

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b>		<b>REQUEST FOR PROPOSAL</b>	
SUBMIT OFFER TO: <i>See Bid mailing instructions on page 2</i>		Offeror Acknowledgement and Acceptance	
RFP TITLE: LITTLEWOOD COMMISSIONING SERVICES		RFP NO.	23-50
DELIVERY F.O.B. DESTINATION: All District Schools and Support Sites		ISSUE DATE:	May 31, 2023
		PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844)269-9018	
RFP DUE DATE AND TIME: June 27 <sup>th</sup> , 2023 @ 3:00pm (EST)		RFP OPENING: Purchasing Department	
A N/A pre-proposal meeting is scheduled for N/A.			

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.**

**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 65 ☐ Paragraph 66 ☐ Paragraph 67 ☐ Paragraph 68 ☐ Paragraph 69 ☐ Paragraph 70 ☐ Paragraph 71 ☐ Paragraph 72
- ☐ Paragraph 73 ☐ Paragraph 74

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT [WWW.SBAC.EDU](http://WWW.SBAC.EDU). THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT 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, telegraph 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 LITTLEWOOD COMMISSIONING SERVICES, RFP #23-50," TO BE OPENED AT 3:00 P.M., JUNE 27, 2023.** 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
- ☒ INSURANCE CERTIFICATION FORM
- ☒ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES
- ☒ ATTACHMENT B - PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION
- ☒ ATTACHMENT C - SCOPE OF SERVICES AND SPECIAL CONDITIONS
- ☒ ATTACHMENT D - PRICE PROPOSAL

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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 #23-50 – LITTLEWOOD COMMISSIONING SERVICES</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
RFP #23-50 – LITTLEWOOD COMMISSIONING SERVICES	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

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

☐ Small Business Enterprise, as defined in FS 288.703(6),

or a

☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

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

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

☐ City of Gainesville Florida Small Business Procurement Program

☐ Alachua County Florida Equal Opportunity Division

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

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

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

NAME OF OFFEROR	RFP # AND TITLE
RFP#23-50 – LITTLEWOOD COMMISSIONING SERVICES	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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

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## INSURANCE CERTIFICATION FORM

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This form ☒ is applicable ☐ is not applicable to the RFP.

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

Applicable ☒ Not Applicable ☐

*Workers Compensation – Coverage A*

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

*Comprehensive General Liability*

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

*Comprehensive Automobile Liability (Combined Single Limit)(All automobiles-owned, non-owned, hired, etc.)*

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

Applicable ☐ Not Applicable ☒

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

Applicable ☐ Not Applicable ☒

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

Applicable ☐ Not Applicable ☒

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

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

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

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

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

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

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

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

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

# 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 in response to an RFP.

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

Contract--The submission of a Proposal constitutes an Offer by the Offeror. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the RFP. The Offeror's Offer, the RFP document, and the corresponding purchase 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.

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) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. **GENERAL 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 Proposal, reject any or all Proposals, accept any part thereof, award to other than the low Offeror, award in the best interest of the SBAC, or cancel the RFP at its discretion.

A signed Proposal 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 or specific performance.

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. **PROPOSAL OPENING:** Shall be public at the time and date specified elsewhere in this RFP. It is the Offeror's responsibility to ensure that the Proposal is delivered at the proper time and place. Proposals received after the date and time specified in the RFP will be rejected and returned to the Offeror unopened. Proposals received by telephone, telegraph or facsimile transmission will be rejected by SBAC and not considered for contract award.

4. **AWARD:** SBAC will award a Contract to the Responsible Offeror, whose Proposal is most advantageous to SBAC, price and other factors herein considered.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 61 below.

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

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

7. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Proposal 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, 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 are applicable and in full force and effect. The Offeror's authorized signature appearing elsewhere in the RFP attests to this.

8. **MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS:** Unless expressly stated otherwise in the RFP, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications or special conditions 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 RFP, Offerors may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" offers, Offerors shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Offerors shall submit with their Proposal 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. Proposals that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award.

