alachua County is tax exempt.

This RFP, including the General Conditions, Instructions To Offerors–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Offeror's proposal and by reference are made a part thereof:

- ☒ PROPOSER'S ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- ☒ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- ☒ JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM
- ☒ SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM
- ☒ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES
- ☒ ATTACHMENT B - PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION
- ☒ ATTACHMENT C - SPECIAL CONDITIONS
- ☒ ATTACHMENT D - REQUEST FOR TASK ORDER QUOTATION FORM
- ☒ ATTACHMENT E - CONTRACTOR'S STATEMENT OF QUALIFICATIONS FORM

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

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

### Instructions for Certification

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

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

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

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

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

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

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

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

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

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### Certification

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
<b>RFP #20-07 -ANNUAL MASTER TASK ORDER CONTRACT FOR GENERAL CONTRACTOR SERVICES-MINOR PROJECTS</b>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## JESSICA LUNSFORD ACT – OFFEROR AFFIRMATION FORM

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

- A. If Offeror's performance either **is** anticipated to result in direct contact with students, or will give Offeror access to or control of school funds, then the screening standard is that Offeror may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Offeror's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Offeror 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 Offeror's work is non-instructional in nature, then Offeror may be exempt from the background screening requirements above if Offeror meets one of the following criteria: **1)** Offeror is under the direct supervision of a School Board employee or contractor or one or more Offeror employees who have had a criminal history check and meets 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 Offeror employees are physically present with Offeror when Offeror has access to a student and the access remains in the School Board employee's or the contractor's or the Offeror's employees' line of sight; **2)** Offeror is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Offeror submits evidence of meeting the following criteria: a) Offeror meets the screening standards in s. 435.04, b) Offeror's license or certificate is active and in good standing, if Offeror is a licensee or certificate-holder, c) Offeror has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Offeror is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Offeror's employer; **4)** Offeror is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Offeror 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)** Offeror provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

**However, even if Offeror is exempt as defined above, Offeror will be subject to a search of Offeror'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 an Offer in response to this RFP, Offeror swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing procedures, and the laws of the State of Florida. Failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC's finger printing 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. Offeror 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 Offeror's failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

NAME OF OFFEROR	RFP # AND TITLE
	<b>RFP #20-07 -ANNUAL MASTER TASK ORDER CONTRACT FOR GENERAL CONTRACTOR SERVICES-MINOR PROJECTS</b>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL AND M/WBE CERTIFICATION FORM

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

☐ Small Business Enterprise

or a

☐ Minority/Woman 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, and that it has been certified by one or more of the following agencies as an M/WBE:

☐ 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

☐ Other Public Agency within the State of Florida: \_\_\_\_\_

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

NAME OF OFFEROR	RFP # AND TITLE
RFP #20-07 -ANNUAL MASTER TASK ORDER CONTRACT FOR GENERAL CONTRACTOR SERVICES-MINOR PROJECTS	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

<sup>1</sup> If Offeror is not a small or minority business enterprise, then Offeror shall not execute this form.

# ATTACHMENT A

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

### 1. DEFINITIONS:

Request for Proposal (RFP)-a formal request to prospective vendors soliciting written proposals, which contains a description of the commodities and/or services required, all contractual terms and conditions, and sets forth the basis for selecting the successful vendor, price and other factors herein considered.

Proposal-an offer submitted by a prospective vendor in response to a request for proposal (RFP).

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

Offeror- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Proposal or Task Order Quotation in response to an RFP or Response For Task Order Quotation.

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

Master Contract-The submission of a Proposal constitutes an offer by the Offeror. Upon acceptance by School Board of Alachua County ("SBAC"), and as needs arise, the Purchasing Department will issue task order(s) for the services pursuant to the RFP. The Offeror's Proposal, the RFP document, and all task order(s) constitute the complete agreement between the successful Offeror and SBAC. Unless otherwise stipulated in the RFP documents, no other contract documents shall be issued or accepted.

Request for Task Order Quotation - a formal request, made pursuant to the Master Contract, to successful Offerors soliciting written Task Order Quotations, which contain a description of the commodities and/or services required, all contractual terms and conditions, and sets forth the basis for selecting the successful Offeror, price and other factors therein considered.

Task Order Quotation - a response to a Request for Task Order Quotation, which constitutes an offer from a successful Offeror, made pursuant to the Master Contract that, if accepted, would bind the successful Offeror to perform the resulting Task Order.

Task Order - The submission of a Task Order Quotation constitutes a binding offer by the Offeror. Upon acceptance by SBAC, the Purchasing Department will issue a Task Order (AIA Contract A105-2007) for the services described in the Request For Task Order Quotation. Each Task Order shall constitute a separate and individual undertaking and shall be performed in accordance with the Master Contract.

2. ORDER OF PRECEDENCE: In the event of any inconsistency between Attachment A and the other documents that together comprise this RFP, such inconsistency will be resolved by giving precedence in the following order: (a) special conditions; (b) Attachment A; (c) other RFP documents, exhibits, and attachments.

In the event of any inconsistency between the RFP document and any task order(s) issued for construction services, such inconsistency will be resolved by giving precedence in the following order: (a) the RFP document; (b) the task order document.

In the event of any inconsistency between the documents that together comprise a Task Order, excluding the RFP documents, such inconsistency will be resolved by giving precedence in the following order: (a) specifications; (b) drawings; (c) other Task Order documents, exhibits, and attachments that are project-specific.

3. GENERAL OFFERORS INFORMATION: Interested Offerors are advised that SBAC will not, unless specified elsewhere in the RFP document, consider Proposals that contain an escalation clause, nor may a successful Offeror seek an increase in price of the items awarded to them under this RFP.

It is understood that normal Proposal processing time will be 30 - 60 days after the Proposal opening date and that Proposal prices will be firm through Proposal 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 Proposals or Task Order Quotations received, reject any or all Proposals or Task Order Quotations, accept any part thereof, award to other than the low Offeror, award in the best interest of the SBAC, or cancel the RFP or Request for Task Order Quotation at its discretion.

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

The successful Offeror 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. PROPOSAL/TASK ORDER QUOTATION OPENING: Shall be public at the time and date specified elsewhere in this RFP or the Request for Task Order Quotation. It is the Offeror's responsibility to ensure that the Proposal or Task Order Quotation is delivered at the proper time and place. Proposals or Task Order Quotations received after the date and time specified in the RFP or Request for Task Order Quotation will be rejected and returned to the Offeror unopened. Proposals or Task Order Quotations received by telephone, or facsimile transmission will be rejected by SBAC and not considered for contract award.

5. AWARD: SBAC will award a Master Contract to the Responsible Offeror, whose Proposal is most advantageous to SBAC, other technical factors herein described. SBAC reserves the right to make multiple award(s).

A Task Order (AIA Contract A105-2007) will be awarded to the successful Offeror submitting the lowest Task Order Quotation and who meets the requirements for construction services stated in the applicable Task Order specifications and drawings.

6. WORK CONDITIONS/RFP EXAMINATION: Offerors shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Master Contract or any Task Order and shall thoroughly examine and be familiar with the RFP and Request for Task Order Quotation requirements. The failure or omission of any Offeror to become familiar with local work conditions or to examine the RFP or Request For Task Order Quotation shall in no way relieve it of its obligations with respect to the Master Contract or any Task Order awarded hereunder.
7. SILENCE OF THE SPECIFICATIONS: The apparent silence of the RFP special conditions or Request for Task Order Quotation specifications or drawings as to any detail, or the omission from the special conditions, specifications or drawings 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 special conditions, specifications, or drawings shall be made on the basis of this statement.

8. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Proposal or response to a Request For Task Order Quotation 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 RFP or any Task Order awarded, 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 RFP and any awarded Task Order are applicable and in full force and effect. The Offeror's authorized signature appearing elsewhere in the RFP attests to this.

9. **MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS:** Unless expressly stated otherwise in the Request For Task Order Quotation, 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 Request For Task Order Quotation, Offerors may submit any "or equal" product that meets or exceeds the specifications for any items contained herein or in the Request For Task Order Quotation.

For "or equal" products/services, Offerors shall indicate in their Task Order Quotation the manufacturer's name and product number proposed.

Offerors shall submit with their Task Order Quotation, or elsewhere as required by the Request for Task Order Quotation, 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 Offeror'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. Offeror Task Order Quotes that do not meet or exceed the requirements of the specifications will be deemed unacceptable and will not be further considered for award. If an Offeror fails to note the manufacturer and model number in their Task Order Quotation, SBAC will assume that the Offeror is submitting a price based on the specified product(s).

SBAC reserves the right to request separate manufacturer certification of all statements made in the RFP or Task Order Quotations.

10. **FORM:** Proposals and Task Order Quotations must be typed or printed in ink on the form contained in or prescribed by the RFP or Request For Task Order Quotation and shall bear the original signature and name of the company employee authorized to execute contracts on behalf of their firm.

11. **TIE QUOTES:** When tie low Task Order Quotations are received, award shall be made in accordance with SBAC Purchasing Policy 6320.

12. **COLLUSION:** The Proposal and all Task Order Quotations shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Proposal or Task Order Quotation on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.

13. **COMMUNICATION WITH SBAC EMPLOYEES:** Prior to the RFP or Request For Task Order Quotation due date and during evaluation of Proposals or Task Order Quotations by SBAC, communication

with SBAC employees other than the Purchasing Agent regarding the RFP or Request For Task Order Quotation and the contents therein is prohibited, and shall constitute good cause for disqualifying an Offeror. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the RFP or Request For Task Order Quotation in writing.

14. **CONFLICT OF INTEREST:** Master Contract award and award of any Task Order is subject to the provisions of 112, F.S. Offerors must disclose with their Proposal or Task Order Quotation the name of any officer, director, or agent who is also an employee of SBAC. Further, all Offerors must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Offeror's firm or any of its branches.

15. **LOBBYING: OFFERORS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS RFP OR ANY REQUEST FOR TASK ORDER QUOTATION. 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 OFFEROR INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER PROPOSAL ADVERTISEMENT OR ISSUANCE OF A REQUEST FOR TASK ORDER QUOTATION AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS MASTER CONTRACT OR ANY TASK ORDER.

ANY OFFEROR 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 OFFEROR.

16. **INTERPRETATION OF DOCUMENTS AND ADDENDA:** No interpretation of the meaning of the RFP or any Request For Task Order Quotation, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Offeror orally. To be enforceable, all requests for interpretation, correction, or clarification of the RFP or Request For Task Order Quotation shall be made by Offerors no later than 72 hours (weekends, holidays not included) prior to the RFP or Request for Task Order Quotation 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 RFP or Request For Task Order Quotation 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 RFP or Request for Task Order Quotation documents.

Only the interpretation or correction so given by the Purchasing Director or his authorized designee, in writing, shall be binding and Offerors are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP or Request For Task Order Quotation. Offerors should address any questions regarding this Proposal or Request For quotation to SBAC Purchasing Department, at A/C 352-955-7582.

It is the responsibility of the Offeror to frequently check the SBAC Purchasing website at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm) prior to submitting a Proposal or Task Order Quotation to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the RFP or Request for Task Order Quotation.

17. **LINE ITEM PROPOSAL CORRECTIONS:** The use of correction fluid or erasures to correct line item Proposal or Task Order Quotation 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 Proposals or Task Order Quotations will be considered non-responsive for the corrected items only.

18. **OFFEROR'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. **PROPOSAL WITHDRAWAL, CORRECTION:** Prior to the date and time of the public Proposal or Task Order Quotation opening specified in the RFP or Request for Task Order Quotation, Offerors may withdraw or correct Proposals or Task Order Quotations. No withdrawal or correction will be permitted after the RFP or Task Order Quotation opening date and time.

A request for Proposal or Task Order Quotation withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Offeror desiring to withdraw the Proposal or Task Order Quotation. A verbal request to withdraw a Proposal or Task Order Quotation will not be accepted. A Proposal or Task Order Quotation withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.

A potential Offeror desiring to correct or amend its Proposal or Task Order Quotation must do so by replacing the sealed Proposal or Task Order Quotation package currently in the Purchasing Department's possession with a new Proposal or Task Order Quotation package, which must meet the requirements of the RFP and Request for Task Order Quotation and be properly sealed and identified in order to be considered for award. An amended or corrected Proposal or Task Order Quotation package must be accompanied by a letter requesting that it be substituted for the Proposal or Task Order Quotation currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Director or designee, and contain the legally binding signature of the Offeror desiring to correct or amend its Proposal or Task Order Quotation. Such a request must be received in sufficient time for the substitution to be made.

20. **ONE PRICE ONLY:** Unless permitted by the Request for Task Order Quotation, Offerors shall submit only one quote for each product or service listed in the Request for Task Order Quotation. If multiple prices are proposed for any single product or service, the Proposal will be rejected for that item only.

21. **ALTERNATE PROPOSAL:** shall be clearly identified as such on the outside of the Proposal or Task Order Quotation package by using the term "ALTERNATE PROPOSAL" (see page two for additional packaging instructions). If an Alternate Proposal or Task Order Quotation is accepted, SBAC will cancel the current procurement and develop a new RFP or Request for Task Order Quotation using as the basis for its specifications the product and/or services contained in the Alternate Proposal or Task Order Quote. Sole source Alternate Proposals or Task Order Quotes 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.

23. **SAMPLES:** If required, samples submitted by the Offeror, unless elsewhere indicated in the Request For Task Order Quotation, shall become the property of SBAC. Samples shall be provided at no cost to 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 Request For Task Order Quotation number, title, and the opening date and time.

Unless otherwise specified, all samples must be submitted to the Purchasing Department.

24. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the Request for Task Order Quotation, all specified products contained in each Task Order Quote shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, remanufactured or reconditioned product, unless specifically authorized elsewhere in the Request For Task Order Quotation, will not be considered. Any Offeror proposing such items will be deemed non-responsive.

At any time subsequent to Task Order 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 or consultant. In the event the product fails the test, the successful Offeror 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 and testing.

In accordance with the RFP or Request For Task Order Quotation, Offeror 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 Offeror) for reasons attributable to Offeror, Offeror 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.

25. **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 Master Contract or Task Order, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Master Contract or Task Order and shall not be construed to be a waiver of any provision, except for the particular instance.

26. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Offeror(s), purchases may be made under this Contract by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.

27. **OTHER CONTRACTS:** SBAC 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 agreement; or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Proposal or Task Order Quotation received as a result of the RFP or Request for Task Order Quotation, if it is in its best interests to do so.

28. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the RFP or Request for Task Order Quotation, unsatisfactory performance by an Offeror on previous contracts or Task Orders with SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.

29. **OFFEROR REPRESENTATIONS AND QUALIFICATIONS:** Offeror warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the RFP or Request For Task Order Quotation. By submitting a signed Proposal



or Task Order Quotation, Offeror acknowledges that SBAC is relying on the representations and warranties made by the Offeror.

30. **DISPUTE:** With respect to a protest of the specifications contained in an RFP or Request for Task Order Quotation, the notice of protest shall be filed in writing within seventy-two (72) hours after the RFP is posted on the Purchasing Department's Bid Opportunities web page or within seventy-two (72) hours of the email time/date notice of the Request for Task Order Quotation opportunity sent to Offeror by the SBAC Purchasing Department, 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.

Proposal or Task Order Quotation tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Offeror who disputes the Master Contract or Task Order award recommendation shall file a notice of protest in writing within seventy-two (72) hours of the Proposal or Task Order tabulation posting and shall 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 30, 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.

31. **TABULATIONS:** Proposal and Task Order Quotation 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.

32. **NOTIFICATION OF AWARD:** Unsuccessful Offerors will not receive notification of award. Proposal and Task Order Quotation tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.

33. **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 RFP or Request for Task Order Quotation, or proposed by the successful Offeror 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 Master Contract or Task Order within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Offeror from doing business with SBAC.

34. **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 Offerors who use the tangible personal property in the performance of Task Orders for the improvements of SBAC real property as defined in F.S. 192.

35. **SAFETY STANDARDS:** At a minimum, Offeror 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 Master Contract and Task Order.

Offeror 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 Master Contract and Task Order. Further, the Offeror may be disbarred from participating in any future purchases of goods and services made by SBAC for a period of 12 months.

36. **MATERIAL SAFETY DATA SHEETS:** Any items provided hereunder 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.

37. **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 RFP or Request for Task Order Quotation will be returned and/or re-performed at the Offeror's risk and expense.

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

39. **OFFEROR PERSONNEL:** Offeror shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the RFP and Request for Task Order Quotation, to provide the goods and/or services described therein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Offeror, 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 Offeror employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work on site and shall be replaced. Failure to comply with this requirement may result in Master Contract and Task Order termination at the sole discretion of SBAC. Lack of knowledge by Offeror will in no way relieve Offeror 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, Offeror shall notify department or school personnel and follow customary sign-in procedures. All Offeror personnel shall wear clothing identifying them as an employee of the Offeror (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.

