


SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	INVITATION FOR BID Bidder Acknowledgement and Acceptance Form
BID TITLE: ATHLETIC & PHYSICAL EDUCATION EQUIPMENT, SUPPLIES AND UNIFORMS (CATALOG BID)	BID NO. 09-36
DELIVERY F.O.B. DESTINATION: All District Schools, Centers and Support Facilities	ISSUE DATE: November 25, 2008 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (352) 955-7486
BID DUE DATE AND TIME: December 12, 2008 at 3:00 p.m. 	BID OPENING: Purchasing Department

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

BIDDER NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER ADDRESS:

AREA CODE/PHONE #:

FAX #:

BIDDER EMAIL ADDRESS:

BIDDER WEB ADDRESS:

REQUIRED SUBMITTAL CHECKLIST

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Signed Signature Page | <input checked="" type="checkbox"/> Debarment Form | <input checked="" type="checkbox"/> Form of Proposal |
| <input type="checkbox"/> List of References | <input type="checkbox"/> Literature | <input type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Catalogs | <input checked="" type="checkbox"/> Evidence of Insurability | <input type="checkbox"/> Product Samples |
| <input checked="" type="checkbox"/> S/MBE Certification Form | <input checked="" type="checkbox"/> Jessica Lunsford Act Form | <input type="checkbox"/> Additional submittals are also required – see IFB |

PURCHASING CARDS: Not Applicable to this IFB Applicable to this IFB

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Unless exception to this condition is checked below, Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

Bidder does not accept the above condition.

NO BID THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:

- | | |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the IFB | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications | <input type="checkbox"/> 5. Remove our name from this bid list only |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____ |

FAX THIS "NO BID" FORM TO (352) 955-7486. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.

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

Bidder's Bid must be received in the Purchasing Department on or before the date and time specified above. If sent via US Mail, deliver Bid to: Attn: Purchasing Department, Kirby Smith Administration Building, 620 East University Avenue, Gainesville, FL 32601. If delivered by hand or via express delivery carrier (UPS, FedEx, DHL, etc.), deliver Bid to: Ed Manning Administrative Annex, Attn: Purchasing Department, 1817 E. University Avenue, Building #2, Gainesville, FL 32641. Bids received after such date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Bid is received.

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

Bid Package: Mark in lower left-hand corner of the envelope containing your Bid, "**IFB 09-36, ATHLETIC & PHYSICAL EDUCATION EQUIPMENT, SUPPLIES AND UNIFORMS,**" **TO BE OPENED AT 3:00 P.M., DECEMBER 12, 2008.** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

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

- ✍ BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- ✍ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- ✍ JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- ✍ SMALL/MINORITY BUSINESS ENTERPRISE FORM
- ✍ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ✍ ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
- ✍ ATTACHMENT C - FORM OF PROPOSAL
- ✍ APPENDIX A – QUOTATION FORM
- ✍

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

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

Instructions for Certification

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

Certification

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
IFB 09-36, ATHLETIC & PHYSICAL EDUCATION EQUIPMENT, SUPPLIES AND UNIFORMS	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

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

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

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

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

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

Certification

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

NAME OF BIDDER	BID # AND TITLE
IFB 09-36, ATHLETIC & PHYSICAL EDUCATION EQUIPMENT, SUPPLIES AND UNIFORMS	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Bidder represents that it is either a

Small Business Enterprise, as defined in FS 288.703(1),

or a

Minority Business Enterprise,

Please circle one or more as applicable

- | | |
|------------------|-------------------|
| African-American | Hispanic American |
| Asian American | Native American |
| American Women | |

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

- State of Florida, Department of Management Services, Office of Supplier Diversity
- City of Gainesville Florida Small Business Procurement Program
- Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

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

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

NAME OF BIDDER	BID # AND TITLE
IFB 09-36, ATHLETIC & PHYSICAL EDUCATION EQUIPMENT, SUPPLIES AND UNIFORMS	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. BID OPENING: Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.
5. AWARD: SBAC will award a Contract to the lowest responsive and responsible Bidder.
- SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.
6. WORK CONDITIONS/IFB EXAMINATION: Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.
7. SILENCE OF THE SPECIFICATIONS: The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.
8. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.
9. MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS: Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

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

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

10. **TIE BIDS:** When tie low Bids are received from an out-of-county Bidder and a local Bidder, the local Bidder shall be recommended for award. When two or more local Bidders present tie, low Bids on the same items, the company receiving the larger dollar award of the total Bid shall be recommended for the tie items. In the event two or more local Bidders present tie, low Bids, and the overall total dollar amount is equal as well, selection shall be made by lot, or any other method SBAC may select.

When tie low Bids are received from two or more out-of-county Bidders, the Bidder receiving the larger dollar award of the total Bid shall be recommended for the tie items. In the event two or more out-of-county Bidders present tie, low Bids, and the overall total dollar amount is equal as well, selection shall be made by lot, or any other method SBAC may select.