If an Offeror fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

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

9. **FORM:** Proposals must be typed or printed in ink on the form contained in or prescribed by the RFP and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
10. **COLLUSION:** The Proposal shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Proposal on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
11. **COMMUNICATION WITH SBAC EMPLOYEES:** Prior to the RFP due date and during evaluation of Proposals by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the RFP 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 in writing.
12. **CONFLICT OF INTEREST:** Contract award is subject to the provisions of 112, F.S. Offerors must disclose with their Proposal 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.
13. **LOBBYING: OFFERORS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS RFP. 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 RFP ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.**  
  
**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.**
14. **INTERPRETATION OF DOCUMENTS AND ADDENDA:** No interpretation of the meaning of the RFP, 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 shall be made by Offerors no later than 72 hours (weekends, holidays not included) prior to the RFP 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 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. Only the interpretation or correction so given by the Purchasing Agent 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. Offerors should address any questions regarding this RFP 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) 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 documents.
15. **LINE ITEM PROPOSAL CORRECTIONS:** The use of correction fluid or erasures to correct line item Proposal or 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 will be considered non-responsive for the corrected items only.
16. **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.
17. **PROPOSAL WITHDRAWAL, CORRECTION:** Prior to the date and time of the public Proposal opening specified in the RFP, Offerors may withdraw or correct Proposals. No withdrawal or correction will be permitted after the RFP opening date and time.  
  
A request for Proposal withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Offeror desiring to withdraw the Proposal. A verbal request to withdraw a Proposal will not be accepted. A Proposal 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 must do so by replacing the sealed Proposal package currently in the Purchasing Department's possession with a new Proposal package, which must meet the requirements of the RFP and be properly sealed and identified in order to be considered for award. An amended or corrected Proposal package must be accompanied by a letter requesting that it be substituted for the Proposal currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Offeror desiring to correct or amend its Proposal. Such a request must be received in sufficient time for the substitution to be made.
18. **ONE PRICE ONLY:** Unless permitted by the RFP, Offerors shall submit only one quote for each product or service listed in the RFP. If multiple prices are proposed for any single product or service, the Proposal will be rejected for that item only.
19. **ALTERNATE PROPOSAL:** shall be clearly identified as such on the outside of the Proposal package by using the term "ALTERNATE PROPOSAL" (see page two for additional packaging instructions). If an Alternate Proposal is accepted, SBAC will cancel the current procurement and develop a new RFP using as the basis for its specifications the product and/or services contained in the Alternate Proposal. Sole source Alternate Proposals will typically not be considered by SBAC.
20. **BUDGETARY LIMITATIONS:** SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.
21. **QUANTITY ESTIMATES:** Quantities shown are estimated amounts only and are presented to assist Offerors in the development of their Proposals. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the RFP, minimum cost or quantity order requirements are not allowed. Proposals received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items proposed that are responsive in accordance with the requirements of the RFP.



22. **SAMPLES:** If required, samples submitted by the Offeror, unless elsewhere indicated in this RFP, shall become the property of SBAC. Samples shall be provided at no cost to the SBAC.

Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the RFP number, title, and the opening date and time.

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

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

At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful 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.

In accordance with the RFP, 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.

24. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
25. **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.
26. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if an Offeror currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this RFP, the Offeror shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Proposals and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.

SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Proposal received as a result of the RFP, if it is in its best interests to do so.

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

28. **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. By submitting a signed Proposal, Offeror acknowledges that SBAC is relying on the representations and warranties made by the Offeror.

29. **DISPUTE:** With respect to a protest of the specifications contained in an RFP, 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, 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 tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Offeror who disputes the Contract award recommendation for any Proposal shall file a notice of protest in writing within seventy-two (72) hours of the Proposal 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 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid.

30. **PROPOSAL TABULATIONS:** Proposal 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.
31. **NOTIFICATION OF AWARD:** Unsuccessful Offerors will not receive notification of award. Proposal tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.
32. **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 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 Contract 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.
33. **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 contracts for the improvements of SBAC real property as defined in F.S. 192.

34. **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 Contract.

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 Contract. 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.

35. **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.
36. **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 will be returned and/or re-performed at the Offeror's risk and expense.
37. **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.
38. **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, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the 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 Contract 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.

39. **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 to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.

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

- ✓ RFP#;
- ✓ 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 RFP, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available. SBAC will not process, and Offeror waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

41. **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 on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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.
42. **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.
43. **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.
44. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate any Contract resulting from this RFP, or any portion thereof, 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, for any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.
45. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this RFP 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 Contract 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.

46. **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.

47. **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.

48. **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 Contract, or any portion thereof, without such written permission shall be grounds for immediate termination.

49. **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."

50. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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.