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

41. **INVOICES:** Invoices shall be submitted in electronic format to the Facilities Department Project Coordinator via email to [faccapitaloutlayinvoices@gm.sbac.edu](mailto:faccapitaloutlayinvoices@gm.sbac.edu). All invoices shall, at a minimum, include the following:

- ✓ RFTOQ#;
- ✓ 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 applicable Task Order Contract, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 21 days. The number of days will be computed from the date of the Architect or Engineer's signature approval, 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 Offeror waives all rights to payment, any 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.
42. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted list following a conviction for a public entity crime may not submit a Proposal or Task Order Quotation on a contract to provide any goods or services to a public entity, may not submit a Proposal or Task Order Quotation on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals or Task Order Quotations 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 Offeror list.
  43. **LICENSING/PERMITS:** Prior to starting work, the successful Offeror shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.
  44. **REGULATORY COMPLIANCE:** Offeror 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 RFP and any Request for Task Order Quotation.
  45. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate the Master Contract and/or any Task Order resulting from this RFP or Request for Task Order Quotation, or any services hereunder, for its convenience upon ten (10) days advance written notice to the Offeror. SBAC shall compensate the Offeror for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Offeror any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.
  46. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate the Master Contract and/or any Task Order resulting from this RFP or Request for Task Order Quotation for failure of the Offeror to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Offeror. In the event of Master Contract or Task Order termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Offeror shall reimburse SBAC any excess costs incurred thereby.
  47. **INDEPENDENT CONTRACTOR:** Offeror(s) shall have the status of an independent contractor. Offeror(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Offeror 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 Offeror's failure to do so, Offeror shall forthwith reimburse SBAC for the entire amount so paid by it.
  48. **SUBCONTRACTS:** The Offeror 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.
  49. **ASSIGNMENT:** Any Contract between the successful Offeror and SBAC shall not be assigned by the successful Offeror without first obtaining the written consent of the Purchasing Department. Assignment of the Master Contract or Task Order, or any portion thereof, without such written permission shall be grounds for immediate termination.
  50. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** Offeror 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."
  51. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory list may not submit a Proposal or Task Order Quotation to provide goods or services to a public entity, may not submit a Proposal or Task Order Quotation with a public entity for the construction or repair of a public building or public work, may not submit Proposals or Task Order Quotations 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.
  52. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Offeror 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 Offeror, 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 Offeror in performance of the work described herein; or (c) liens, claims or actions made by the Offeror 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 Offeror 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 Offeror.  
  
Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Offeror recognizes that and covenants that it has received consideration for indemnification provided herein.  
  
The Offeror 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 Master Contract and any awarded Task Order.
  53. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Offeror should breach this Master Contract or any Task Order, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Master Contract and any Task Order, including without limitation termination for convenience.

54. **CONE OF SILENCE:** A Cone of Silence is in effect for this RFP and all Request for Task Order quotations as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm), or date/time receipt on the Request for Task Order Quotation opportunity notice sent by the SBAC Purchasing Department. 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 RFP between:

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

Unless specifically provided otherwise in the RFP or Request for Task Order Quotation, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Offeror, 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, Offeror, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Offeror, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Offeror, proposer or respondent voidable.

55. **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 Offeror 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 Offeror 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 Offeror 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.

56. **LIFE CYCLE COSTING:** If so specified in any Request for Task Order Quotation, 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.

57. **WARRANTY OF ABILITY TO PERFORM:** Offeror 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 Offeror's ability to satisfy its Master Contract or Task Order obligations. It shall be the responsibility of Offeror to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Master Contract. In the event Offeror 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.
58. **RECORDS RETENTION AND ACCESS:** Offeror shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Offeror shall, with reasonable notice, provide SBAC access to these records during the above retention period.
59. **CONFIDENTIAL INFORMATION:** Offeror recognizes and acknowledges that Offeror, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, school building plans, and access to SBAC networks (hereinafter "Confidential Information"). Offeror agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the Master Contract resulting from this RFP, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following expiration of said contract, Offeror, 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 Offeror's facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. Offeror shall be required to complete an access request form. The form, along with a copy of the contract award letter or RFP document, will be sent to the IT Department for processing. Temporary access to SBAC data or networks will terminate on or before the contract expiration date. Further, Offeror shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference, available at <http://www.sbac.edu/files/IOHzs/a70b66390a32737c3745a49013852ec4/YearlyACPSINFOSECRES1.pdf>.
60. **FLORIDA PREFERENCE:** When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Proposals from Offerors having a principal place of business outside the State of Florida. When applicable, all Offerors must complete and include Offeror's Statement of Principal Place of Business with its Proposal. Failure to comply shall render its Proposal non-responsive and therefore not subject to contract award.

Item 61 Applies To Services To Be Performed By Offeror, Which Are Customarily Provided By SBAC Or Which SBAC Is In The Business Of Providing. SBAC Will Indicate In The "Offeror Acknowledgement And Acceptance Form" Whether Or Not This Provision Applies To The Services To Be Performed By The Successful Offeror(S). If The Offeror Has Questions Regarding The Application Of Chapter 119, Florida Statutes, To The Offeror's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At (352) 955-7461, [Staffattorney@gm.sbac.edu](mailto:Staffattorney@gm.sbac.edu), 620 East University Avenue, Gainesville, Florida 32601.

61. Offeror is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Offeror's duties under this RFP, 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 Offeror does not transfer the records to SBAC; d. Upon completion of the contract, transfer, at no cost, to SBAC all public records in possession of Offeror or keep and maintain public records required by SBAC to perform the service. If Offeror elects to transfer all public records to SBAC upon completion of the contract, Offeror shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If Offeror keeps and maintains public records upon completion of the contract, Offeror 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.

62. **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 RFP. 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 63-72 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "OFFEROR ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL OFFEROR(S).

63. **COPELAND "ANTI-KICKBACK" ACT:** All Offerors 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 Offeror 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.
64. **DAVIS BACON ACT** (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Offerors 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, Offerors 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, Offerors must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Offeror 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 Offerors. SBAC will report all suspected or reported violations to the Federal awarding agency.
65. **CONTRACT WORK HOURS & SAFETY ACT** (34 CFR 80.36(i)(6)): Offerors 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.

66. **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, Offeror 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).
67. **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352): For Contracts exceeding \$100,000, Offerors 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.
68. **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.
69. **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.
70. **DRUG-FREE WORKPLACE CERTIFICATION:** Tie proposal preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition; b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) In the statement specified in subsection (I), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the

employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

71. 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).
72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: An Offeror that, at the time of bidding or submitting a Proposal 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 RFP, Offeror 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 Offeror awarded a contract as a result of this RFP 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 RFP if Offeror 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 an Offeror 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.

**REQUEST FOR PROPOSAL #20-07**  
**ANNUAL MASTER TASK ORDER CONTRACT FOR GENERAL CONTRACTOR SERVICES – MINOR PROJECTS**

**ATTACHMENT B – PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION**

- A. PROPOSAL COPIES: Offerors shall submit one (1) printed original and six (6) copies, as well as one (1) digital copy contained on a thumb-drive, which shall be included in the original proposal.

*Elaborate proposals are not necessary, nor desirable. Color images, complex charts, and other graphic design features are not required. Proposals should be **concise**, logically organized (see below), and address only the Offeror's proposed services in light of the requirements of this RFP;*

B. PROPOSAL EVALUATION AND EVALUATION CRITERIA

1. A Proposal Evaluation Committee ("PEC"), composed of representatives from the Facilities Department, will screen and evaluate all proposals submitted. The Purchasing Director will participate on the PEC in a non-voting, advisory capacity only;
2. The PEC will consider all proposals received that comply with the RFP submittal requirements;
3. Each proposal will be evaluated based on how well it addresses the criteria listed below. Offerors may include any other information that they deem pertinent to their ability to provide the general construction services described herein (see Tab 2 below);
4. The PEC may recommend contract award on the basis of initial proposals received without further clarification, discussions, or negotiations;
5. The PEC may seek additional clarification from any or all Offerors as necessary to completely evaluate proposals, including conducting phone interviews with, or requesting formal presentations by, any or all Offerors submitting proposals. All clarifications, phone interviews, or formal presentations will be based on the proposals received by the District;
6. The PEC will rank proposals in descending order of preference. No less than five (5) top ranked Offerors will be recommended for contract award in each of the four construction categories (see below).
7. The PEC may, within the confines of the RFP, negotiate further terms and conditions.

EVALUATION CRITERIA	POINTS
Experience (see Attachment E)	300
Quality of Work (see Attachment E)	300
Project Control in terms of Budget and Schedule (see Attachment E)	300
M/WBE Out-Reach Program (Tab 3)	100

## PREPARATION OF PROPOSALS AND CONTENTS

In order to facilitate review by the PEC, Proposals shall be organized as follow:

### Tab 1 Forms

- Signed Offeror Acceptance and Acknowledgement (see page 1)
- Signed Debarment Form (see page 3)
- Signed Jessica Lunsford Act Form (see page 4)
- Signed Small, M/WBE, VEB Form (see page 5)
- Proof of Insurance (see pages 19-20)
- Copy of Offeror's CGC license(s) or CBC license(s) issued by the State of Florida Construction Industry Licensing Board
- Letter of Intent from Offeror's surety company stating they will provide payment and performance bonds on behalf of the Offeror for construction services exceeding \$200,000 for any single Task Order and stating the total aggregate amount for all outstanding contracts. The Letter of Intent will also state that the Surety Company(s) will provide bonds using AIA Document A312-2010 and that the Surety Company(s) will comply fully with 255.05 F.S. and the requirements for Task Order bonding stipulated in the RFP. Finally, the Surety Company(s) will provide a copy of its valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308 (see pages 18 and 19). This requirement does not apply to Category 1 Task Order contractors (see below).
- Offeror's Current W-9 Form

### Tab 2 Offeror shall provide the following:

- Letter of Transmittal: letter shall include a positive commitment to perform the services as described herein;
- Any additional information that Offeror deems pertinent to its ability to provide the general construction services described herein.

### Tab 3 M/WBE Out-Reach Program:

SBAC is committed to M/WBE subcontractor participation in the Task Order process. The terms Minority and Women Business Enterprise are defined in F.S. 288.703. Pursuant to this commitment, SBAC has established the following subcontracting goals:

Task Order Category 1: 5%  
Task Order Category 2: 7.5%  
Task Order Category 3: 10%  
Task Order Category 4: 15%

Offerors shall describe in detail their M/WBE out-reach program and the types of reports that will be provided to SBAC evidencing their proactive, good-faith efforts to meet or exceed these goals.

### Tab 4 Attachment E – Contractor's Statement of Qualifications Form (see page 61)



**REQUEST FOR PROPOSAL #20-07 – ANNUAL MASTER TASK ORDER CONTRACT FOR GENERAL  
CONTRACTOR SERVICES – MINOR PROJECTS**

**ATTACHMENT C – SPECIAL CONDITIONS**

**Scope of Services**

The School Board of Alachua County, Florida (hereinafter “SBAC”, “District”, or “Owner”) is seeking prospective certified Building and General Contractors (hereinafter “Offerors”, “Quoters”, “Contractors”, or “Contractor”) to respond to this Request for Proposal (“RFP”) to provide construction services in accordance with the requirements stated herein.

Offerors shall provide all personnel, technical expertise, supplies, equipment, materials, supervision, and labor necessary for proper execution and performance of the services described in this RFP and any awarded Task Orders.

For the purpose of this RFP, a Building or General Contractor is defined as a company whose sole or primary business is to supervise and coordinate the overall construction of a project, including hiring and supervising specialty contractors for specific tasks (i.e. plumbing, electrical, HVAC, site work, etc.). The Building or General Contractor may also perform many of the individual construction tasks required to complete the project.

Road and bridge projects are excluded from this RFP.

SBAC is seeking the services of not less than five (5) qualified construction firms per Task Order category (see below), licensed in the State of Florida, to provide complete construction services including, but not necessarily limited to:

- New construction
- Renovations and remodeling
- Demolition associated with renovations and remodeling

Successful Offerors will provide complete construction services, as may be required by SBAC, for projects estimated to cost more than \$50,000, but less than \$2,000,000. SBAC shall require successful Offerors to provide payment and performance bonds for projects estimated to cost \$200,000 or more, using AIA Document A312-2010, issued by a surety company acceptable to SBAC. In the absence of any bonding, liquidated damages may apply. The School Board of Alachua County will approve all Task Orders awarded pursuant this RFP.

SBAC makes no guarantee as to the volume of Task Order work that will be awarded under this Master Contract.

Successful Offerors shall be knowledgeable of and comply with all local, state, and federal ordinances, codes, regulations, and laws.

**RFP Timeline**

Issue RFP	September 13, 2019
Non-Mandatory Pre-Proposal Meeting	September 23, 2019, at 1:30 pm in the Sivia Center
Last Day for Offeror Questions	September 26, 2019 by Noon (no later questions will be answered)
Proposals Due	October 8, 2019, on or before 3 pm Local Time
Contract Award	TBD

Any questions regarding this RFP shall be directed to Wayne Hackett, Purchasing Director, via email at [hacketwd@gm.sbac.edu](mailto:hacketwd@gm.sbac.edu).



## **Task Order Categories**

Category	Estimated Task Order Amount	Licensing Requirement*	Payment/Performance Bond Requirement	Insurance Requirement
1	\$50,000-\$199,999.99	CBC or CGC	No	Yes (pages 19-20)
2	\$200,000-\$499,999.99	CBC or CGC	Yes (pages 18-19)	Yes (pages 19-20)
3	\$500,000-\$999,999.99	CGC Only	Yes (pages 18-19)	Yes (pages 19-20)
4	\$1,000,000-\$2,000,000	CGC Only	Yes (pages 18-19)	Yes (pages 19-20)

\*CBC license restrictions apply

Offerors may elect to participate in one category, multiple categories, or all categories. However, if electing to participate in multiple categories, they may not bypass categories in between. For example, if an Offeror wants to participate in Categories 1 and 3, they shall also participate in Category 2.

## **Master Contract Term**

Three years from the date of contract award, with one two-year renewal option to be exercised upon mutual agreement of the parties. Contract renewal, if any, will be subject to the same terms and conditions as the initial three-year Master Contract term.

## **Master Contract Award and Maintenance**

Award will be made to Offerors receiving the highest point scores from the Proposal Evaluation Committee (“PEC”), as described above.

During the initial Master Contract term and the renewal period, if any, successful Offerors shall maintain the applicable Task Order category licensing, insurance, and bonding stipulated herein. SBAC will suspend a successful Offeror’s Master Contract for failure to comply with these requirements and said Offeror shall cure licensing, insurance, or bonding deficiencies within ten (10) business days of suspension by SBAC, or its Master Contract and/or Task Order(s) will be terminated.

In addition, SBAC may terminate a successful Offeror’s Master Contract and/or Task Order(s) upon occurrence of any of the following:

- Public entities crime conviction (reference Attachment A, page 10);
- Placement on the State of Florida’s discriminatory bidder’s list (Ref. Attachment. A, page 10);
- Failure, without good and sufficient cause, to complete a Task Order on schedule;
- Failure, without good and sufficient cause, to comply with the specifications, drawings, and terms and conditions contained in this RFP or any Task Order awarded hereunder;
- Failure to provide a bond as required by any Task Order awarded hereunder;
- Refusal or failure to execute and complete any Task Order awarded hereunder;
- A habitual record of failure to participate in Request for Task Order Quotations;
- A habitual record of lack of good faith in meeting SBAC’s M/WBE subcontracting goals;
- Offeror becomes insolvent, files for court financial protection or is declared bankrupt;
- Any other cause the Purchasing Director determines to be serious and compelling.

Master contract administration and Task Order award is the responsibility of the Purchasing Department. Post award contract administration and project management is the responsibility of the Facilities Department.

## **Master Contract Modification**

SBAC reserves the right at any time, with the agreement of successful Offerors, which shall not be unreasonably withheld, to make changes to the terms and conditions of the Master Contract.

On the anniversary date of contract award and annually thereafter, SBAC may, at its sole discretion, consider adding general and building contractors to the existing pool(s) of qualified, awarded Contractors hereunder. The evaluation

and award of additional contracts will, in large part, mirror the process described herein, and any added Contractor will, as a condition of award, agree to adhere to all terms, conditions, and provision contained in this RFP.

### **Task Order Administration**

The Facilities Department will assign a Project Coordinator to each Task Order. The Project Coordinator is responsible for administering the Task Order from the date of award through completion and project close-out, including but not limited to, the following:

- Issue the Notice to Proceed and all other documents relating to Task Order administration;
- Ensuring successful Offeror's compliance with all Task Order terms, conditions, specifications, and drawings, and the Task Order schedule;
- Monitoring successful Offeror's progress during execution of the Task Order;
- Reviewing and approving payment applications;
- Change orders.
- Project Close-Out

### **Procedures for Task Order Award**

1. The Facilities Department will identify, estimate the cost of, and fund a project for completion in accordance with this RFP;
2. The Facilities Department will develop a construction package consisting of a general scope of work, licensing requirements, other project-specific terms and conditions, and drawings and specifications prepared by a registered Architect or Engineer, or prepared in-house by SBAC staff;
3. The Purchasing Department will incorporate the construction package into a Request for Task Order Quotation using the sample form found at Attachment D (page 56). The Request For Task Order Quotation will be issued to all successful Offerors within the applicable Task Order category, who are in good standing with SBAC. A pre-quote meeting will be scheduled and held at the project site. If applicable, addenda will be issued to all successful Offerors;
4. Sealed firm fixed-price Task Order Quotations will be submitted by successful Offerors on or before the due date noted in the Request For Task Order Quotation. A public opening of Task Order Quotations received will be held. Late Quotes will not be accepted. If less than two quotes are received, SBAC may cancel the Request For Task Order Quotation. Further, SBAC may, in its sole discretion, cancel any RFTOQ solicitation prior to award;
5. Award will be made to the successful Offeror submitting the lowest responsible quote at the next regularly scheduled meeting of the Board;
6. Following approval by the Board, a Task Order (AIA Contract A105-2007) contract will be issued by the Purchasing Department to the successful Offeror, who will then have approximately three (3) working days (Mon.-Fri.) to provide payment/performance bonds (Task Order Categories 2-4).
7. If the amount of the awarded Task Order is equal to or greater than \$100,000, the successful Offeror will not be eligible to participate in the next RFTOQ solicitation, if that solicitation is issued within 3 months of the RFTOQ due date of the then awarded Task Order contract.