51. **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 Contract

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

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

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

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

The Cone of Silence prohibits any communication regarding this 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, 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.
56. **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.
57. **LIFE CYCLE COSTING:** If so specified in the RFP, 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.
58. **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 Contract 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 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.
59. **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.
60. **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, 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 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.
61. **COMMON CARRIER WAIVER:** In the event the Offeror and its employee's will not enter onto SBAC property during the base contract term or any contract renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Offeror employees, during the base contract term and any contract renewal period, then the Offeror may complete the Common Carrier Insurance Waiver form included herein to request an exemption from the RFP's insurance requirements described in Item 51 above.
62. **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.
63. 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.

64. **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 65-73 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).

65. **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.

66. **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.

67. **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.

68. **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).

69. **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.

70. **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.

71. **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.

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

73. 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).
74. 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.
75. E-VERIFY: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Offeror shall use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Offeror shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Offeror with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Offeror shall maintain a copy of all affidavits, (iv) Offeror shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Offeror must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Offeror’s E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Offeror may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

ATTACHMENT B  
PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION

1.0 REQUIRED PROPOSAL SUBMITTALS

1.1 Proposal Copy:

Offeror's shall submit one (01) original hard-copy proposal and one (1) digital copy (USB flash drive) in accordance with the RFP instructions (page 02). The original hard-copy proposal **shall include Tab 7** (see below). The digital copy shall not include Tab 7. Proposal prices shall be considered after all other criteria has been evaluated and scored.

1.2 Proposal Organization and Format:

Elaborate proposals are not necessary, nor desirable. Proposals should be concise, logically organized, and address in detail the requirements of the RFP.

Proposals shall be typed and submitted on 8.5"x 11" paper, bound securely in three-ring binders to allow for easy removal of proposal sections. No staples, please.

Proposals shall be organized and presented in the order and by number assigned in RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked.

1.3 Required Submittals:

All proposals should include the following information. Proposals which are substantially incomplete or lack key information may be rejected at the discretion of SBAC.

Tab 1	Executive Summary
Tab 2	RFP Contract Forms – Complete and sign the following forms: <ul style="list-style-type: none"><li><input type="checkbox"/> Offeror Acceptance and Acknowledgement (page 01)</li><li><input type="checkbox"/> Certification Regarding Debarment Form (page 03)</li><li><input type="checkbox"/> Jessica Lunsford Act Form (page 04)</li><li><input type="checkbox"/> Small/Minority Business Enterprise Form (page 05)</li><li><input type="checkbox"/> Insurance Certification Form (page 06)</li></ul>
Tab 3	Offeror Profile
Tab 4	Firm Qualifications, Experience, and References
Tab 5	Qualifications of Staff
Tab 6	Proposed Service Offering
Tab 7	Price Proposal

1.4 Definitions of Required Submittals:

Tab 1: Executive Summary

Submit a one (1) page letter summarizing your firm's overall capabilities and approaches for accomplishing the services specified herein, including:

- A. Brief synopsis of the Offeror's understanding of the RFP and a statement of willingness to provide the services described therein;
- B. Brief description of the Offeror's expertise and experience in servicing contracts similar in scope to the services described in the RFP;
- C. Contact name, title, phone #, and email address of person authorized to represent the Offeror during the solicitation process and to contractually obligate the business for the purpose of this RFP;

The Executive Summary should be signed by an officer of the Offeror with signature authority.



Tab 2: RFP Forms

Complete, sign, and submit referenced forms.

Tab 3: Offeror Profile

A. Provide a profile and brief overview of Offeror including the following:

- Firm name, address, phone #, website;
- Firm ownership;
- Description/history of firm;
- Number of years that firm has been in business;
- Number of full/part time employees of firm;
- Offerors shall demonstrate the financial stability of their company. If a publicly traded company, they should provide their latest annual report. If privately held, they should provide a history of their company and discuss specific financial indicators that exhibit financial stability and earnings growth (Go, No-Go determination).

Tab 4: Firm Qualifications, Experience, and References

- A. Provide a narrative description of the Offeror's qualifications, demonstrated capability, expertise, and experience in accomplishing the scope of services described in RFP;
- B. Provide three (03) written references that can attest to Offeror's experience. The letters should be from persons with knowledge of Offeror and who have experience and responsibilities in managing commissioning services contracts, preferably an administrator employed by a Florida school district. Include the organization name, contact person, phone number, email address, description of services, and contract value;
- C. Provide a list of any and all recently expired, current, or recently awarded contracts for commissioning services awarded to the Offeror by K-12 educational institutions;
- D. Provide a description of any litigation or regulatory action that has been filed against your firm in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your Provider(s), provide a statement to that effect.
- E. Provide any information or examples that will further demonstrate Offeror's qualifications and experience.