### **Exempt Projects**

SBAC reserves the right to acquire general construction services from any other source or via any other procurement method deemed by SBAC to be in its best interests without penalty or prejudice to SBAC or the successful Offerors.

### **Performance and Payment Bonds**

The successful Offeror(s) shall be required to provide Performance and Payment bonds, in the form prescribed by AIA Document A312-2010, in the amount of 100% of the Task Order amount for all Task Order category 2-4 projects. Bond costs will be included in the firm fixed-price Task Order Quotation submitted by successful Offerors in response to a Request For Task Order Quotation. Bid Bonds are not required.

The cost of the Bonds shall be borne by the Contractor. The Bonds shall be accompanied by a duly authenticated or certified document, evidencing that the person executing the Bonds on behalf of the Surety had the authority to do so on the date of the Bonds. In the usual case, conferring of that authority has occurred prior to the date of the Bonds,

and the document showing the date of appointment and enumeration of the powers of the person executing the Bonds is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification cannot be earlier than the Agreement.

To be acceptable to SBAC as Surety for Performance Bond and Payment Bonds, a Surety company shall comply with the following provisions:

1. The Surety Company is admitted to do business in the State of Florida.
2. The surety company shall have been in business and have a record of successful continuous operations for at least five (5) years.
3. The Surety Company shall have at least the following minimum ratings:

Contract Amount			Rating*	(Best's Financial Rating)*
0	to	100,000	A-	Class VII
100,000	to	500,000	A	Class VIII
500,000	to	750,000	A	Class IX
750,000	to	1,000,000	A	Class X
1,000,000	to	1,500,000	A	Class XI
1,500,000		or more	A	Class XII

\*A.M. Best's Policyholder's Rating of "A" (which signifies A=Excellent, based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment).

4. The surety company shall not expose itself to any loss on any one risk in the amount exceeding 10% of its surplus to policy holders, except in instances where:
  - (a) Any risk or portion of any risk which shall have been reinsured in which case, these minimum requirements contained herein also apply to the reinsuring carrier. Such excess of ten percent (10%) assumed by the Insurance Commissioner to do such business in this state shall be deducted from the exposed loss on any risk in determining the limitation of risk prescribed in this section.
  - (b) In the case of a surety insurance company, there shall be deducted, in addition to the deduction for reinsurance, the amount assumed by any co-surety. The value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety.

The Contract Bonds shall be executed on behalf of the Contractor in the same manner and by the same person who executed the Task Order contract.

### **Insurance Requirements**

Contractor shall maintain the following minimum insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY including CONTRACTUAL LIABILITY (Acord 25-S)
- B. AUTOMOBILE LIABILITY (Acord 25-S)
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY (Acord 25)

#### *Minimum Limits of Contractor's Insurance:*

- A. Commercial General Liability including Contractual Liability
  1. Each Occurrence .....\$1,000,000
  2. Fire Damage (any one fire) .....\$50,000
  3. Medical Expenses (any one person).....\$5,000
  4. Personal and advertising injury.....\$1,000,000
  5. General Aggregate (**shall apply per project**) .....\$2,000,000
  6. Products/Completed Operations Aggregate.....\$2,000,000
- B. Automobile Liability (All vehicles, owned and non-owned)
  1. Combined Single Limit .....\$1,000,000

- C. Workers' Compensation and Employer's Liability (FL 440)
  - 1. Employer's Liability Each Accident.....\$100,000
  - 2. Employer's Liability Disease Each Employee.....\$100,000
  - 3. Employer's Liability Disease Policy Limit.....\$500,000

Contractor shall, at its sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum defined above during the term of the Master Contract and renewal period, if any. If an Insurer fails to comply with the minimum requirements of this contract, Contractor shall immediately notify SBAC and replace the insurance provided by the Insurer with another Insurer meeting these requirements.

*Insurers' Requirements:*

- A. Insurers providing insurance required of the Contractor by the Master Contract shall meet the minimum requirements described in this section.
- B. Insurers shall be licensed to do business in the State of Florida.
- C. Insurers shall have and maintain throughout the period for which coverage is required an A.M. Best Rating of "A-" or better and a financial size Category of "IV" or better, according to the latest edition of Best's Key Rating Guide, published by the A.M. Best Company.
- D. The School Board of Alachua County shall be named as an additional insured on the Commercial General Liability policy. An additional insured endorsement shall include completed operations coverage for a minimum of one year after Final Completion of project.
- E. The School Board of Alachua County shall be named as an additional insured on the Automobile Liability policy.

**Task Orders; Standard Task Order Terms, Conditions, and Provisions**

A successful Offeror(s) shall perform general construction services for project(s) as described and authorized by a fully executed Task Order. Each Task Order shall constitute a separate and individual undertaking and will include, as project conditions dictate, the following documents:

- 1. AIA A105-2007 – Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project
- 2. AIA A312 – Performance Bond/Payment Bond
- 3. AIA G701 – Change Order
- 4. AIA G702 – Application and Certification for Payment
- 5. AIA G703 – Schedule of Values
- 6. AIA G704 – Certificate of Substantial Completion
- 7. AIA G706 – Contractor's Affidavit of Payment of Debts and Claims
- 8. AIA G706A – Contractor's Affidavit of Release of Liens
- 9. AIA G707 – Consent of Surety to Final Payment
- 10. Building Permit Application - UF Form
- 11. Permit Application Subcontractor List – UF Form
- 12. Inspection Request/Report Form - UF Form
- 13. Certificate of Occupancy/Completion – UF Form
- 14. General Scope of Work
- 15. Construction Schedule
- 16. Licensing Requirements
- 17. Specifications/Drawings
- 18. Task Order Request for Quotation
- 19. Successful Offeror's Task Order Quotation
- 20. Project-specific terms and conditions

Work shall not commence until a Task Order has been established in accordance with the procedures described herein, and approved and signed by the Purchasing Director and Successful Offeror(s).

*All general contractor services authorized by Task Orders shall be subject to the terms and conditions of this RFP. The following standard terms, conditions, and provisions for District construction projects are applicable to and are hereby incorporated in any and all Task Orders awarded pursuant to this RFP:*

**DIVISION 0 – CONTRACT REQUIREMENTS**

00100 INSTRUCTIONS TO QUOTERS

- 1.4 Liquidated Damages
- 1.14 Award of Contract

00842 SAFETY REQUIREMENTS

- 1.1 Description
- 1.2 Regulations
- 1.3 Use of Equipment
- 1.4 Hazardous Materials

00910 ASBESTOS POLICY STATEMENT

00930 DIRECT PURCHASE PROCEDURES

- 1.1 Description
- 1.2 Definitions
- 1.3 Procedure

**DIVISION 1- GENERAL REQUIREMENTS**

01005 ADMINISTRATIVE PROVISIONS

- 1.1 Description
- 1.2 Contractor's Use of Premises
- 1.3 Coordination of Work
- 1.4 Supervision of Work
- 1.5 Regulations, Codes, and Standards
- 1.6 Building Permit Requirements
- 1.7 Fire Safety Review
- 1.8 Fingerprinting and Background Screening Procedures
- 1.9 Definitions

01045 CUTTING AND PATCHING

- 1.1 Description
- 1.2 Submittals
- 1.3 Materials
- 1.4 Procedure
- 1.5 Trenching, Excavating, and Digging
- 1.6 Trench Safety Act Cost Sheet
- 1.7 Clean up and Debris Removal

01100 ALTERNATES

- 1.1 Requirements
- 1.2 Schedule of Alternates

01110 UNIT PRICES

- 1.1 Requirements
- 1.2 Schedule of Unit Prices

01120 ALLOWANCES

- 1.1 Requirements
- 1.2 Schedule of Allowances

01150 APPLICATION AND CERTIFICATION FOR PAYMENT

- 1.1 Requirements
- 1.2 Description
- 1.3 Submittals

01160 CHANGES IN THE WORK

- 1.1 Description
- 1.2 Submittals
- 1.3 Procedure for Execution of Change Order

- 1.4 Maximum Percentages of a Contract Sum Change
- 01200 PROJECT MEETINGS
  - 1.1 Description
  - 1.2 Pre-Construction Conference
  - 1.3 Progress Meetings
  - 1.4 End of One-Year Warranty Meeting
- 01300 SUBMITTALS
  - 1.1 Requirement
  - 1.2 Description
  - 1.3 Shop Drawings
  - 1.4 Product Data
  - 1.5 Samples and Color Schedules
  - 1.6 Construction Progress Schedules / Rain Days
- 01400 QUALITY CONTROL
  - 1.1 Requirements
  - 1.2 Standards
  - 1.3 Testing
- 01500 TEMPORARY FACILITIES AND CONTROLS
  - 1.1 Requirements
  - 1.2 Utilities
  - 1.3 Sheds, and Sanitary Facilities
  - 1.4 Enclosures, Fencing, and Barricades
  - 1.5 Project Signs
  - 1.6 Maintenance and Removal
- 01600 MATERIALS AND EQUIPMENT
  - 1.1 Requirements
  - 1.2 Description
  - 1.3 Substitutions
- 01700 CONTRACT CLOSEOUT
  - 1.1 Requirements
  - 1.2 Close-out Procedures
  - 1.3 Final Cleaning
  - 1.4 Record Documents
  - 1.5 Operation and Maintenance Manuals
  - 1.6 Warranties and Guarantees
  - 1.7 Owner's Instruction
  - 1.8 Spare Parts and Maintenance Materials
  - 1.9 Corrections During Warranty Period
  - 1.10 End of Warranty Inspection

## **DIVISION 0 – CONTRACT REQUIREMENTS**

### **SECTION 00100 – INSTRUCTIONS TO QUOTERS**

#### **1.4 LIQUIDATED DAMAGES**

Contractors are informed that the following paragraphs concerning liquidated damages may be inserted in the Task Order contract:

“Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the Owner, and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not Substantially Completed as herein defined within the time fixed for such performance of completion in accordance with the provisions of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for such delay and not as a penalty, for each and every calendar day after

the date fixed for such Substantial Completion for the project, until such Substantial Completion shall have been fully accomplished, the following sum:

XXX (To Be Determined by Owner on a project by project basis)

It is also further agreed that if the work is not finally completed, without justifiable cause and extension of time by the Owner, within thirty (30) consecutive calendar days after Substantial Completion, the Contractor shall pay to the Owner, as liquidated damages for such delay, 25% of the rate indicated above. The work to be performed under this Task Order contract shall be Substantially Completed within the time specified in the Task Order contract after receipt of "Notice to Proceed"; and project shall be Finally Completed within thirty (30) consecutive calendar days after the date of Substantial Completion for each phase of work".

This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract and the Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages, in the amounts herein before set out.

#### **1.14 AWARD OF CONTRACT**

Task Order contract will be awarded by SBAC approval to the lowest responsive and responsible Quoter, provided it is in its best interest to do so. SBAC reserves the right to make an award on an individual, multiple, lump sum, or low total basis. Unsuccessful Quoters will not receive notification of award.

### **SECTION 00842 – SAFETY REQUIREMENTS**

#### **1.1 DESCRIPTION:**

Requirements of this section refer to the Contractor's compliance with all safety regulations, the proper use of equipment, and handling of hazardous materials.

#### **1.2 REGULATIONS**

- A. It is the responsibility of the Contractor to ensure that all OSHA regulations applying to this job are adhered to at all times and that all his employees are trained in OSHA required topics.
- B. The Contractor shall comply with all applicable provisions of the Workman's Compensation Law and with the various safety codes or regulations of Florida Department of Commerce.

#### **1.3 USE OF EQUIPMENT:**

- A. All Contractor tools, scaffolding, ladders, fork lifts, cranes, hoisting equipment, etc., must be in good condition, properly rated for the job, and meet all applicable OSHA and industry standards. The Contractor's equipment and tools must be inspected by the user for defects prior to use. All Contractor's compressed gas bottles must be properly handled, transported, and stored. The Contractor's work area must be secured to prevent unauthorized personnel from entering the work area. The Contractor must exercise good housekeeping practices at all times and maintain a safe and orderly work site. The Contractor's supervisors shall provide safety orientation to the School Board site representative prior to job commencement.
- B. The Contractor must utilize all necessary Personal Protective Equipment (PPE) for their work including: hard hats, safety glasses, face protection, work gloves, hearing protection, specialty equipment required for specific tasks (such as welding), fall protection, and foot protection.

#### **1.4 HAZARDOUS MATERIALS:**

- A. It is the responsibility of the Contractor to comply with the requirements of Florida Statutes, as applicable to the work required to fulfill the Contractor's obligations under this contract. These requirements include, but are not necessarily limited to, the following:

1. The Contractor shall provide to the Architect and Owner a list of all toxic substances to be used on the project prior to the start of construction. This notification shall contain the name of the substance and where and when it is to be used. The Contractor must also attach to this notification a copy of the Material Safety Data Sheet (MSDS) for each toxic substance. The Contractor shall obtain the MSDS sheet from the appropriate vendor, importer, or distributor of said substance.
  2. A Contractor who manufactures, produces, uses, applies, or stores toxic substances in the workplace shall post a notice informing employees of their rights under this statute in a place where notices are normally posted and maintain an MSDS sheet on site for each product which is present in such workplace.
  3. A Contractor or subcontractor may request in writing and shall have the right to examine the MSDS for the toxic substances to which he/she or his/her employees, are, have been, or may be exposed.
  4. The Contractor is responsible for the proper storage, handling and disposal of hazardous wastes generated at a school site during construction or maintenance activities. Any disposal of hazardous waste shall be at an approved hazardous waste landfill, with a copy of an approved receipt returned to the Contractor. The Contractor must notify the Architect of his intent to generate, store and remove hazardous waste from a site. Any costs including, but not limited to, fines, disposal and clean up incurred by the Owner to comply with the proper storage and disposal of hazardous waste shall be withheld from final payment to the Contractor.
  5. A toxic substance is defined as any chemical substance or mixture in gaseous, liquid or solid state, if such substance appears on the "Florida Substance List" promulgated by the Department of Labor and Employment Security; is manufactured, produced, used, applied or stored in the workplace; and causes a significant risk to safety or health during, or as a proximate result of, any customary or reasonably foreseeable handling or use.
- B. Any questions regarding the above requirements should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone: 1-800-367-4378.
- C. The MSDS must include the following information:
1. The Chemical name and the common name of the toxic substance.
  2. The hazards or other risks in the use of the toxic substance, including: the potential for fire, explosion, corrosion, and reactivity; the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and the primary routes of entry and symptoms of overexposure.
  3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  4. The emergency procedure for spills, fire, disposal, and first aid.
  5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## **SECTION 00910 ASBESTOS POLICY STATEMENT**

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. SBAC is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, mastic, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.



Any maintenance, construction, renovation, demolition, or other alteration of an educational facility must be cleared by the Owner to preclude disturbance of asbestos containing materials. Failure to obtain proper clearance will subject the Contractor to all expenses incurred in decontaminating the facility.

Neither the Contractor nor his Subcontractors shall use or substitute building materials, which contain asbestos for any component of an educational facility. The Contractor will be held liable for the cost of removing any Asbestos-Containing Materials (ACM) and reinstallation of non-asbestos building materials should subsequent sampling of materials reveal the presence of more than one percent (1%) asbestos.

An affidavit, signed by the Architect/Engineer and Contractor, which verifies the above information, is required as part of the project closeout documents. See Contract Closeout, Section 01700.

## SECTION 00930 – DIRECT PURCHASE PROCEDURES

### 1.1 DESCRIPTION:

- A. The Owner is tax exempt from sales tax on the purchase of construction materials. The Owner has elected to exercise this right to purchase directly various construction materials, supplies, and equipment that may be a part of the Contract. Such direct purchase shall be without any additional cost to the Owner. The Owner will, via Purchase Orders (PO), purchase the materials and the Contractor shall assist the Owner in the preparation of the purchase orders. The materials shall be purchased from the Vendors selected by the Contractor for the price originally negotiated by the Contractor.
- B. The Contract Amount shall be reduced by the net, undiscounted amount of the purchase orders plus all sales taxes. This reduction in the Contract Amount will occur through a Change Order, which will reference the Purchase Order effecting the change.
- C. **Issuance of Purchase Orders by the Owner shall not relieve the Contractor of any of his responsibilities regarding material purchases or installations, with the exception of the payments for the materials as purchased. The Contractor shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties.**
- D. It is recognized that the Contractor may encounter additional overhead costs in assisting the Owner with this task. The Contractor is responsible for including all additional costs as a part of the Base Bid.
- E. No payment will be made for materials stored off-site. Payment is contingent on the receipt of properly verified and approved delivery tickets.