Tab 5: Qualifications of Staff

- A. Provide resume(s) of key personnel who will be managing the Littlewood Commissioning Services contract and routinely interacting with District personnel. Include educational background, work experience, certifications, and any other information describing the individual's qualifications. Identify Project Manager and Commissioning Agent and provide resumes and list of related projects.

Tab 6: Proposed Service Offering

- A. Task Understanding: Provide a narrative describing how you intend to accomplish task requirements.
- B. Describe your organizations quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
- C. Identify and discuss any method of approach to fulfilling the services which your firm believes to be either unique or outstanding;



- D. Indicate any and all variances from the RFP specifications, terms and/or conditions. Exceptions shall be specific in each regard. If no variations are stated, it shall be assumed that the Proposal fully complies with specifications, terms and conditions of the RFP. Singular exceptions or exceptions that, when aggregated, constitute a material deviation from the RFP, the acceptance of which would prejudice other Offerors, will be cause for rejection of an Offeror's Proposal, at the sole discretion of SBAC.

Tab 7: Price Proposal

- A. Complete and Submit Price Proposal Form (Attachment D).

2.0 EVALUATION CRITERIA:

Proposals shall be evaluated using scoring criteria (1=poor through 5=Excellent) applied to a set of weighted evaluation criteria (see below) to establish an aggregated technical score for each proposal. Price proposals shall be evaluated as follow: low price earns full points; other prices are assigned a score relative to the low price as follows: (low price/price) x 350 points.

The Proposal documentation requirements set forth in Tabs 1-7 below are designed to provide guidance to the Offeror in providing the information necessary for SBAC to perform a comprehensive evaluation of each Proposal. A total of 1000 points are possible in scoring each Proposal.

#	Description	Points
1.	<u>Offeror Profile</u> (Tabs 3)	50
2.	<u>Firm Qualifications, Experience, and References</u> (Tab 4)	250
3.	<u>Qualifications of Staff</u> (Tab 5)	100
4.	<u>Proposed Service Offering</u> (Tab 6)	250
6.	<u>Price Proposal</u> (Tab 7)	350
Total Award Points		1,000

3.0 PROPOSAL EVALUATION PROCESS:

1. A Proposal Evaluation Committee ("PEC") composed of District-level staff and Principal Representatives will screen and evaluate all Proposals submitted. One or more Purchasing Department staff 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's submittal requirements;
3. Each Proposal will be evaluated and ranked according to how well it addresses the criteria listed herein and the services described elsewhere in the RFP. Proposals shall be sufficiently detailed to permit a complete analysis of each Offeror's ability to provide the specified services.
4. The PEC may recommend contract award on the basis of initial Proposals received without further clarification, discussions, or negotiations. Therefore, initial Proposals should contain the Offeror's best terms from a price and technical standpoint.
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 based on the scoring matrix described herein. Award shall be made to the Offeror, whose Proposal, conforming to this RFP, is most advantageous to SBAC, price and other factors specified herein considered.
7. Invitation to Negotiate Component: The PEC may, within the confines of the RFP, negotiate further terms and conditions, including price, with the highest ranked Offeror. The PEC reserves the right to terminate negotiations at its discretion with any Offeror, to award to other than the highest ranked Offeror (assuming unsuccessful negotiations with that company), or not to make contract award.

ATTACHMENT C  
SCOPE OF SERVICES AND SPECIAL CONDITIONS

GENERAL

**1. Intent**

The School Board of Alachua County (hereinafter “SBAC” or “District”) is soliciting Proposals from qualified firms (hereinafter “Offerors” or “firm”) to provide turnkey commissioning services to the District, as part of the District’s renovations and upgrades at Littlewood Elementary, and establishing a fixed fee contract for professional services for fundamental commissioning and enhanced commissioning. The contract, once established, may be utilized for future projects of similar scope.

**2. Demographics**

SBAC serves a population of 26,000 students located in forty-one (41) schools and centers. The District also maintains seven (07) other ancillary facility sites and approximately two hundred ninety-two (292) portable buildings.

SCOPE OF SERVICES

1. **General:** The successful Offeror shall perform all services in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including EPA, Florida Department of Environmental Protection, Florida Department of Education, Florida Department of Health, and OSHA rules and regulations.

The services to be provided shall include but not be limited to the following:

- Evaluations, investigations, analysis, recommendations, testing, reports, studies, preparation of documents (including drawings in latest AutoCAD version and specifications), field inspections and investigation;
- Professional involvement throughout all phases of the project including but not limited to preparation of reports; periodic progress reports/meetings; processing of invoices for service; timely processing of project correspondence, consultants’ requests for payment, and material and equipment submittals;
- Other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by the District.

**2. Scope of Basic (Fundamental) Commissioning Services:**

Fundamental Building Systems Commissioning shall consist of but not limited to the following:

- A. Assist in preparation and review of District’s project requirements (OPR) and, basis of design documents (BoD) for the Mechanical, Electrical, and Plumbing systems. Review contract design and construction documents as needed to be familiar with the commissioned systems design intent, installation, and operations. Review of contract documents at the fifty percent (50%), submission is required for the enhanced commissioning. Perform back check review on the one hundred percent (100%) (bid documents). Provide written documents of all observations. Update as necessary the narrative to be prepared by the design team and reviewed by the commissioning agent.
- B. Review of construction documents to ensure compliance with the commissioning requirements and basis of design.
- C. Develop commissioning specifications sections and requirements for inclusion in the contract documents, assigning the commissioning responsibilities of the various participants during construction through the completion and acceptance of the project by the District.
- D. Coordinate the commissioning work with the General Contractor (GC) and construction manager and verify that commissioning activities are being scheduled into the master project schedule.
- E. Develop pre-functional commissioning checklists and performance verification forms. Samples of the check lists and forms shall be included in the project specifications for bidding purposes; final check lists and performance verification forms shall be prepared after all shop drawings have been approved.

- F. Prepare written commissioning plan establishing commissioning agent (Cx) authority and identifying responsibilities of each trade affected by the commissioning process, outlining all systems to be commissioned and associated tests to be performed. The plan shall address commissioning activities during each construction phase outlining all systems to be commissioned and associated tests to be performed, subsequent deferred or seasonal testing, and warranty period follow up. Plan shall be presented at pre-commissioning meeting that will be scheduled and chaired by the commissioning agent.
- G. Review written incident reports for events that result in personnel injury or major equipment damage.
- H. Plan and conduct a commissioning scoping meeting where the commissioning process is reviewed with the District, GC, Mechanical, Plumbing and Electrical contractors. Attend selected meetings to obtain information on the construction process.
- I. Attend a pre-construction meeting to answer commissioning related questions.
- J. Review approved shop drawings for commissioned equipment/systems. Cx agent review does not supersede the review and approval of the design engineer, but are primarily used to aid the Cx agent to be aware of what has been approved for installation on the project and to assist in preparation for commissioning.
- K. Review construction correspondence (RFIs, responses, change orders, project schedule) pertinent to commissioned equipment/systems to be aware any changes or clarifications made during construction process.
- L. Review equipment submittals and O&M manuals.
- M. Review equipment start-up plans and start-up documentations to verify that the check lists and startups are completed according to the approved plans.
- N. Write and distribute pre-functional tests and check lists to be reviewed by all parties and performed by the Contractor during the start-up process.
- O. Perform unscheduled walks through the building to observe and keep abreast of commissioned systems installation progress and attend selected progress meetings.
- P. Observe representative piping system pressure tests, flushing, cleaning, and chemical treatment.
- Q. Cx agent is to review specified control sequences and interlocks and work with the contractors and design engineers until sufficient clarity has been obtained in writing to be able to write detailed testing procedures.
- R. Observe representative duct pressure testing and sampling of duct systems, plenums, coils, and filters for cleanliness, damage, or leakage.
- S. Be present to observe representative start-up of equipment that is to be supervised and certified by the equipment manufacturer's authorized agent such as roof top equipment, chillers, boilers, VFDs. Witness and document the functional performance test procedures as executed by contractors.
- T. Review the submittals for testing, adjusting, and balancing (TAB) agency for personnel qualifications, instrumentations calibrations, and the TAB strategies and procedures plan. Periodically observe and verify actual on-site testing, adjusting, and balancing of the air and water systems. Review the certified report submitted by the TAB agency. Provide recommendations as required.
- U. Observe installation and operation of the HVAC controls and Direct Digital Control Systems. In addition to diagnostics achieved via review of automation systems trends, Cx will physically verify calibration of a representative sampling of temperature, humidity, air and water pressure sensing devices and verify operations of automation system's building and energy management routines.
- V. Observe the operation, performance, controlling sequences and safety systems for the following. The systems listed below are listed as an example and do not represent all or partial systems that may be designed and specified for future District facilities:
  - 1. All HVAC systems and controls.
  - 2. Building Automation systems
  - 3. A representative sampling of HVAC and plumbing equipment in all areas of the building; a representative sampling shall be minimum of 25% the total quantity installed.