### 1.2 DEFINITIONS

- A. **Material:** Any material, supply, or item of equipment intended for permanent installation in the Project.
- B. **Vendor:** A company supplying materials to the Project, whether such provision includes installation or not.
- C. **List of Vendors:** A list of Vendors whose materials are required for the construction of the Project and which is submitted to the Owner by the Contractor for approval.
- D. **Vendor Order (VO):** A material list and price quote by a Vendor required for issuance of a Purchase Order by the Owner.
- E. **Purchase Order (PO):** An authorization issued by the Owner for the supply of stated materials and agreement to pay quoted price for material upon verification of delivery.
- F. **Delivery Ticket:** A receipt issued by the Vendor on a business-like form indicating the date, quantity, and type of materials delivered to the site and referencing a Vendor's invoice or the Purchase Order.

### 1.3 PROCEDURE:

- A. Within ten (10) days of executing the Agreement, the Contractor shall submit a List of Vendors to the Owner for approval. The list shall contain the Vendor's full business name; the Vendor's agent assigned to the Project; the materials the Vendor will supply; and the cost of materials.
- B. Upon approval of the Vendors by the Owner, each subcontractor, or Vendor if no subcontractor is involved in the installation of the material, shall issue a Vendor's Order (VO) addressed to the Owner and submitted to the Contractor for review and approval prior to submission to the Owner's representative. The VO shall contain the following minimum information: date of issuance; Project name and location; Vendor's full business name, address, and telephone number; description and quantity of materials; unit cost and extended price (quantity times unit cost) of each material; sales tax on materials; applicable shipping and handling charges; total price (extended prices plus sales tax, shipping and handling charges); signature and printed name of the authorizing agent for the subcontractor or Vendor; and signature and printed name of the authorizing agent for the Contractor.
- C. The Owner will issue a Purchase Order in the amount of the Vendor's Order less the sales tax. The Purchase Order will contain the date of issuance, Project name and location, Vendor's full business name and address, and reiteration of the authorized quantity, material, description, unit cost, shipping and handling charges if applicable and extended price for each material.
- D. The PO will be sent directly to the Vendor with a copy retained by the Owner and a copy sent to the Contractor. Upon receipt of the PO by the Vendor, the Vendor shall issue an invoice to the Owner for payment on materials. The invoice shall clearly reference the PO number.
- E. All materials are to be received on the site with the Vendor's delivery ticket. Delivery tickets are to be collected, verified as to accuracy, quantity and product, and signed by the Contractor, or the Contractor's on-site representative, and given to the Owner's representative on a regular basis. All delivery tickets are to be sealed in an envelope with the delivery date neatly printed on the front of the envelope.
- F. The Owner will issue payment to the Vendor for the amount of the Vendor's invoice upon receipt of the verified delivery tickets. The Owner shall provide a payment schedule to the Contractor and any Subcontractor or Vendor upon request. In order to maintain timely payments, it will be the responsibility of the Subcontractor/Vendor and the Contractor to process delivery tickets in accordance with the payment schedule. Upon payment of invoice the Owner will provide a list of payments to the Architect/Engineer and Contractor.
- G. The Contractor shall be responsible for maintaining a summary of materials purchased and total tax savings.
- H. Examples of the forms, List of Vendors and Vendor Order, are included in this Section.

LIST OF VENDORS

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_ Project: \_\_\_\_\_

VENDOR NAME	AGENT	MATERIALS	COST

### VENDOR ORDER (VO)

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_ Project: \_\_\_\_\_

Vendor's Business Name: \_\_\_\_\_

Vendors Business Address: \_\_\_\_\_

QUANTITY	DESCRIPTION OF MATERIAL	UNIT COST	MATERIAL TOTAL	SHIPPING AND HANDLING	TOTAL COST (PO)	TAX ON MATERIAL TOTAL	CHANGE ORDER AMOUNT

THIS VENDOR ORDER IS TO REQUEST A PURCHASE ORDER ONLY. VENDOR MUST SEND INVOICE AND DELIVER MATERIALS TO SITE TO RECEIVE PAYMENT.

\_\_\_\_\_  
(Print Name) \_\_\_\_\_  
Authorized agent for Contractor

\_\_\_\_\_  
(Print Name) \_\_\_\_\_  
Authorized agent for  
Subcontractor/Vendor

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **SECTION 01005 – ADMINISTRATIVE PROVISIONS**

#### **1.1 DESCRIPTION:**

This section outlines requirements for the Contractor's use of the premises; his coordination of the work; applicable regulations, codes, and standards; and building permit requirements and procedures.

#### **1.2 CONTRACTOR'S USE OF PREMISES:**

- A. The Contractor and his representatives include but are not limited to his employees, subcontractors, suppliers, and field engineers, who enter upon the Owner's property. All personnel who will enter upon the School Board's property shall certify their awareness of and familiarity with the requirements of this Section. Activities of employees shall be restricted to the actual site of the work. Employees shall not be allowed in student or public areas. The Contractor's personnel shall be permanent employees of the Contractor. If the Contractor intends to use the services of a temporary staffing company, he must give prior notification and receive approval from SBAC. The Contractor shall use only personnel eighteen years of age or older who have not been convicted of a felony or first degree misdemeanor.
- B. The Contractor shall at all times guard against damage or loss to the property of the School Board or other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The School Board may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damaged property through negligence of the successful bidder or his agents. Replace any trees, shrubs, lawns, or plantings damaged by Contractor during work of this project within two (2) weeks of occurrence. Grassed areas generally have irrigation systems below grade; verify location of these systems and all underground utilities in work or staging areas prior to start of construction. Repair utilities damaged by work of this project.
- C. The Contractor shall keep the premises free from accumulation of waste material and rubbish, and shall remove from the premises all rubbish, implements, surplus materials, and temporary facilities provided by him during the course of his work and leave spaces involved broom clean.
- D. The Contractor shall provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
- E. It is the intent of the School Board to provide a workplace that is free from tobacco, alcohol, drugs, and firearms. Smoking and the use of any other tobacco product by employees of the Contractor or subcontractors is prohibited on School Board property at all times. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcoholic beverage is prohibited on School Board property at all times. Firearms are not permitted on School Board property at any time. This includes guns displayed in gun racks in privately owned vehicles.

#### **1.3 COORDINATION OF WORK:**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements. The division of work between the Contractor and subcontractors is the responsibility of the Contractor.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as possible; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- D. In finished areas unless otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finished elements.
- E. Contractor is responsible for the cost and scheduling of all testing required, i.e. soils, concrete, structural, etc.

#### 1.4 SUPERVISION OF WORK:

- A. The Contractor shall provide the services of a full-time **non-working Superintendent** who shall be at the job site at all times work is in progress. The work experience and references of the proposed Superintendent shall be submitted to the Architect/Engineer and Owner for their approval prior to his assignment to this project. The Superintendent shall be responsible for all coordination between the various subcontractors and trades performing the work on this project. The Superintendent must have a minimum of seven years of supervisory experience, with five of those years on projects of similar size and complexity. The Superintendent shall be responsible for all scheduling and construction activities being performed on the project site. **The Superintendent shall be full time on this job and shall not share his duties with any other construction project.** He shall be vested with the necessary authority to receive and carry out the instructions of the Architect/Engineer. The Superintendent shall not be changed except at the request of or with prior written approval of the Architect and Owner. The Contractor shall upon demand from the Owner and Architect, immediately remove any Superintendent whom the Architect and Owner consider incompetent, undesirable, or ineffective.
- B. The School Board Project Coordinator shall inspect the work at least during the following construction phases:
  - 1. Soil compaction for foundation, witnessing any field soil compaction tests, batter boards in place, open footing with reinforcing steel in place.
  - 2. Concrete slabs and forms with reinforcing steel in place just prior to pouring concrete.
  - 3. Structural steel framing in place, or if concrete structure, all reinforcing steel in place prior to pouring. He shall also be present during all structural pours.
  - 4. All underground and subsurface piping prior to burial.
  - 5. Installation of ceramic tile work.
  - 6. Installation of HVAC equipment and ductwork, verifying location of smoke detectors, fire dampers and HVAC controls and test and balance procedures.
  - 7. Installation of electrical conduit, wiring and equipment.
  - 8. Installation of pipe fittings, valves, piping and plumbing equipment; shall witness all pressure tests.
  - 9. Installation of roof and roofing.
  - 10. Final inspection of building finishes.
- C. If, under the following conditions, the Contractor causes the Architect/Engineer additional work, the Owner shall deduct such expenses from payment to the Contractor without further breakdown and pay same to Architect/Engineer as Additional Services at the hourly rate indicated in the Agreement Between Designing Architects/Engineers and the School Board of Alachua County, Florida for Project Managers and Construction Administrators, Inspectors and other personnel.
- D. The Architect/Engineer will inspect or review the work or submittals **two (2)** times only as part of his Contract. If after an approval the Contractor elects to make changes and to resubmit, only the first review is so included. In the case of inspections (which may be phased with construction providing that each submittal must be completely informative) the criteria will apply to each separately. However, exhaustive inspection (or review) will not be required in ascertaining a continuing problem. Such problem may be noted as a general application and it shall be the Contractor's obligation to find

all such conditions and make corrections. On follow-up inspection or review, if the same problem becomes apparent as not having been corrected, further research will not be required and general notice shall suffice. Such non-correction shall become the beginning of non-performance by the Contractor.

If in the situation of major error by Contractor requiring extensive review and adjustment by the Architect, those hourly costs will be deducted from the Contract amount and paid to the Architect/Engineer as additional services, at the rates set from above.

If the contract time (including any extensions of time by Change Order) is exceeded by more than 10%, the Architect's hourly costs for contract administration and construction observation after that time shall be considered Additional Services. Cost for same will be deducted from Final payment to the Contractor with or without other damages and paid to the Architect/Engineer, using the rates set forth above.

## **1.5 REGULATIONS, CODES AND STANDARDS:**

- A. Design and construction of educational facilities shall conform the most recent **Florida Building Code, Florida Fire Prevention Code** and the **National Electric Code**, adopted by reference. These codes supersede all local codes. All future amendments, revisions, and addenda of these codes as officially released by the State of Florida shall apply.
- B. The School Board of Alachua County will initiate a review of the construction documents by the local Fire Safety Inspector having jurisdiction. Any requirements issued by the Fire Safety Inspector shall be incorporated into the construction. All required inspections shall be coordinated by the Contractor.

## **1.6 BUILDING PERMIT REQUIREMENTS:**

- A. All construction projects on School Board of Alachua County (SBAC) property will require a building permit. The permit will be issued by the University of Florida Environmental Health and Safety Division (EH&S). **Building permit fees shall be paid by SBAC.** EH&S will administer the permit and inspection program. Compliance with this program requires that construction plans and specifications be submitted for review by the EH&S Building Code Administrator and that construction not begin on the project until a building permit is issued. A more complete description of the University of Florida's Building Code Enforcement Program may be obtained from the University's Building Code Administrator at telephone (352) 392-1591 or by visiting the EH&S website at: <http://www.ehs.ufl.edu/buildcode>
- B. PROCEDURES:
  - 1. The School Board's design professionals, whether in-house staff or design consultant (Architect/Engineer), shall prepare construction documents in accordance with the requirements of the latest edition of the Florida Building Code. The SBAC Project Coordinator shall forward three sets of signed and sealed construction documents to EH&S for review.
  - 2. EH&S shall review the construction documents for code compliance. Comments that are generated during the review process will be returned to SBAC along with one set of documents. If the documents are complete, a "letter of code compliance" will be issued and one set of documents returned. The SBAC Project Coordinator will issue the Notice to Proceed after the Letter of Code Compliance has been received.
  - 3. The Contractor shall apply for a building permit by using the UF Building Application Form. Along with a copy of the "letter of code compliance", he shall submit a list of all subcontractors with appropriate license numbers and certificates of worker compensation coverage.
  - 4. EH&S will review the building permit application and issue the permit if all information supplied is acceptable and complete. The permit and permit drawings shall be kept at the project site and be open for inspection by EH&S.

5. The Contractor shall be responsible for scheduling inspections with EH&S at various intervals as required per the Florida Building Code. Prior to concealment of building, fire, and MEP systems, the contractor shall request an inspection at least 24 hours in advance of the next workday. Requests shall be made by FAX (352-392-6367) on a UF Inspection Request Form. EH&S shall perform inspections as appropriate and provide written inspection reports indicating approvals or necessary corrections to the Contractor. Subsequent construction may not proceed until the previous inspection has been completed and approved.
6. **Prior to occupancy of a new building or portions of a renovated building**, the Building Code Administrator (EH&S) will issue the appropriate Certificate of Completion or Certificate of Occupancy at the written request of the permit holder. The request shall be on company letterhead and include project name and permit number. It shall state that the project has been completed per the contract documents and all cited code violations have been corrected.  
  
The appropriate certificate will state that the work is complete, constructed in accordance with the plans and specifications, and meets the minimum code requirements at the time of issuance of the building permit. The appropriate Fire Safety reviewing agency, Architect/Engineer of record, and SBAC staff must inspect and certify the building is Substantially Complete prior to occupancy of the structure.
7. The SBAC Project Coordinator and Architect/Engineer shall be copied on all correspondence between the Contractor and the Building Code Administrator (EH&S).

C. TEMPORARY USE:

1. Prior to the issuance of a Certificate of Occupancy, the Contractor may obtain temporary use of designated areas of a project for the training of personnel and the installation of Owner equipment and furnishings. This use is allowed for the Owner's personnel employed for the express purpose of assisting with move-in and start up operations. The general public or tenants will not be permitted to occupy the building until a Certificate of Occupancy is issued.
2. The Contractor shall submit a letter to the Building Code Administrator requesting a Temporary Use Authorization of designated areas of the project. The letter shall be on company letterhead and include: project name and number, the permit number, a description and floor plan depicting the areas for temporary use, the reason for the request, and when the area will be ready for inspection.
3. Upon request from the Contractor, the Building Code Administrator will inspect the designated areas of the building to determine if they are safe to occupy under the temporary use authorization. Upon inspection and approval, the Building Code Administrator will authorize the use of the designated areas. The Building Code Administrator can order vacation of unauthorized areas and electrical power may be disconnected if the Contractor violates the terms of the Temporary Use Authorization.

D. CORRECTION NOTICES:

1. Correction notices are issued when code violations are found and a return trip by the inspector is required to verify corrections. **If code violations are still present when the inspector returns, the Contractor will be assessed a re-inspection fee of \$100.00. Additional notices will incur fees of \$100.00 per occurrence. Payments for re-inspection fees must be received by EH&S prior to scheduling a follow-up inspection. Contractors will be responsible for payment of re-inspection fees.**
2. Notices issued by inspectors will describe specifically what work is deficient. If there are too many items to list in a timely and efficient manner, the inspector may indicate the job is incomplete and not ready for inspection. Incomplete work is considered a code violation. Consideration will be given for unavoidable delays or climatic conditions.



3. Contractors must schedule re-inspections in the same manner as regular inspections.

E. STOP WORK ORDERS:

1. Work can commence only after a building permit has been issued by the Building Code Administrator. If work is initiated prior to a building permit being issued, a "stop work" order will be issued and a permit fee equal to two times the normal permit fee will be assessed.
2. A "stop work" order will be issued for any work that is contrary to building/life safety codes and constitutes a dangerous or unsafe condition. Work shall be suspended immediately upon issuance of a "stop work" order. Work may proceed only after approval of the Building Code Administrator.

**1.7 FIRE SAFETY REVIEW:**

- A. All SBAC construction projects will be reviewed and approved by the appropriate Fire Safety reviewing agency. Projects within Gainesville city limits will be reviewed by City of Gainesville Building Department/Fire Safety Division. These projects will require a Fire Safety permit. Projects outside the city limits will be reviewed and approved by the Alachua County Department of Fire/Rescue Services. **The Contractor shall pay any permit fees that are required by these agencies and be responsible for scheduling inspections with the appropriate Fire Safety reviewing agency.**

**1.8 FINGERPRINTING AND BACKGROUND SCREENING PROCEDURES:**

- A. The safety of students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that all non-instructional contractual personnel who are permitted access on school grounds when students are present, who have direct access to students, or who have access to or control of school funds must meet level 2 screening requirements as described in State law.
- B. For purposes of this policy a "non-instructional contractor" shall mean any vendor, individual, or entity under contract with a school or with the Board who receives remuneration for services performed for the District or a school, but who is not otherwise considered an employee of the District. The term also includes any employee of a contractor who performs services for the District or school under the contract, as well as any subcontractor and employees of that subcontractor.
- C. All noninstructional contractors shall be informed that they are subject to criminal background checks.
- D. Further, every five (5) years following the initial entry into a contract with the Board or a school in a capacity described above, each person who is so employed as a vendor, individual, or employee of a contractor with the Board with the School District must meet Level 2 screening requirements.
- E. The information contained in the reports received is confidential. The District shall not share information received as the result of the criminal background check with other school districts. However, it will share such information with the FHSAA.
- F. A noninstructional contractor who has a criminal history records check and meets the screening requirements set forth in State law shall be permitted to have access on school grounds when students are present, to have direct contact with students, or to have access to or control of school funds as required by the scope of their employment.
- G. The following non-instructional contractors shall be exempt from the screening requirements set forth in State Law: Non-instructional contractors who are under the direct supervision of a Board employee are exempt from the screening requirements set forth in State law. Pursuant to State law, "Direct supervision" means that the Board employee or contractor, who has had a criminal history records check and has met the screening requirements, is physically present with a non-instructional contractor when the noninstructional contractor has access to a student and the access remains in the Board employee's or the qualified contractor's line of sight. However, if a noninstructional contractor

who was exempt under the provisions above is no longer under the direct supervision of the employee or contractor, the noninstructional contractor shall not be permitted on school grounds when students are present until (s)he meets the screening requirements set forth in State law or until such direct supervision can be assured.