4. Geothermal or VRF systems as applicable
  5. Central plant equipment such as but not limited to (boilers, chillers, heat pumps, pumping systems, ground source loop, etc.) as applicable.
  6. Verification of outside air to each building within the scope of design.
  7. Review Sprinkler system shop drawings and Fire Marshal approval
  8. Domestic water system
  9. Review Fire alarm system shop drawings and Fire Marshal approval
  10. Energy related plumbing systems including domestic hot water generation
  11. Interior buildings lighting control system including occupancy sensors
  12. Site lighting and control systems.
  13. Solar hot water heating as applicable
  14. Boxes serving conference rooms with associated CO2 control as applicable.
- W. Review contractor prepared Operating and Maintenance Manuals, as-built drawings, and all certifications required for submission by project specifications. Recommendation for approval when appropriate shall be forwarded to the project architect/engineer for inclusion in their final submission of project close out documentation to the District.
- X. Review training procedures and materials and attendance of training sessions regarding operations and maintenance of the commissioned systems.
- Y. Maintain a master deficiency and resolution log and a separate testing record and provide to construction manager written progress reports and test results with recommended action.
- Z. Incorporate one set of review comments and distribute final testing documents.
- AA. Furnish interim written reports of Cx observation including issues tracking log, and provide a final written report to recommend acceptance of the commissioned systems upon satisfactorily completing the commissioning process.
- BB. Compile and maintain a commissioning record, which shall include: Description of the District's project requirements, project specifications, verification of installation through construction check lists disposition, functional performance testing results and forms, O&M documentation review, value of commissioning process, and a list of outstanding issues.
- CC. Commissioning shall be performed while the building is in heating mode and when in cooling mode. Each seasonal commissioning will involve reviewing a complete set of automation system trends and on-site performance verification.
- DD. Comply with all LEED fundamental commissioning requirements and perform all tasks and functions required for the project to achieve the LEED-NC v3.0 Fundamental Commissioning Prerequisite including uploading all necessary documents to USGBC website.
- EE. Review equipment warranties and verify that the District's responsibilities are clearly defined.
- FF. Provide a final commissioning report. The report shall include an executive summary, list of participants and roles, brief building description of testing and verification methods. All outstanding non-compliance items shall be specifically listed. Recommendations for improvements to equipment or operations, future actions, commissioning process changes, etc shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc, where the deficiency is documented. Ensure client is provided proper and complete training of systems and components, and verify the training provided by the contractors to achieve the OPR.
- GG. Attend a minimum of ten (10) progress commissioning meetings in addition to all required tasks and meetings of the commissioning process. Arrange meetings to coincide with site visits as much as possible.
- HH. Observe functional performance test and up to one (1) retest on all equipment until satisfactory performance is achieved.

### **3. Scope of Enhanced Commissioning Services:**

- A. Before the end of warranty service, which requires a return to site at ten (10) months into the twelve (12) month warranty period to review with facility staff the current building operation and outstanding issues, identify building personnel concerns with operating the buildings as originally intended, make suggestions for improvements, identify areas that may come under warranty or under the original construction contract, and provide a re-commissioning management manual.
- B. Conduct commissioning design review during design development.
- C. Coordinate a controls integration meeting where the electrical and mechanical engineers discuss integration issues between equipment, systems, and disciplines.
- D. Comply with all LEED EA Credit 3 (Enhanced Commissioning) requirements and perform all tasks and functions required for the project to achieve LEED enhanced commissioning credit.
- E. Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with A/E reviews.
- F. Review request for information and change orders for impact on commissioning and District's objectives.
- G. Develop a single manual containing information required for re-commissioning.
- H. Verify that requirements for training operations personnel and tenant space occupant are completed.
- I. Review and approve the preparation of the O&M manuals for commissioned equipment.
- J. Coordinate training for operations and maintenance staff. The appropriate manufacturer's representatives, control contractors, general contractor and sub-contractors shall perform the actual training as required by the construction documents.

### **4. General Commissioning Process Understanding:**

- A. Throughout the commissioning process, if acceptable performance cannot be achieved, it will be the Cx agent's responsibility to apprise the Architect and District of the deficiency. Corrective action shall be the responsibility of the design team and the general contractor constructing the project.
- B. The commissioning agent shall have no authority to alter design or installation procedures.
- C. Cx agent task is to provide substantial verification that systems and equipment are installed and performing in accordance with the contract documents and design intent.
- D. Perform commissioning services responsive to the construction schedule.
- E. Interim site visits to observe the work in progress and to perform pre-functional checks shall occur as work is performed and completed.
- F. Cx agent performance verifications are to be done when systems are completely installed, balanced, and under automatic control.

Review all air and water testing and balancing reports and automation systems trends for equipment and systems performance verifications.

## SPECIAL CONDITIONS

### **1. Inquiries and Clarification of RFP Document**

Any inquiries, questions, and requests for clarification relating to this RFP are to be directed, in writing (preferably in email form), to:

School Board of Alachua County  
Purchasing Department  
Jeffrey Garcia/Purchasing Manager  
620 East University Ave., Gainesville, FL 32601  
Fax: (844) 269-9018  
E-Mail: [garciaj@gm.sbac.edu](mailto:garciaj@gm.sbac.edu)

### **2. Procurement/Services Implementation Schedule**

Issue RFP	May 31, 2023
Deadline for Question Submission	June 14, 2023 (email to <a href="mailto:garciaj@gm.sbac.edu">garciaj@gm.sbac.edu</a> )
Proposals Due	On or before 3 pm, June 27, 2023
Contract Award	Approximately July 18, 2023

### **3. Addenda**

In the event that it becomes necessary to revise the RFP, such clarification or revision shall be by written addendum and posted on the Purchasing Department website. SBAC shall not be responsible for any verbal communication between any employee of the District and prospective Offeror. All addenda to the RFP shall become part of the pending contract. It shall be the responsibility of Offeror to visit the Purchasing Department website for any issued addenda prior to submission of Proposal.

### **4. Contract Award**

In order to meet the needs of the Planning & Construction Department, and in the best interest of the District, award shall be made on an all-or-none basis to the responsive and responsible Offeror, whose proposal is determined to be the most advantageous to the District, price and other factors herein considered. The Offeror achieving the highest ranking shall be recommended for contract award.

Although the price of the services is an important criterion, the District is not obligated to select the Proposal that demonstrates the lowest price. SBAC shall make contract award to a highly qualified and experienced firm with a strong record of success and competitive prices. To that end, SBAC reserves the right to make sole and final determination to reject or accept any proposal. The award of contract shall be at the sole discretion of the District.

The contract shall consist of the RFP and any addenda; the Offeror's Proposal, as may be amended; and the award letter.

### **5. Contract Term**

The contract term is two (02) years. Thereafter, the contract may be renewed for two (02) additional two-year periods with the agreement of the parties. If recommending renewal of contract, the Purchasing Department shall send a renewal offer letter to successful Offeror at least ninety days (90) days prior to the end of the current contract period. Offeror shall be notified when recommendation has been acted upon by the School Board. The contracted service rates may be extended to future projects of similar scope taking place during the base term, or any renewal periods by mutual consent.

### **6. Contract Value**

Regarding this procurement, the District lacks historical data. No volume of services is guaranteed, nor implied by SBAC under this contract.

## **7. Proposal Costs**

The District is not liable for any cost or expense incurred by Offeror for the preparation, submission, presentation, or any other action connected therewith, of the Proposal, or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the Offeror or indirectly through the Offeror's agents.

## **8. General Supervision**

Offeror shall be responsible for coordinating all portions of contract services and ensuring that services are being accomplished correctly in conformance to established contract. Offeror shall work jointly and cooperatively with designated District staff to resolve any performance issues. The failure of District to immediately reject any unsatisfactory work or to notify Offeror of such deficiencies shall not relieve Offeror of any responsibilities specified herein.

## **9. School Calendar**

Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of successful Offeror to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District's website: [www.sbac.edu](http://www.sbac.edu).

## **10. Contract Management**

All operative aspects of contract services shall be under the direction and authority of the Planning & Construction Department (or "Department"). All services shall be subject to periodic review by the District to ensure contract compliance.