1. A non-instructional contractors who is required by law to undergo a Level 2 background screening pursuant to F.S. 435.04 for licensure, certification, employment or other purposes and who submits evidence of meeting the following criteria: The contractor meets the screening standards in F.S. 435.04; The contractor's license or certificate is active and in good standing, if the contractor is a licensee or certificate holder; and The contractor completed the criminal history check within five (5) years prior to seeking access to school grounds when students are present.
  2. A law enforcement officer, as defined in F.S. 943.10, who is assigned or dispatched to school grounds by his/her employer.
  3. An employee or medical director of an ambulance provider, licensed pursuant to Chapter 401 of State law, who is providing services within the scope of part III of Chapter 401 of State law on behalf of such ambulance provider.
  4. Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of six (6) feet in height.
  5. A non-instructional contractor who provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.
- H. The Board will not subject a contractor who meets the requirements set forth in State law to an additional criminal history check. Upon submission of evidence and verification by the School District, the School District must accept the results of the criminal history check for the contractor.
- I. A non-instructional contractor who is exempt under this policy from the screening requirements set forth in State law is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Florida Department of Law Enforcement under F.S. 943.043 and the National Sex Offender Public Registry maintained by the United States Department of Justice. The Board shall conduct the search required under this subsection without charge or fee to the contractor.
- J. A noninstructional contractor who is subject to a criminal history check under this policy shall inform a school district if (s)he has completed a criminal history check in another school district within the last five (5 ) years. The Board will verify the results of the contractor's criminal history check using the FDLE shared system. The Board will not charge the contractor a fee for verifying the results of his or her criminal history check. (F.S. 1012.467(2)(f))
- K. If, for any reason, the fingerprints of a noninstructional contractor are not retained by the Department of Law Enforcement under State law, the person must file a complete set of fingerprints with the Board.
- L. A noninstructional contractor for whom a criminal history check is required under this policy may not have been convicted of any of the following offenses designated in the Florida statutes, any similar offense in another jurisdiction, or any similar offense committed in this state which has been redesignated from a former provision of the Florida statutes to one of the following: any offense listed in F.S. 943.0435(1)(a)1., relating to the registration of an individual as a sexual offender; any offense under F.S. 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Any offense under F.S. 775.30, relating to terrorism; Any offense under F.S. 782.04, relating to murder; Any offense under F.S. 787.01, relating to kidnapping; Any offense under Chapter 800 of State law, relating to lewdness and indecent exposure; Any offense under F.S. 826.04, relating to incest; Any offense under F.S. 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.
- M. For purposes of the this policy "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, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

"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.

- N. Under penalty of perjury, each person who is under contract in a capacity described in this policy must agree to inform his/her employer or the party with whom s/he is under contract within forty-eight (48) hours if convicted of any disqualifying offense while s/he is under contract in that capacity. A contractor who willfully fails to comply with this subsection commits a felony of the third degree, punishable as provided in F.S. 775.082 or F.S. 775.083.
- O. If the employer of a noninstructional contractor or the party to whom the noninstructional contractor is under contract knows the noninstructional contractor has been arrested for any of the disqualifying offenses listed above, and authorizes the noninstructional contractor to be present on school grounds when students are present, such employer or such party commits a felony of the third degree, punishable as provided in F.S. 775.082 or F.S. 775.083. (F.S. 1012.467(6))
- P. If it is found that a person who is under contract in a capacity described in this policy does not meet the Level 2 requirements, and/or has been convicted of any of the offenses listed above, the person shall be immediately suspended from working in the capacity of a noninstructional contractor and having access to school grounds, and shall remain suspended until final resolution of any appeals and/or the conviction is set aside in any post conviction proceeding. (F.S. 1012.467(3))
- Q. A noninstructional contractor who is identified as a sexual predator or sexual offender in the registry search shall not be permitted on school grounds when students are present. Upon determining that a noninstructional contractor shall not be permitted on school grounds because of his/her status as a sexual predator or sexual offender, the District shall notify the vendor, individual, or entity under contract within three (3) business days. (F.S. 1012.468(3))
- R. If the Board has reasonable cause to believe that grounds exist for the denial of a noninstructional contractor's access to school grounds when students are present, the contractor will receive written notice stating the specific record that indicates noncompliance with the standards set forth in this policy.
- S. It is the responsibility of the affected noninstructional contractor to contest his or her denial. The only basis for contesting the denial is proof of mistaken identity or that an offense from another jurisdiction is not disqualifying under those offenses listed above. (F.S. 1012.467(5))
- T. State law requires the Department of Education (DOE) to create a uniform, Statewide identification badge to be worn by non-instructional contractors. This badge signifies that a contractor has met the statutory background screening requirements. The District must issue an identification badge to the contractor, which must bear a photograph of the contractor, if the contractor: is a resident and citizen of the United States or a permanent resident alien of the United States as determined by the United States Citizenship and Immigration Services; is eighteen (18) years of age or older; and meets the statutory background screening requirements pursuant to State law and this policy.
- U. The uniform, Statewide identification badge will be recognized by the District and must be visible at all times that a non-instructional contractor is on school grounds. The identification badge is valid for a period of five (5) years. A contractor who is arrested for any disqualifying offense is required to inform his/her employer or the party to whom s/he is under contract within forty-eight (48) hours. If a contractor provides such notification, the contractor must, within forty-eight (48) hours, return the identification badge to the school district that issued the badge.
- V. State law requires the FLDOE to determine a uniform cost that a school district may charge a contractor for receipt of the identification badge, which must be borne by the recipient of the badge. These provisions do not apply to non-instructional contractors who are exempt from background screening requirements.
- W. A noninstructional contractor who is present on school grounds in violation of this section commits a felony of the third degree, punishable as provided in F.S. 775.082 or F.S. 775.083. (F.S. 1012.467(4))
- X. All Contractors must have their backgrounds checked prior to starting any project. Fingerprinting procedures and badge procurement may be found at

- Y. **Certification:** By executing this Agreement, Contractor swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures and the requirements of the Jessica Lunsford Act. Failure to comply with these procedures or the Act shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Contractor 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 Contractor's failure to comply with one or more of the requirements of this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

## 1.9 DEFINITIONS:

- A. **Alternates:** Proposals required of Bidders reflecting amounts to be subtracted from or added to basic proposals in the event specific changes in the work are ordered. May be either deductive or additive alternates.
- B. **Application for Payment:** Statement of amounts claimed by Contractor as payments due on account of work performed or materials suitably stored.
- C. **Approve:** Where used in conjunction with Architect/Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect/Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- D. **Architect/Engineer:** A title meaning the Owner's Consultant, the Prime Design Professional.
- E. **Bid Proposal Form:** The approved form on which the Bidder has submitted his proposal for the work specified.
- F. **Bidder:** Any individual, firm, partnership or corporation submitting a proposal for the work specified.
- G. **Change Order:** A work order, prepared by the Architect/Engineer, signed by the Owner or his agent, authorizing a change in the scope of the work.
- H. **Contract:** The Agreement evidenced by the Contract Documents which are: The Agreement next preceding the signature of the parties, the Project Manual, the Drawings, and Performance and Payment Bond in one hundred percent (100%) of the Contract Sum, with Surety satisfactory to Owner.
- I. **Contractor/Subcontractor:** Any individual, firm, partnership or corporation entering into an Agreement to furnish materials and/or labor for the work specified herein. Subcontractors must have a current occupational license for the State of Florida.
- J. **Directed, requested, etc.** Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Architect/Engineer," "requested by Architect/Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend Architect/Engineer's responsibility into Contractor's responsibility for construction supervision.
- K. **Drawings:** The official plans and other drawings or reproductions thereof, pertaining to the work to be done.
- L. **Field Representative:** A person in the field designated to represent a responsible party during the construction phase of a project.

- M. **Furnish:** Except as otherwise defined in greater detail, term "Furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- N. **Indicated:** The term "Indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- O. **Install:** Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
- P. **Notice to Proceed:** A duly authorized document hand delivered to the Contractor at the Pre-Construction Conference, by the SBAC Project Coordinator, which authorizes the Contractor to start work.
- Q. **Owner:** The School Board of Alachua County
- R. **Owner's Representative:** An authorized representative of the Owner assigned to inspect any of the materials, workmanship or completed workmanship entering into the work.
- S. **Pre-Bid Conference:** A meeting chaired by the Architect/Engineer to which Bidders are invited to clarify questions about the Bid Documents.
- T. **Pre-Construction Conference:** A meeting, chaired by the Architect/Engineer to which all relevant parties are invited, for starting work.
- U. **Project:** All work described and specified and as shown on the drawings.
- V. **Project Manual:** The Instruction to Bidders, General Conditions, Supplementary General Conditions, Special Provisions, Detailed Technical Specifications and such other documents as are set forth in any of the Contract Documents.
- W. **Provide:** Furnish and install.
- X. **Record Drawings:** Construction documents maintained by the Contractor that accurately reflect all "as-built" conditions and that depict changes resulting from addenda and change orders.
- Y. **Schedule of Values:** A statement furnished to the Architect/Engineer by the Contractor reflecting the amounts to be allotted for the principal divisions of the work. It is to serve as a guide for reviewing the Contractor's periodic application for payment.
- Z. **Shop Drawings:** Drawings to illustrate how specific portions of the work shall be fabricated and/or installed.
- AA. **Substantial Completion:** The status of a project whereby the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- BB. **Supplier:** Any individual, firm, partnership or corporation entering into an Agreement to furnish materials only for the work specified.
- CC. **Time of Completion:** The number of consecutive calendar days within which the work is required to be completed.

## **SECTION 01045 – CUTTING AND PATCHING**

### **1.1 DESCRIPTION:**

Cutting and patching is defined to include, but not limited to, the cutting and patching of nominally completed work, in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing, or for similar purposes. It is defined to exclude integral cutting and patching during the manufacturing, fabricating, erecting, and installing process for individual units of work. Cutting and patching needed to comply with the Contract Documents shall be done at no additional cost to the Owner. Cutting and patching required to accomplish Change Order work shall be recognized by the Contractor and included in the price of the Change Order.

### **1.2 SUBMITTALS:**

- A. Submit a written notification to the Architect/Engineer in advance of any cutting or alteration which affects: structural integrity of any element of the Project; integrity of weather-exposed or moisture resistant elements; efficiency, maintenance, or safety of any operational element; visual qualities of sight exposed elements; or work of the Owner or other separate Contractors performing work at the same time of this contract.
- B. This notification shall designate the time the work will be uncovered to provide for the Architect/Engineer's inspection.

### **1.3 MATERIALS:**

Provide materials for cutting and patching which will result in equal or better work than the work being cut and patched in terms of performance characteristics, including visual effect where applicable. Use materials identical with the original materials where feasible and where recognized that satisfactory results can be produced thereby. Use materials complying with pertinent sections of these Specifications.

### **1.4 PROCEDURE:**

- A. Inspect existing conditions including elements subject to movement or damage during cutting, excavating, patching, and backfilling. After uncovering the work, inspect conditions affecting installation of new work.
- B. Beginning of cutting and patching means acceptance of existing conditions. If uncovered conditions are not as anticipated, immediately notify the Architect/Engineer and secure needed directions. Do not proceed until unsatisfactory conditions are corrected.
- C. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work. Provide protection from elements for areas, which may be exposed by uncovering work; maintain excavations free of water.
- D. Perform cutting and demolition by methods, which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
- E. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit; for patches in walls, refinish wall-to-wall and floor-to-ceiling; for patches in masonry walls, cut out face shell of block and replace, or cut out individual brick as required and replace.
- F. Cuts made through any paved surface must be repaired in a non-discernible fashion. Cuts through concrete must be repaired by replacing the section between the nearest two joints, either construction or expansion. Cuts through asphalt must be repaired so that depressions or humps do not develop in the asphalt surface. All corrections shall be at the Contractor's expense.

- G. Proper compaction of asphalt and base for the depth of the cut is required Asphalt and base compaction by "normal traffic" is not permitted. When cuts extend through pavement markings, the replaced pavement shall be marked to match the existing.

## 1.5 TRENCHING, EXCAVATING, AND DIGGING:

- A. The Contractor shall request permission of the Owner prior to any trenching, excavating or digging activity. Contractor shall make every effort to verify locations of all underground utilities prior to this work. Contractor should review record drawings at the SBAC Facilities Department. For locations on or adjacent to School Board property Contractor should contact Buried Cable at 1-800-432-4770.
- B. The Contractor shall comply with the Trench Safety Act, F.S. 553.60-553.64. The Contractor shall be required to provide the Owner with the following information should trench excavation be in excess of five (5) feet.
1. The bid submitted by the Contractor to perform such excavation shall include:
    - a. A reference to the trench safety standards that will be in effect during the period of construction of the work.
    - b. Written assurance by the Contractor performing the trench excavation that such Contractor will comply with the applicable trench safety standards.
    - c. A separate item identifying the cost of compliance with the applicable trench safety standards.
  2. A Contractor performing trench excavation shall:
    - a. As a minimum, comply with the excavation safety standards, which are applicable to the work.
    - b. Adhere to special shoring requirements, if any, of the State or other political subdivision which may be applicable to such work.
    - c. If any geotechnical information is available from the Owner, the Contractor performing trench excavation shall consider this information in the design of the trench safety system which will be employed on the Work. This paragraph shall not require the Owner to obtain geotechnical information.
- C. The separate item of identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirement, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method.
- D. **In conformance with provisions required in the Preparation and Submission of Bids, the Contractor shall prepare the Trench Safety Act Cost Sheet (if applicable).**

## 1.6 TRENCH SAFETY ACT COST SHEET:

Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The bidder further identifies the costs to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
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<b>A</b>	_____	_____	_____	_____	_____
<b>B</b>	_____	_____	_____	_____	_____
<b>C</b>	_____	_____	_____	_____	_____
<b>D</b>	_____	_____	_____	_____	_____

**TOTAL**\_\_\_\_\_

BY: \_\_\_\_\_  
(Contractor's Signature)

Failure to complete the above may result in the bid being declared non-responsive.

### 1.7 CLEANUP AND DEBRIS REMOVAL:

- A. Contractor shall clean-up and remove debris resulting from these operations from the site on a regular basis, not exceeding one week intervals. More frequent intervals in specific areas of extensive demolition may be required by the Owner and/or Architect/Engineer.
- B. A construction dumpster shall be placed on the site and emptied at an approved dump as required.
- C. The primary concern of the Architect/Engineer is safety. Human safety, including but not limited to that of students, faculty, workers, etc., shall not be compromised in any way as a result of the work performed under this project.

### SECTION 01100 – ALTERNATES (applicable alternates will be listed on the RFTOQ form)

#### 1.1 REQUIREMENTS:

- A. In the event an Alternate is accepted, all provisions of the Contract Documents shall govern any Alternate construction, materials or equipment.
- B. The Owner reserves the right to accept the Alternates in any order.
- C. Each Bidder shall state in his Bid Proposal the amounts to be **added to (or deducted from) the Base Bid for all Alternates** in accordance with the Alternate Proposals stipulated herein. Amounts shall include all costs for labor, materials, overhead, profit, and related incidental costs.
- C. A Bidder may be excluded from consideration for award of the Contract if he has not submitted an amount for a particular Alternate.

#### 1.2 SCHEDULE OF ALTERNATES:

- A. ADDITIVE ALTERNATE NO. 1: (Provide a description of the work in this Alternate, including the scope of work in the Base Bid affected by this Alternate if it is not accepted. )
- B. ADDITIVE ALTERNATE NO. 2: (Provide a description of the work in this Alternate, including the scope of work in the Base Bid affected by this Alternate if it is not accepted.)
- C. ADDITIVE ALTERNATE NO. 3: (Provide a description of the work in this Alternate, including the scope of work in the Base Bid affected by this Alternate if it is not accepted.)



## **SECTION 01110 – UNIT PRICES** (applicable unit prices will be listed on the RFTOQ form)

### **1.1 REQUIREMENTS:**

- A. Unit prices for work described in this Section shall be used for additions and/or deletions to the Contract.
- B. The cost of this work shall include all labor and materials, delivery to site, handling at site, protection from elements, and Contractor's and subcontractor's overhead and profit.
- C. Unit prices shall be listed in the Bid Proposal form.

### **1.2 SCHEDULE OF UNIT PRICES:**

- A. UNIT PRICE "A": (Description of work)
- B. UNIT PRICE "B": (Description of work)
- C. UNIT PRICE "C": (Description of work)

## **SECTION 01120 – ALLOWANCES** (applicable allowances will be listed on the RFTOQ form)

### **1 REQUIREMENTS:**

- A. Allowances for work described in this Section shall be used for additions to the Contract.
- B. The cost of this work shall include all labor and materials, delivery to site, handling at site, protection from elements, and Contractor's and subcontractor's overhead and profit.
- C. Allowance shall be listed in the Contractor's Schedule of Values.
- D. Any unused portion of the allowances shall be returned to the Owner.

### **1.2 SCHEDULE OF ALLOWANCES**

- A. ALLOWANCE "A": (Description of work)
- B. ALLOWANCE "B": (Description of work)
- C. ALLOWANCE "C": (Description of work)

## **SECTION 01150 – APPLICATION AND CERTIFICATION FOR PAYMENT**

### **1.1 REQUIREMENTS:**

Applications for Partial Payment and Final Payment shall comply with the requirements of this Section. (See also Section 01700 "Contract Close-out" for Final Payment requirements).

### **1.2 DESCRIPTION:**

- A. At least ten days prior to the first Application for payment, the Contractor shall submit to the Architect/Engineer a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. The Schedule of Contract Values will reflect the estimated cost of each subdivision of the work of each specification section. The value of each item shall include a true proportionate amount of the Contractor's overhead and profit. This schedule shall be used as a basis for reviewing the Contractor's

Application for Payment. Quantities should be shown as cubic yards, square feet, linear feet, etc. Lump sums should only be used in a few cases. A separate Schedule of Values shall be required for each phase of the work. A total for all phases shall equal the Contract Sum.

- B. The approved form of Schedule of Contract Values will accompany and support each of the Contractor's Certificates of Partial Payment and shall indicate the value of suitably stored material as well as labor performed and materials incorporated into the Work for each subdivision of the schedule during the period for which the request is prepared.
- C. During progress of the Work, the Contractor shall modify the Schedule of Values as approved by the Architect/Engineer to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.

### 1.3 SUBMITTALS:

#### A. APPLICATION FOR PARTIAL PAYMENT:

1. Contractor to make formal submittal of request for payment on Application and Certification for Payment, **AIA Document G702**.
2. Contractor to submit four notarized copies of Application and Certification for Payment to Architect/Engineer. Contractor to include with each pay request a notarized **Partial Waiver of Lien upon Progress Payment** for each subcontractor who is due payment.
3. The Architect/Engineer will review, approve, and sign and seal all five copies of the Application and Certification for Payment. The Architect will certify a payment of ninety percent (90%) of the value of the work and materials suitably stored as noted above, according to his best judgment. The remaining ten percent (10%) shall be retained until job completion and acceptance by the Owner.
4. Owner will distribute approved Application and Certification for Payment as follows:
  - a. One (1) to the Architect/Engineer
  - b. One (1) to Contractor
  - c. One (1) to the SBAC Finance Department
  - d. One (1) to the SBAC project files.
5. Each Application and Certification for Payment shall have attached to it one (1) copy of the Schedule of Values. The Schedule of Values form shall be **AIA Document G703**. The entire pay request submittal shall have attached to it the **SBAC Payment Request Routing** slip.
6. Payment to Contractor shall be made as soon as possible after Certificate of Payment is approved and submitted by Architect/Engineer, within the Owner's normal administrative procedures, but not more than twenty-one (21) consecutive calendar days from the date of the Architect's or Engineer's signature approval.

#### B. APPLICATION FOR FINAL PAYMENT:

In addition to all of the requirements for partial payment, perform all Work described in Section 01700, "Contract Closeout".

## SECTION 01160 – CHANGES IN THE WORK

### 1.1 DESCRIPTION:

A change in the scope of the project which results in a change in either the Contract Sum or the Contract Time of Completion or both will require the issuance of either a Change Order or a Construction Change Directive. Such changes in the Work will be made by the Contractor upon issuance of either the C.O. (Change Order) or C.C.D. (Construction Change Directive). The Contractor shall be familiar with the procedures for processing either the C.O. or C.C.D. Changes in the Work are further described in Article 7 of the General Conditions of the Contract.

## 1.2 SUBMITTALS:

- A. If a Change Order is required, the Architect/Engineer shall submit five (5) signed and sealed copies of the C.O. along with five (5) signed and sealed copies of a letter of recommendation to the Superintendent of Schools stating that the C.O. has been reviewed, that the cost for the changes is consistent with the Schedule of Values, and that the C.O. should be approved. The Change Order shall be **AIA Document G701**.
- B. If a Construction Change Directive is required, the Architect/Engineer shall prepare five (5) signed and sealed copies, signed by the Owner, for issuance to the Contractor. The Construction Change Directive shall be **AIA Document G714**.
- C. The Contractor shall provide to the Architect/Engineer all pertinent back-up information from all subcontractors for each item. The subcontractor's proposal shall be on his letterhead. The Contractor shall verify that the maximum percentages allowable for overhead and profit are consistent with the requirements of this section.
- D. The Contractor shall maintain at the job site a "Register of Request for Proposals" and a separate "Register of Change Orders". These registers shall be available to the Architect/Engineer and/or Owner for review at their request.

## 1.3 PROCEDURE FOR EXECUTION OF CHANGE ORDER:

- A. Should the Contractor discover a discrepancy in the Contract Documents, a concealed or unknown condition at variance with the conditions indicated by the Contract Documents, or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the Architect/Engineer as required by pertinent provisions of the Contract Documents.
- B. Upon agreement by the Architect/Engineer that there is reasonable cause to consider the Contractor's proposed change, the Architect/Engineer will issue a Request for Proposal.
- C. Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Architect/Engineer will issue a "Request for Proposal" to the Contractor as directed by the Owner.
  - 1. The Request for Proposal will describe the contemplated change, and will instruct the Contractor to promptly advise the Architect/ Engineer as to any credit or cost proposed for the described change. Any adjustment proposed to the Contract Sum shall be based on one of the methods described in the General Conditions.
  - 2. The Request for Proposal is **not** an authorization to proceed with the change.
- D. The Contractor shall submit a written reply as described below to the Architect/ Engineer for review in response to each Request for Proposal received, stating the proposed change in the Contract Sum, if any, and the proposed change in the Contract Time of Completion, if any.
- E. When the parties are in written agreement concerning the effect the change described in the Request for Proposal may have on the Contract, and the Owner decides to proceed with the described change, the Architect/Engineer will initiate the **Change Order**. **A review copy shall be submitted to the SBAC Project Coordinator before formal preparation of the Change Order.**
- F. All quotations or claims for changes in the work shall be substantiated by complete, itemized statements showing quantities and unit prices for material, labor, equipment or other items of cost. Costs of labor and materials shall be actual costs to the Contractor. Contractor shall submit receipts or other evidence as the Architect/Engineer may direct, showing his costs and his right to payment claimed.

## **1.4 MAXIMUM PERCENTAGES OF A CONTRACT SUM CHANGE:**

- A. Maximum percentages of overhead and profit which may be added to actual costs of changes in the work shall be as follows:
1. For all work done by his own organization, the Contractor may add **10%** of his actual cost for combined overhead and profit; and
  2. For all work done by his subcontractors, the respective subcontractors may add **10%** of their actual cost for combined overhead and profit; and General Contractor may add **5%** of the above subcontractor's totals for his (the General Contractor's) overhead and profit.
  3. An allowance of **1%** of the total added costs will be permitted to cover costs of Performance and Payment Bonds. The above percentages, based on actual costs, shall be considered reasonable allowances for overhead, profit and bonds due to Contractors.

## **SECTION 01200 – PROJECT MEETINGS**

### **1.1 DESCRIPTION:**

Meetings include the Pre-construction Conference, Progress meetings, subcontractor pre-construction conferences and pre-installation meetings, and an End of One Year Warranty meeting.

### **1.2 PRE - CONSTRUCTION CONFERENCE:**

- A. The Architect/Engineer will administer the Pre-Construction conference for review of the Contract requirements, clarification of Contractor responsibilities, use of the Project site, and review of administrative procedures. The minimum agenda discussed by the Owner and Architect/Engineer should include:
1. Organizational arrangement and identification of Contractor's forces and personnel
  2. Employment of a non-working superintendent
  3. Channels and procedures for communication, including distribution of a contact sheet to all essential parties, (Contact sheet to be prepared by School Board Project Coordinator)
  4. Construction schedules and sequence of critical work
  5. Distribution of required copies of Contract Documents
  6. Procedure for processing shop drawings, field decision, and Change Orders
  7. Rules and regulations governing performance of work, including: prohibition of tobacco products, drugs, alcohol, and firearms on School Board property, and, prohibition of fraternization between Contractor's personnel and students
  8. Procedures for safety, first aid, security, housekeeping, barricades, control of work involving generation of noxious fumes, noise, and other potential disruption to building occupants
  9. Contractor's required facilities, including field offices and sheds, storage trailers, toilet facilities, parking and staging areas, barricades, enclosures, and project signs
  10. Dig permits
  11. Tree protection
  12. Time of Completion and Liquidated Damages
  13. Working hours
  14. Utility outages, temporary power, and metering
  15. Required inspections and coordination with University of Florida Environmental Health and Safety
  16. Payment procedures and forms
  17. Record Drawings
  18. Workmanship and quality

19. Site supervision including work by subcontractors and sub-subcontractors
  20. Proof of Insurance, Performance Bond, and Waivers of Lien
  21. Asbestos containing materials
- B. The Owner will ensure that a representative from the school is in attendance.
- C. The Contractor will ensure that a representative from each major subcontractor (electrical, mechanical, plumbing, etc.) as well as the Job Superintendent is in attendance.

### **1.3 PROGRESS MEETINGS:**

- A. Progress meetings will be held weekly or as mutually agreed by all parties at the Project site. The Architect/Engineer will be responsible for preparing the agenda, presiding over the meeting, recording the minutes, and distributing copies of the minutes to participants and those affected by decisions made. Attendees should include the Owner, Architect, Engineer, Contractor, major subcontractors, and suppliers as appropriate to the agenda.
- B. The Contractor shall update and review the project schedule at each progress meeting. He shall determine how work that is behind schedule will be expedited and secure commitments from entities involved in doing so.
- C. The Contractor shall update and review the project record documents at each progress meeting. Approval of each month's pay request will be contingent on the project record documents being kept up to date. (See requirements in Section 01700, "Contract Closeout").

### **1.4 END OF ONE-YEAR WARRANTY MEETING:**

The Owner will schedule a meeting with the Contractor and the Architect/Engineer at the end of the Contractor's one year warranty period. See Section 01700, "Contract Closeout".

## **SECTION 01300– SUBMITTALS**

### **1.1 REQUIREMENTS:**

This section specifies procedural requirements for all shop drawings, product data, samples, and progress schedules that are submitted during construction.

### **1.2 DESCRIPTION:**

- A. The Contractor shall submit a minimum of **one** hard-copy and **one** digital copy (or additional copies as required by the Architect/Engineer) of all shop drawings, submittals, product data, and schedules to the Architect/Engineer for his approval. All submittals shall be numbered and accompanied by a transmittal letter. The required numbering system shall be a two-part number, with the first number corresponding to the specifications section and the second number a sequential number within the given section of specifications.
- B. Coordinate the preparation and processing of submittals with the performance of the Work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery, and similar activities that require sequential activity. Prepare and transmit each submittal to the Architect/Engineer sufficiently in advance of the scheduled performance of related work. The Contractor shall coordinate the preparation of shop drawings and product data of items furnished by more than one manufacturer but which are designed to be interfaced when installed.
- C. The Contractor shall properly schedule the submission of shop drawings and product data for approval to allow adequate time for checking of drawings and manufacture and shipment of items to the project site in sufficient time to prevent delay in the progress schedule. Advise Architect/Engineer on each submittal

as to whether processing time is critical to the progress of the work. Allow at least fourteen (14) calendar days for review by the Architect/Engineer following his receipt of the submittal.

- D. By affixing his signature to a submittal, the Contractor certifies that he has reviewed each item being submitted and that it conforms to the specified requirements. Submittals without the Contractor's review stamp will not be processed by the Architect/Engineer. Each drawing or data sheet correctly submitted will be checked by the Architect/Engineer and marked in one of the following ways: no exceptions taken; exceptions as noted; revise and resubmit; rejected.
- E. The Contractor may be held liable for delays caused by non-complying submittals or partial submittals that are rejected as non-complying. Any resubmittals shall be identified as such. Review by the Architect/Engineer does not relieve the Contractor from responsibility for compliance with the Contract Documents or for errors that may exist in the submitted data.
- F. The Contractor shall maintain an itemized schedule of shop drawings and product data listing name of item, pertinent division of specifications, pertinent subcontractor, supplier, or manufacturer, and date of delivery to project site. This schedule shall be made available to the Architect/Engineer upon his request.

### **1.3 SHOP DRAWINGS:**

- A. Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work. Title each drawing with the project name and number; identify each element of Shop Drawings by reference to sheet number and detail, schedule, or room number of the Contract Documents.
- B. Identify field dimensions; show relation to adjacent or critical features of the work or products.

### **1.4 PRODUCT DATA:**

- A. Submit only pages of manufacturer's literature that are pertinent. Mark each copy of printed literature to identify pertinent products, with reference to specifications number. Show reference standards, performance characteristics and capacities, wiring and piping diagrams and controls, component parts; finishes, dimensions, and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.
- C. When required by individual specifications sections, submit applicable manufacturer's certificates with specified requirements.
- D. When required by individual specifications sections, submit applicable manufacturer's instructions for delivery, storage, assembly, installation, start-up adjusting and finishing.

### **1.5 SAMPLES AND COLOR SCHEDULES:**

- A. Contractor shall furnish Architect with a schedule indicating dates on which he will require final decision or other instructions concerning materials or work subject to selection from samples. The purpose of this schedule is to permit some convenience to the Architect/Engineer and Owner in making such selections without unduly delaying work.
- B. Submit a full range of manufacturer's standard finishes, except when more restrictive requirements are specified, indicating colors, textures, or patterns for the Architect/Engineer's selection.
- C. Not later than sixty days after the Notice to Proceed, submit to the Architect/Engineer the names of all manufacturers and the trade names for all materials involving selections based upon color or texture which are proposed for actual use in the project. All items requiring color selection shall be submitted in one complete package.

- D. Where samples are necessary to such selection, furnish same. This applies to all such items such as plastic laminate, paint, composition flooring, hard tile, carpet, and any other items involving color. Label each sample with identification required for transmittal letter.

## **1.6 CONSTRUCTION PROGRESS SCHEDULES:**

- A. Submit schedule analysis system using the Critical Path method, as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction – A Manual for General Contractors". Other progress schedules may be submitted subject to the Architect's review.
- B. The Critical Path of construction shall be clearly delineated in the Project Schedule. Claims for contract time extensions shall be supported by the construction schedule and its Critical Path.
- C. Claims for additional time due to adverse weather shall be documented by the Contractor. This claim shall be based on weather conditions that were abnormal for that period of time. A certain number of rain days are built in to the contract. Data provided for Alachua County, Florida, indicates the following number of normal rain days to be included in the contract:
- January (1); February (5); March (3); April (1)  
May (1); June (5); July (2); August (4)  
September (1); October (1); November (3); December (2)
- D. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentages of completion for each item of work as of time of each Application for Payment.
- E. Show submittal dates required for Shop Drawings, product data, samples, and product delivery dates.

## **SECTION 01400 – QUALITY CONTROL**

### **1.1 REQUIREMENTS:**

Requirements of this section include standards as they apply to workmanship, complying with manufacturer's instructions and field services, mockups, and testing services. Specific quality control requirements for individual units of work are specified in the sections of the specifications that specify the individual element of the work, such as for customized fabrication and installation procedures.

### **1.2 STANDARDS:**

The design is based on the requirements of the Florida Building Code 2014 or the most current version and the Florida Fire Prevention Code 2014 or the most current version. While it is not the responsibility of the Contractor to verify that all work called for complies with these codes, the Contractor shall be responsible for calling to the Architect/Engineer's attention any details or specifications that are not in conformance with these codes.

The Contractor shall be responsible for the furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the project as a whole when such items are called for on the drawings by diagram, note or schedule; are listed in the specifications; or are reasonably inferred by either or a combination of both. The organization of the specifications into various sections is intended only to govern the quality of the work and not intended as an itemization of the work to be furnished or to limit or define the scope of the work of any subcontract.

In the event that any provisions of the component part of the contract conflict with any provisions of any other component part, the provisions in the Agreement shall govern. The Supplementary General Conditions shall take precedence over the General Conditions.

In the event that any provision of the Florida Statutes or other State regulations conflict with any provisions of the General Conditions, the provisions of the State requirements shall govern; where there are no State requirements involved the General Conditions shall govern.

### **1.3 TESTING:**

- A. Contractor shall employ at his sole expense the services of an approved Independent Testing Laboratory(s) to perform tests and other services required by individual specification sections.
- B. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- C. Reports will be submitted to the Architect/Engineer in triplicate giving observations and results of tests, indicating compliance or non-compliance with specified standards and with the Contract Documents.
- D. Contractor shall cooperate with Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested. Contractor shall notify Architect and Testing Laboratory 24 hours prior to expected time for operations requiring testing services. Contractor shall make any arrangements necessary with the Testing Laboratory for additional samples and tests.