## **11. Account Management**

Offeror shall designate one (01) or more Account Representatives with comprehensive technical knowledge of the services to be provided under the contract. Account Representative shall be knowledgeable and familiar with the contract and shall be the liaison between the Offeror and the District on all matters pertaining thereof. Account Representative shall respond to all calls for assistance within one (1) hour of initial contract and have the ability to provide consultations upon request. The Consultant shall make every effort to keep the personnel assigned to a task order consistent. Should the awarded vendor desire to have their representative to the SBAC perform their duties "on site", office space will be made available to the assigned Account Representative. A District standard desktop phone and phone line will be provided with a phone line extension specific to the awarded vendor. Network access will not be provided by the District. Responsibility for the provision of internet connectivity and provision of computing devices shall be borne by the awarded proposer. Access to the District's network shall not be permitted.

## **12. Invoices/Payment**

Invoices shall contain sufficient information to determine the extent of services provided. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied by any required supporting documentation may cause delay of payment.

Invoices shall be submitted in a timely manner to: [faccapitaloutlayinvoices@gm.sbac.edu](mailto:faccapitaloutlayinvoices@gm.sbac.edu).

The District prefers to make payment via its Visa P-Card.

Payment terms and invoice contents shall be established with the successful Offeror.

## **13. Service Complaints**

Offeror is expected to maintain a high level of satisfactory service throughout the duration of the contract. All performance related complaints shall be reported by the HR Department to Account Representative. It shall be the responsibility of Offeror to promptly resolve reported complaints pursuant to the applicable terms of contract. To ensure the level of expected performance, the District reserves the right to withhold payment of any monies owed Offeror who is not performing satisfactorily or failed to provide specific services in the time permitted. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of this contract may be deemed as a default of contract.

#### **14. Issue Resolution**

Any dispute concerning the interpretation of specific RFP requirements including acceptable quality level shall be resolved by the Department in consultation with the Purchasing Department. A written copy of decision shall be provided to Offeror. It is agreed and understood that the decision of the District shall be final and conclusive.

#### **15. Habitual Violator**

Should the District determine that the number of complaints at any service site or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Offeror to discuss the specific issues. Within five (05) business days of meeting, Offeror shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department. In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Offeror's record of performance continues to show, in the opinion of the District, that Offeror is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Offeror has remedied any individual complaint, Offeror shall be deemed a "habitual violator". In such case, Offeror shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

#### **16. Contract Modification**

SBAC reserves the right at any time to make changes in the scope of or specifications for the services. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by mutual agreement of the parties and the contract shall be modified in writing accordingly.



ATTACHMENT D  
PRICE PROPOSAL

**1. General**

The proposed rates shall include such items as overhead, profit, and such administrative items such as mailing services, courier services, printing and materials required in the preparation of presentations, and other expenses deemed typical in the conduct of business. The cost of all copies of reports and submittals that are required shall be included in the Consultant's hourly fee/rate for services, and shall not be deemed additional services. Vehicles, fuel, maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, all overhead and incidental costs, and all other direct and indirect costs necessary to perform services as described in this RFP.

Provide a representative hourly rate schedule and a detailed fee schedule listing hourly rates for each category of employee to be used on the project. See outline below.

The individual offeror's fee/rate schedule shall include a rate for all labor categories listed below.

For proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual offeror's fee/rate schedule even though the category titles may differ.

- Principal (Corporate Officer or Partner)
- Project Manager (Registration + 10 yrs. experience + 3 yrs. as Project Mgr.)
- Commissioning Agent (4 - 10 yrs. experience)
- Administrative (3 yrs. general office experience)

For evaluation purposes, a weighted average rate of all four (4) categories identified above shall be used. The weighted values for the categories provided above are: Principal - 5%; Project Manager – 20%; Commissioning Agent - 70%; Administrative - 5%.

The offeror with the lowest average rate will be awarded the maximum of three hundred fifty (350) points.

Final negotiations for a binding fee/rate schedule will begin with the top ranked offeror. If a contract acceptable to the District cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with the highest ranked offeror and negotiations conducted with the next ranked offeror, and so on. Purchasing Department staff will conduct all subsequent negotiations and will make a recommendation to the Board for the contract award.

#	Personnel/Service Classification	Weight Factor	Hourly Labor Rate
1.	Principal (Corporate Officer or Partner)	5%	\$ /per hr.
2.	Project Manager	20%	\$ /per hr.
3.	Commissioning Agent	70%	\$ /per hr.
4.	Administrative	5%	\$ /per hr.