## **SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS**

### **1.1 REQUIREMENTS:**

The Contractor shall provide at his sole expense all temporary facilities and controls for the entire construction period until Final Completion of the Project. These include but are not necessarily limited to: utilities (including heat, water, electricity, and telephone); storage sheds and trailers; sanitary facilities; enclosures, fencing, and barricades; dewatering facilities and drains; project identification, bulletin boards and signs.

The Contractor shall minimize delivery of construction materials and heavy traffic to and from the site during one critical hour in the morning, and one critical hour in the afternoon when students are arriving and leaving the school site. Owner will advise the Contractor of the times. The Contractor shall observe and enforce compliance by all trades engaged in work under the Contract with requirements of City, County, State, Federal and Insurance Underwriter's regulations to minimize fire hazards incidental to the work.

### **1.2 UTILITIES:**

- A. **Electrical Service:** The Contractor shall provide wiring, fuses, disconnect switches, safety devices, junction boxes, panel boxes, ground fault protection, and transformer(s) if required, in connection with use of temporary electrical service for lighting and power during construction. All items and installations are to conform to the requirements of the National Electric Code, and "Occupational Safety and Health Act of 1970". Observations by the Architect, his agents, or any recognized agency indicating failure to comply with code requirements shall be cause for immediate suspension of job site operations by the Contractor until the system is in full compliance. No extension to the Contract time shall be allowed for such suspension of job site operations. Temporary electrical service will be paid for by the Contractor.
- B. **Water Service:** The Contractor shall provide temporary storage tanks, piping, valves, fittings, hose and hose connections as required for use of water during construction and testing. The Contractor may connect to on-site water. Water necessary for construction, drinking, and testing of plumbing and mechanical systems, if available through an existing on site meter, will be paid for by the Owner.
- C. **Heat:** Contractor shall provide, pay for and maintain all temporary heating facilities required during the progress of the work to protect materials, finish work and equipment against injury from dampness and cold. Temporary heat shall also be required when the outside temperature is low enough to damage or affect in any way the performance or quality of any product or material being stored in the



building, in any temporary storage area, or any material being incorporated into the work. Temporary heat shall also be required when the outside temperature is low enough to significantly slow or hamper the effectiveness of workmen on the job.

Permanent heating system may be used for this purpose after completion provided Contractor obtains written permission from Architect, and agrees to pay all charges for fuel, attendance, maintenance, repair and replacement, if necessary, to the equivalent of new conditions, including replacement of filters and cleaning of grilles and diffusers.

Where permanent heating system is used for Contractor's convenience, at his request and subject to Architect's approval, Builder's Risk Insurance Policies required under the contract documents, shall be endorsed to permit said operation of such permanent equipment (other than for testing purposes), at such times and under such conditions as the Architect shall approve.

### **1.3 SHEDS AND SANITARY FACILITIES:**

- A. Contractor's Storage Sheds for tools, materials, and equipment shall be weathertight, with heat and ventilation for products requiring controlled conditions; with adequate space for organized storage and access; and with lighting for inspection of stored materials. Coordinate location with Owner and Architect/Engineer. Maintain in a neat and orderly condition.
- B. Contractor shall provide and maintain a single occupant self-contained toilet unit in accordance with Health Department requirements. Contractor will not be allowed to use existing toilet facilities on school campuses. Maintain in a neat and sanitary condition.

### **1.4 ENCLOSURES, FENCING, AND BARRICADES:**

- A. **Enclosures:** The Contractor shall provide applicable temporary public protection facilities and precautions to avoid damage to persons and property including streets, utilities and adjacent private and public property. Compliance with federal, state, and local statutes, the Occupational Safety and Health Act, and "Safety and Health Regulations for Construction" published by the Associated General Contractors of America is required.
- B. **Fencing:** The Contractor is advised that school operations will continue throughout the construction period. All work areas shall be fenced with six foot (6') high rental type chain link fence, with top and bottom knuckles, properly attached to steel pipe posts driven in ground at a maximum of ten feet (10') on center. Provide an adequate number of access gates with locking mechanisms. Access gates shall be pairs of ten foot (10') gates creating a twenty foot (20') wide opening for easy access. Gate posts and corner fence posts shall be set in concrete and braced for proper support of gates and fencing. These temporary fences shall be maintained in a tight upright condition throughout the construction periods. Coordinate location and any other special requirements with the Owner and Architect/Engineer.

Florida Statutes require that construction area fences shall be clearly labeled with the following signs: "Warning" (white on red); and; "This area is a designated construction site. Anyone trespassing on this property shall, upon conviction, be guilty of a felony" (black on white). The signs shall be approximately 14" x 18" and shall be placed a maximum of fifty feet (50') apart and at all gates.

- C. **Barricades:** Any open trenches, excavations, mounds of earth, or other hazards, shall be enclosed in a fixed wire fence or wooden barricades with flashing lights. The responsibility for any injuries occurring at the Contractor's construction site shall be the Contractor's. Provide tree protection barriers as called for on the drawings.

### **1.5 PROJECT SIGNS:**


- A. The Contractor shall furnish and erect a Project Sign, 4'-0" high x 8'-0" long, consisting of ¾" exterior grade plywood, in a 2" x 4" frame, supported by 4" x 4" wood posts. The sign shall identify

the name of the Project, names of Board Members, Architect, Engineers, and General Contractor, in accordance with a drawing furnished by the Architect. See sample below

(Minion Pro Bold)

Your tax dollars are revitalizing our schools!

<p><b>Alachua County Public Schools</b></p> <hr/> <p>(Minion Pro Regular) Superintendent (ARIAL BOLD) <b>KAREN D. CLARKE</b></p> <p>(Minion Pro Regular) Board Members (ARIAL BOLD) <b>ROBERT P. HYATT,</b> Chair (ARIAL) <b>GUNNAR F. PAULSON, Ed.D.,</b> Vice Chair <b>TINA CERTAIN</b> <b>LEANETTA MCNEALY, Ph.D.</b> <b>EILEEN F. ROY</b></p>	<p><b>School Name</b> (Arial Bold) PROJECT NAME (ARIAL REGULAR ALL CAPS) Project Number (Arial Regular)</p> <p><b>General Contractor</b> (Minion Pro Semibold) Firm Name (Arial Regular) City, State (Arial Regular)</p> <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto; text-align: center; line-height: 40px;">General Contractor Logo</div> <p><b>Architect or Engineer</b> (Minion Pro Semibold) Firm Name (Arial Regular) City, State (Arial Regular)</p> <div style="border: 1px solid black; width: 100px; height: 40px; margin: 5px auto; text-align: center; line-height: 40px;">Architect or Engineer Logo</div>
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Project Sign shall be 5'-0" high x 8'-0" long and supported by 4"x 4" wood posts.  
Owner to confirm and mark sign location.

- B. No other signs or advertising of any kind other than "warning" signs and notices required by law will be permitted on the site or about the premises.

## 1.6 MAINTENANCE AND REMOVAL:

- A. Maintain temporary facilities and controls for the entire construction period. Removal of temporary facilities is a prerequisite to Substantial Completion.
- B. Restore the site to a condition acceptable to the Owner and Architect/Engineer. Clean and repair any damage caused by installation or use of temporary facilities.

## SECTION 01600 – MATERIALS AND EQUIPMENT

### 1.1 REQUIREMENTS:

Requirements of this section refer to materials and equipment, their transportation, handling, storage, protection, product options, and substitutions.

### 1.2 DESCRIPTION:

- A. Products include materials, equipment, and systems. Provide interchangeable components of the same manufacture for components being replaced. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Transport products by approved methods to avoid product damage. Deliver in undamaged condition in manufacturer's unopened containers or packaging. Promptly inspect shipments to insure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Store products in accordance with manufacturer's instructions with seals and labels intact and legible. Store sensitive products in weathertight, climate controlled enclosures. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with

impervious sheet covering. Provide ventilation to avoid condensation. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

- D. Product options are as follows: for products specified by reference standards or by description only, allow any product meeting those standards or description; for products specified by naming one or more manufacturers, allow only products of manufacturers named and meeting those specifications with no options or substitutions; for products specified by naming one or more manufacturers with a provision for substitutions, submit a request for the substitution for any manufacturer not named in accordance with the following article.

### **1.3 SUBSTITUTIONS:**

- A. Pre-Bid substitutions shall be submitted in writing to the Architect/Engineer no later than ten (10) calendar days prior to the Bid date. Proposed substitutions shall include complete specifications, full size samples, photographs, available colors and finishes, and a statement on how the proposed substitute product differs from the specified product. Acceptance and approval of all products submitted remains the sole prerogative of the Architect/Engineer. If a Pre-Bid substitution is accepted, the Architect/Engineer will issue a written addendum.
- B. Post-Bid substitutions shall be documented with complete data substantiating compliance of proposed substitution with Contract Documents. A request by the Contractor for a substitution constitutes a representation that: the Contractor has investigated the product and that it meets or exceeds the specified product; the same warranty will be provided; claims for additional costs which may become apparent will be waived; and deductions from the Contract Sum will be considered and so noted on request.
- C. Substitutions will not be considered: when they are indicated or implied on Shop Drawings or product data submittals without a separate written request; when acceptance will require substantial revision of the Contract Documents; and when adequate information is not provided.

## **SECTION 01700 – CONTRACT CLOSEOUT**

### **1.1 REQUIREMENTS:**

Requirements of the Contract Closeout, which indicate completion of the Work and final acceptance and occupancy by the Owner, include: Substantial and Final Completion; final cleaning; record documents; operation and maintenance manuals; warranties and guaranties, an asbestos policy statement affidavit, systems demonstration and Owner's instruction; spare parts and maintenance materials; procedures for corrections during Contractor's one year warranty period; and end of warranty inspection.

### **1.2 CLOSEOUT PROCEDURES:**

- A. **Substantial Completion:**
  - 1. As a pre-requisite to Substantial Completion, the Contractor shall obtain the Certificate of Occupancy/Completion as required from EH&S as it applies to the project.
  - 2. The Contractor shall comply with the procedures stated in the General Conditions of the Contract. When the Contractor believes the work is Substantially Complete, he shall prepare and submit to the Architect/Engineer a list of items to be completed or corrected, including a list of all required close-out documents. The Contractor shall notify the Architect/Engineer who shall make a Substantial Completion inspection. After said inspection, the Contractor shall remedy any defects or make corrections as required by the Architect's Punch List to prepare the project for Final Inspection.

3. Before the Architect/Engineer will consider the Project ready for Substantial Completion inspection, all of the following work shall be preformed: all general construction completed; all mechanical and electrical work completed, including fixtures in place, connected, and ready for testing, test and balance report, and plumbing system smoke test; all electrical circuit schedules in panels and disconnect switches properly labeled; fully operational fire alarm system; painting and joint sealants complete; window, door, and hardware installation complete; new glass cleaned and washed; any broken glass replaced; grounds clear of all temporary materials, including equipment, field offices, storage sheds and trailers, and raked clean of all debris; interior floors waxed and polished; and walks and drives replaced that have been damaged during construction (patches not acceptable).
4. Should the Architect/Engineer determine that the Work is not Substantially Complete, the Architect/Engineer promptly will so notify the Contractor, in writing, giving the reasons therefore.
5. When the Architect/Engineer concurs that the Work is Substantially Complete, the Architect/Engineer will prepare a "Certificate of Substantial Completion", **AIA Document G704**, and a list of the Contractor's items to be completed or corrected. The Architect/Engineer will submit the Certificate to the Contractor and then to the Owner for their written acceptance of the responsibilities assigned to them in the Certificate.

**B. Final Completion Inspection:**

1. The Contractor shall consider the Project ready for a Final Completion inspection when **all of the items on the Architect/Engineer's punch list have been completed, including a submission of all close-out documents.** and final cleaning has been completed.
2. If more than ten (10) items on the Architect/Engineer's punch list are found to be uncorrected, the Architect/Engineer reserves the right to terminate the Final Inspection at that point until all items are completed.
3. If all items are found in order, the Architect/Engineer will recommend final acceptance of the Project by the Owner.

**C. Final Payment**

1. Prior to Final Payment, the Architect/Engineer will prepare a DOE Certificate of Final Inspection, and a final Change Order reflecting approved adjustments to the Contract Sum not previously made by Change Order, including any applicable deductions for liquidated damages and/or additional services due the Architect/Engineer.
2. As a pre-requisite for Final Payment, the Contractor shall submit to the Architect/Engineer a complete package containing the following (partial submittals will not be accepted):
  - a. An affidavit stating that responsible representatives of the Owner (give names and positions) have been properly instructed and informed as to all working characteristics of mechanical and electrical systems as required under individual sections of specifications. Include the sign-in list from the Owner's instruction meeting.
  - b. Record Documents, Operations and Maintenance Manuals, Warranties, and Guarantees,
  - c. An affidavit stating that spare parts have been delivered to the Owner (signed receipts required).
  - d. An affidavit signed by the Architect/Engineer and Contractor stating that no asbestos containing materials have been specified nor used in this project in accordance with the Asbestos Policy Statement, Section 00910.

- e. Evidence by submission of the following forms that all labor, materials, and equipment have been paid for and no claims are outstanding against the Work;
  - 1.) Contractor's Affidavit of Payment of Debts and Claims, **AIA Document G706**, notarized
  - 2.) Contractor's Affidavit of Release of Liens, **AIA Document G706A**, notarized
  - 3.) Consent of Surety Company to Final Payment, **AIA Document G707**, notarized
- f. Evidence by submission of all submittals, approvals, and certificates required by governing authorities, including surface water management system certificates.
- g. Provide an executed EH&S Certificate of Occupancy/Completion with the final payment request.

### 1.3 FINAL CLEANING:

Execute final cleaning prior to Architect/Engineer's Final Inspection. Clean interior and exterior surfaces exposed to view. Remove temporary labels, stains, and foreign substances. Polish transparent and glossy surfaces. Vacuum carpeted and soft areas. Clean equipment and surfaces to a sanitary condition. Clean or replace filters of mechanical equipment. Clean the project site, including sweeping paved areas and raking other surfaces. Engage an experienced exterminator to make a final inspection of the Project, and to rid the Project of any rodents, insects, or other pests.

### 1.4 RECORD DOCUMENTS:

- A. The **Record Documents** shall provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. During the progress of the project, the Contractor's Project Superintendent shall be responsible for maintaining two sets of clearly labeled documents; entitled **Job Set** and **Record Documents**. The Job Set is for the Contractor's use in recording "as-built" information and should be periodically updated by the major subcontractors, who shall record exact locations of all underground and concealed work which is not installed exactly as shown on the Contract Documents. The Project Superintendent shall be responsible for any civil, architectural, and structural changes. The **Record Documents** shall contain the same "as-built" information. They are **required** to be reviewed and updated prior to each request for progress payment, **required** for a Project to be declared Substantially Complete, and **required** for a project to be declared Finally Complete.
- C. The **Record Documents (Drawings and Project Manual)** shall be posted such that all items from addenda and change orders are included. Each item shall be identified by change order or addendum number and item number. Alternates that are not accepted shall be so indicated on the Contract Documents.
- D. Ensure accuracy of the records by making proper entries on each page of the Project Manual and Drawings where such entry is required to show the change properly. Record the change within 24 hours after the change has occurred. Record changes in red pencil and identify changes by a "cloud" drawn around the affected area.
- E. Include as part of the Record Documents any shop drawings which may fully explain layout of such systems as fire alarm, security, etc., where Contract Documents do not show complete extent of work.
- F. A set of Construction Documents stamped by Environmental Health and Safety indicating review for code compliance shall be kept on site for use by inspectors and shall be separate from the Job Set and the Record Documents. See Section 01005, 1.6, "Building Permit Requirements".

## **1.5 OPERATION AND MAINTENANCE MANUALS:**

- A. Provide one (1) printed set and one (1) digital copy of Operation and Maintenance Manuals for all mechanical systems and controls, electrical systems and controls, and as specified in individual sections.
- B. Manuals to be 8-1/2" x 11" three ring binders with a separate volume for each system, with table of contents and index tabs for each volume. Directory shall list Project name and SBAC number; names, addresses, and telephone numbers of Architect, Engineer, Contractor, subcontractors, and suppliers.
- C. Operation and Maintenance Manuals shall include appropriate design criteria, a list of equipment; a complete parts list along with names, addresses, and telephone numbers of nearest vendors, distributors, and service representatives; operating instructions; maintenance instructions for finishes and equipment; shop drawings and product data; and guarantees and warranties.

## **1.6 WARRANTIES AND GUARANTEES:**

- A. Provide all warranties, duly transferred to the Owner, as called for in the individual sections of specifications. (These include, but are not limited to, electrical, mechanical, and roofing). Contractor shall provide a written guarantee stating that the Work in its entirety is guaranteed for one year from the date of Substantial Completion against all defects in materials and workmanship. Assemble warranties and guarantees in three ring binders.
- B. Replace any materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract. Repair all damage to the structure, site, or to equipment or contents thereof, which in the opinion of the Architect is the result of the use of inferior or defective materials or equipment.
- C. Repair all damage of any work or materials, or the equipment and contents of structures or site, disturbed in fulfilling any such guarantee. Should the repair or replacement of faulty items or equipment be necessary, proper temporary substitutes shall be provided by the Contractor, in order to maintain the building in operation, without additional cost to the Owner. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

## **1.7 OWNER'S INSTRUCTION:**

The Contractor is to coordinate with the Owner to provide demonstration of all systems and Owner's instruction in coordination with Substantial Completion. **The Contractor shall schedule a separate meeting with all pertinent parties to review the installation and operation of the HVAC system.** As a prerequisite for Final Payment, the Contractor shall provide an affidavit stating that representatives of the Owner have been properly instructed as required. See requirements for Final Payment.

## **1.8 SPARE PARTS AND MAINTENANCE MATERIALS:**

Provide products, spare parts, and maintenance materials in quantities specified in individual sections of specifications. Coordinate with the Owner for delivery to the Project site. As a prerequisite for Final Payment, the Contractor shall provide an affidavit stating that spare parts, products, and maintenance materials have been delivered as required. See requirements for Final Payment.

## **1.9 CORRECTIONS DURING WARRANTY PERIOD:**

The procedures for corrections of the Work during the Contractor's one year warranty period or other time frame as specified shall be as follows:

- A. The Owner shall notify the Contractor and the Architect/Engineer of a deficiency.
- B. The Contractor shall then notify the subcontractor, who will accomplish agreed upon corrective measures and then notify the Owner and secure a written release on the item.
- C. Should the Contractor fail to perform corrective work within a reasonable period of time, the Owner shall notify the Contractor in writing of his intent to have the defects corrected. If work is not begun within three (3) working days from this written notification, the Surety Company will be notified of the Contractor's non-performance and the Owner may have the defects corrected. The Contractor and his Surety shall be liable for all expenses incurred.
- D. In any case where, in fulfilling the requirements of the Contract or of any warranty embraced in or required thereby, the Contractor disturbs any work warranted under the Contract, he shall restore such disturbed work to a condition satisfactory to the Owner and shall warrant such restored work to the same extent as it was warranted under such other contract.
- E. All special warranties applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this subparagraph during the first year of the life of such special warranty.

## **1.10 END OF WARRANTY INSPECTION:**

The Contractor shall meet with the Architect/Engineer and Owner's representatives at the end of the one year warranty period to assess the status of all systems and perform corrective measures as required by the written notice prepared by the Architect/Engineer.

**ATTACHMENT D – REQUEST FOR TASK ORDER QUOTATION FORM**  
**SCHOOL BOARD OF ALACHUA COUNTY - SAMPLE ONLY DO NOT COMPLETE**

<b>RFTOQ#</b>  _____	<b>PROJECT TITLE:</b>  _____	<b>DATE:</b>  __ __ 19__
<i>Pursuant to RFP #20-07, which is incorporated herein by reference, the following Request for Task Order Quotation is issued to all qualified Offerors. All terms, conditions, and provisions of RFP #20-07 are applicable to this Request For Task Order Quotation ("RFTOQ") and are in full force and effect. Any questions regarding this RFTOQ shall be directed to the SBAC Purchasing Department at (352) 955-7582.</i>		
<b>SUMMARY OF WORK:</b> work includes, but is not limited to:   		
<b>TIME OF COMPLETION.</b> Time is of the essence. Task Order award will be made on ____, <b>2019</b> . The Notice to Proceed will be issued on ____, <b>2019</b> . The Work shall be Substantially Complete ____ ( ) calendar days from the date of the Notice to Proceed. Final Completion shall be ____ ( ) calendar days following Substantial Completion.		
<b>PRE-BID CONFERENCE.</b> A mandatory Pre-Quote Conference will be held on ____, <b>2019</b> , at _____. The SBAC Purchasing Director, _____, will chair this conference. Task Order Quotations will only be accepted from qualified Quoters attending this meeting.		
<b>PAYMENT/PERFORMANCE</b> Bonds in the form prescribed by AIA Document A312, in the amount of 100% of the Task Order amount, shall be required for quotations over \$200,000.		
<b>LIQUIDATED DAMAGES</b> in the amount of \$ <u>00.00</u> per day shall be paid by qualified Offeror to SBAC in accordance with RFP #20-07.		
<b>DIRECT PURCHASE PROCEDURES</b> (are) (are not) in effect for this RFTOQ, in accordance with RFP #20-07.		
<b>SPECIFICATIONS.</b> The following specifications are attached hereto and incorporated herein:   		
<b>DRAWINGS.</b> The following drawings are attached hereto and incorporated herein:   		
<b>SEALED TASK ORDER QUOTATIONS</b> in the form prescribed below shall be delivered <b>via US mail</b> to the SBAC Purchasing Department, 620 East University Avenue, Gainesville, FL 32601, or <b>via express delivery or by hand</b> , to SBAC Purchasing Department, 620 East University Avenue, Gainesville, FL 32601, <b>on or before 3:00 pm local time, __, 2019</b> . <u>The Task Order Quotation package shall be marked with the RFTOQ # and Title.</u> At this time, Task Order Quotations will be opened publicly. Late Task Order Quotations will not be accepted. Faxed Task Order Quotations will not be accepted. Sales tax is only applied to materials purchased directly by a Quoter. In all other respects, the SBAC is tax exempt. Task Order award will be made to the qualified Quoter submitting the lowest price Task Order Quotation.		



REQUEST FOR TASK ORDER QUOTATION #\_\_ CONTINUED:

From: \_\_\_\_\_  
(Name of Quoter)

To: The School Board of Alachua County, Florida  
Purchasing Department

The undersigned qualified Quoter having read the TASK ORDER Documents for the Project entitled:

\_\_\_\_\_  
(Project Name and Location)

Having visited the site of the proposed project and familiarized themselves with all conditions affecting and governing the construction of said project, hereby proposes to furnish all labor, materials, equipment, and other items, facilities and services for the proper execution and completion of the project, in full accordance with the contents of this RFTOQ, any addenda issued hereto, and RFP #20-07.

**BASE QUOTE:** Figure: \$ \_\_\_\_\_  
(Lump sum price)

**ALTERNATES:** See RFP #20-07, Section 01100 "Alternates": In the event an Alternate is accepted, all provisions of the Contract Documents shall govern any Alternate construction, materials or equipment. SBAC reserves the right to accept the Alternates in any order. Each Quoter shall state in its Quote the amounts to be **added to (or deducted from) the Base Quote for all Alternates**. Amounts shall include all costs for labor, materials, overhead, profit, and related incidental costs. A Quoter may be excluded from consideration for award of the Task Order contract if it has not submitted an amount for a particular Alternate.

ALTERNATE NO 1: Figure: \$ \_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_ Dollars

**Schedule of Alternates**

Alternate #1: (Description Here)
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**UNIT PRICES:** See RFP #20-07, Section 01110 "Unit Prices": If more or less work is authorized than that required by the construction plans and specifications, the unit prices shown below shall be applicable. The unit prices quoted shall be related to the prices used to compose the Base Quote. These unit prices shall be used in the Schedule of Contract Values submitted by the successful Quoter for progress payments. Unit prices that are unbalanced, incomplete, or obviously not related to the Base Quote may be cause to reject the entire Quote.

REQUEST FOR TASK ORDER QUOTATION \_\_ CONTINUED:

**Unit Price 1: (Description Here)**

\$\_\_\_\_\_ (unit of measure here)

**ALLOWANCES:** See RFP #20-07, Section 01120 "Allowances": Allowances for work described in this Section shall be used for additions and/or deletions to the Contract. The price of this work shall include all labor and materials, delivery to site, handling at site, protection from elements, and Offeror's and subcontractor's overhead and profit. Allowance shall be listed in the Quote form and in the Offeror's Schedule of Values.

**ALLOWANCE 1: (Description here)**

**ADDENDA:**

Acknowledgment is hereby made of receipt and acceptance of the following Addenda:

ADDENDUM NO: \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NO: \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NO: \_\_\_\_\_ DATED: \_\_\_\_\_

REQUEST FOR TASK ORDER QUOTATION #\_\_ CONTINUED:

**List of Subcontractors – Quotes will be rejected if this information is not provided**

DIVISION OF WORK	NAME OF SUBCONTRACTOR
1. SITEWORK	_____
2. LANDSCAPING	_____
3. CONCRETE	_____
4. MASONRY	_____
5. STRUCTURAL STEEL	_____
6. CARPENTRY	_____
7. CASEWORK	_____
8. ROOFING	_____
9. DOORS	_____
10. WINDOWS	_____
11. FINISHED HARDWARE	_____
12. METAL STUD FRAMING	_____
13. PLASTERING AND DRYWALL	_____
14. ACOUSTIC CEILING	_____
15. FLOORING	_____
16. PAINTING	_____
17. TOILET PARTITIONS	_____
18. COVERED WALKWAYS	_____
19. MECHANICAL	_____
20. PLUMBING	_____
21. ELECTRICAL	_____
22. OTHER (Specify Trade)	_____
23. OTHER (Specify Trade)	_____

REQUEST FOR TASK ORDER QUOTATION #\_\_ CONTINUED:

**COMPLETION DATE:**

The undersigned agrees that if this Quotation is accepted, construction of this project will be Substantially and Finally Completed within the time stated in the RFTOQ documents

**SIGNATURE:**

I hereby certify that for all statements and amounts herein made on behalf of

\_\_\_\_\_,  
(Name of Offeror)

A (Corporation) (Partnership) (Individual) organized and existing under the laws of the State of Florida, I have carefully prepared this Quotation from the RFTOQ and RFP documents described herein before, I have examined all local conditions affecting execution of work before submitting this Quotation, I have full authority to make such statements and submit this Quotation in (its) (their) behalf, and all statements are true and correct.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Signature of Offeror) (SEAL)

\_\_\_\_\_  
(PRINT NAME) (PRINT TITLE)

## ATTACHMENT E – CONTRACTORS STATEMENT OF QUALIFICATIONS FORM

### A. INSTRUCTIONS

This form shall be completed in its entirety and executed by an authorized agent of the Offeror. Answer all questions completely and provide all requested information. Where additional space is needed, attach supplementary sheets to this Attachment. **Other qualifications and experience not addressed by this form may be attached on supplementary sheets under Tab 2 of your proposal (see Attachment B – page 15)**

Indicate by ✓ the Task Order Categories Proposed:

Category 1 (\$50,000-\$199,999.99): \_\_\_\_\_

Category 2 (\$200,000-\$499,999.99) \_\_\_\_\_

Category 3 (\$500,000-\$999,999.99) \_\_\_\_\_

Category 4 (\$1,000,000-\$2,000,000) \_\_\_\_\_

### B. FIRM NAME

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### C. TYPE OF FIRM

\_\_\_\_\_ Corporation, if so State of: \_\_\_\_\_

\_\_\_\_\_ Partnership

\_\_\_\_\_ Sole Proprietorship

### D. NUMBER OF PERSONNEL IN ORGANIZATION

Administrative: \_\_\_\_ Professional: \_\_\_\_ Office: \_\_\_\_ Shop: \_\_\_\_ Field: \_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### E. FINANCIAL REFERENCES

Bank(s) Maintaining Account(s). Please provide contact with phone number.

1. \_\_\_\_\_

2. \_\_\_\_\_

Major Subcontractors/Suppliers/Vendors. Please provide contact with phone number.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

### F. KEY PERSONEL RESUMES

Attach resumes for key members of your organization, including name, title, years of construction experience, type of work, prior job descriptions, active registrations/licenses, education, etc.

### G. LICENSES/REGISTRATIONS HELD BY FIRM

List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

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**H. What trades does your firm typically self-perform?**

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**I. How long has your firm been in business as a CBC or CGC?** \_\_\_\_\_

**J. Has your firm ever filed for protection under Federal Bankruptcy Law? If so, please provide details and final disposition of the case(s). Yes \_\_\_\_ No \_\_\_\_**

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**K. How many years has your firm been in business under its present name?** \_\_\_\_\_

**L. Under what former names has your organizations operated?**

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**M. Has your firm ever failed to complete a bonded obligation? Yes \_\_\_\_ No \_\_\_\_**

If yes, give the particulars, including circumstances, where and when, name of bonding company, name and address of owner and final project disposition.

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**N. Has your firm ever failed to complete a project? Yes \_\_\_\_ No \_\_\_\_**

If yes, give the particulars, including circumstances, where and when name and address of owner and final project disposition

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**O. Has your firm been involved in any construction-related litigation, action or claim including but not limited to any action against or by an owner, engineer, architect, contractor, subcontractor, or supplier, whether active or pending, at mediation, arbitration, or trial, within the last three (3) years?**

**Yes \_\_\_\_ No \_\_\_\_**

If yes, give the forum/venue of the action, description of the claim, action or litigation, and how it was or is being resolved.

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Truthful and complete answers to questions J-O will not disqualify any Offeror from consideration, but will be a factor in the PEC’s evaluation process. Untruthful, misleading or false answers to these questions will result in disqualification of the firm.

**P. Please provide verifiable references for general contractor work completed within the last five (5) years for commercial, institutional, or educational customers for similar projects that adequately represent your firm’s experience within the full range of each Task Order Category proposed. School Board experience is preferred. Offerors shall provide a minimum of five (5) references per Task Order Category. If electing to participate in multiple Task Order Categories, please attach five (5) references for each category proposed to this Questionnaire. References shall use the same format requested below. Offerors may provide more than five (5) references for each category at their discretion.**

1. Project and description of work (include date project was completed)

\_\_\_\_\_  
\_\_\_\_\_

Project Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Architect: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Bonded: Yes \_\_\_ No \_\_\_ Amount: \_\_\_\_\_

Bond Type: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed \_\_\_\_\_

Completed on Schedule: Yes \_\_\_ No \_\_\_

Completed within Budget Yes \_\_\_ No \_\_\_

If "No", please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Trades Supervised: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



2. Project and description of work (include date project was completed)

\_\_\_\_\_  
\_\_\_\_\_

Project Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Architect: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Bonded: Yes \_\_\_ No \_\_\_ Amount: \_\_\_\_\_

Bond Type: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed \_\_\_\_\_

Completed on Schedule: Yes \_\_\_ No \_\_\_

Completed within Budget Yes \_\_\_ No \_\_\_

If "No", please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Trades Supervised: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Project and description of work (include date project was completed)

\_\_\_\_\_  
\_\_\_\_\_

Project Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Architect: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Bonded: Yes \_\_\_ No \_\_\_ Amount: \_\_\_\_\_

Bond Type: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed \_\_\_\_\_

Completed on Schedule: Yes \_\_\_ No \_\_\_

Completed within Budget Yes \_\_\_ No \_\_\_

If "No", please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Trades Supervised: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Project and description of work (include date project was completed)

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Project Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Architect: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Bonded: Yes \_\_\_ No \_\_\_ Amount: \_\_\_\_\_

Bond Type: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed \_\_\_\_\_

Completed on Schedule: Yes \_\_\_ No \_\_\_

Completed within Budget Yes \_\_\_ No \_\_\_

If "No", please explain: \_\_\_\_\_

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Trades Supervised: \_\_\_\_\_

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5. Project and description of work (include date project was completed)

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Project Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Architect: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Bonded: Yes \_\_\_ No \_\_\_ Amount: \_\_\_\_\_

Bond Type: \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed \_\_\_\_\_

Completed on Schedule: Yes \_\_\_ No \_\_\_

Completed within Budget Yes \_\_\_ No \_\_\_

If "No", please explain: \_\_\_\_\_

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Trades Supervised: \_\_\_\_\_

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**Q. What is the largest contract (\$) ever performed by your firm?**

\_\_\_\_\_

**What is the smallest contract (\$) ever performed by your firm?**

\_\_\_\_\_

**R. What is the dollar value of the largest project you consider your organization qualified to undertake?**

\_\_\_\_\_

**S. Safety**

Worker's compensation Experience Rate for the last three (3) years:

	Year	Year	Year
Rate	_____ _____	_____ _____	_____ _____

**Have you had an OSHA fine with in the last three (3) years? Yes \_\_\_\_ No \_\_\_\_**

**Have you had any jobsite fatalities within the last three (3) years? Yes \_\_\_\_ No \_\_\_\_**

If you answered "Yes" to either of these two (2) questions, you must submit on an attached sheet details describing the circumstances surrounding each incident.

Describe your firm's safety attitudes and practices on an attached sheet. Please address the following: do you have a written safety and health program? Regular orientation of foremen and new workers? Frequent, effective tool-box safety meetings? On-the-job discipline?

**T. Is your firm in compliance with EEO requirements? Yes \_\_\_\_ No \_\_\_\_**

The undersigned guarantees the authenticity of the foregoing statements, as evidenced by this sworn affidavit and does hereby authorize and request any person(s), firm, or corporation to furnish any information requested by the School Board of Alachua County and its authorized representative in verification of the recital comprising this "CONTRACTORS STATEMENT OF QUALIFICATIONS FORM."

During the proposal evaluation process and anytime thereafter, should it be determined that any information provided is inaccurate, the undersigned Offeror agrees that such inaccuracies' are grounds for rejecting the Offeror's proposal and/or terminating any contract awarded to said Offeror.

Signed: \_\_\_\_\_

For the firm: \_\_\_\_\_  
(Authorized Officer or Agent of the Company, the Owner, or Sole Proprietor)

(CORPORATE SEAL)

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Notary Public:

My Commission Expires: \_\_\_\_\_