11. **FORM:** Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
12. **COMMUNICATION WITH SBAC EMPLOYEES:** Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.
13. **CONFLICT OF INTEREST:** Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
14. **LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.**

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.

VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

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

16. **INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA:** No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.

It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.

17. **LINE ITEM BID CORRECTIONS:** The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. **BIDDER'S ERRORS:** Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. **BID WITHDRAWAL, CORRECTION:** Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.

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

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

20. **ONE PRICE ONLY:** Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.

21. **ALTERNATE BID:** shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.
22. **BUDGETARY LIMITATIONS:** SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.
23. **QUANTITY ESTIMATES:** Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.
24. **SAMPLES:** If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC.
- Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.
- Unless otherwise specified, all samples must be submitted to the Purchasing Department.
25. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.
- At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.
- In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.
26. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
27. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Bidder(s), purchases may be made under this Bid by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
28. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.
- SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.
29. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.
30. **BIDDER REPRESENTATIONS AND QUALIFICATIONS:** Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that SBAC is relying on the representations and warranties made by the Bidder.
31. **DISPUTE:** With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the specifications, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.
- Bid tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department. Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.
- The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.
32. **BID TABULATIONS:** Bid tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department and will also be available for review in the Purchasing Department.
33. **NOTIFICATION OF AWARD:** Unsuccessful Bidders will not receive notification of award. Bid tabulations with recommendations will be posted on the bulletin board outside of the Purchasing Department.

34. DELIVERY: Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.

Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with SBAC.

35. TAX EXEMPTIONS: SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192. Tax exemption certificates.

36. SAFETY STANDARDS: At a minimum, Bidder warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.

Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be disbarred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.

37. MATERIAL SAFETY DATA SHEETS: Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

38. INSPECTIONS: All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.

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

40. BIDDER PERSONNEL: Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

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

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

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

41. DELIVERY NOTICE: Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.

42. INVOICES: Unless specified elsewhere, invoices shall be submitted in duplicate to SBAC at the following address: Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601. All invoices shall, at a minimum, include the following:

- ✓ IFB #;
- ✓ Purchase Order #;
- ✓ Description of goods and/or services, including quantities;
- ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days after receipt of an acceptable invoice.

43. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.

44. LICENSING/PERMITS: Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.

45. REGULATORY COMPLIANCE: Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.

46. TERMINATION FOR CONVENIENCE: SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contact or any services performed hereunder.

47. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.

Applicable Not Applicable
Pollution Liability Insurance \$1,000,000 Each Occurrence

48. **INDEPENDENT CONTRACTOR:** Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.

Applicable Not Applicable
Umbrella/Excess Liability Insurance \$1,000,000 Each Occurrence

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of a Contract. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: "*Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC.*" **Bidder is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.**

49. **SUBCONTRACTS:** The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.

Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

50. **ASSIGNMENT:** Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.

54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

51. **ANTI-DISCRIMINATION:** Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

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

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

53. **INSURANCE REQUIREMENTS**

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

Applicable Not Applicable

- Workers Compensation – Coverage A*
- Statutory**
- Comprehensive General Liability*
- \$1,000,000 Each Occurrence**
- \$1,000,000 Per Project Aggregate**
- \$1,000,000 Products and Completed Operations**
- Aggregate**
- Premises operations**
- Blanket Contractual Liability**
- Personal Injury Liability**
- Expanded Definition of Property Damage**
- Comprehensive Automobile Liability*
- (Combined Single Limit)*
- \$1,000,000 Each Occurrence**

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

Applicable Not Applicable

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

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

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

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

The Cone of Silence prohibits any communication regarding this IFB between:

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

Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits,

which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

58. LEASE OR MAINTENANCE AGREEMENT TERMINATION: Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

59. LIFE CYCLE COSTING: If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 09-36
ATHLETIC & PHYSICAL EDUCATION EQUIPMENT,
SUPPLIES AND UNIFORMS (CATALOG BID)

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

1. Scope: The purpose of this IFB is to solicit multiple sources of supply and establish a term contract, at firm educational discount prices, for the purchase and delivery, on an “as needed” basis, of athletic and physical education equipment, supplies, and uniforms to various schools and centers located throughout the District. It is the intent of this contract to document the terms of purchase for each Bidder, and to secure the most favorable discount rates and freight terms available that are commensurate with the District’s potential purchasing volume. For statistical information purposes, SBAC currently serves a population of approximately 27,000 students, located in forty-four (44) schools and centers within the District.

Bidder shall provide all product and services that are necessary for the proper execution and performance of the contract. All activities relating to the execution of this contract shall be initiated and coordinated by designated personnel at each school, center and department ordering product.

2. Tentative Schedule:

November 25, 2008..... Invitation for Bid Issued
December 12, 2008..... Bid Due Date
January 6, 2009..... Recommendation to School Board
January 20, 2009..... Planned Award Date
January 20, 2009..... Commencement of Services

3. Award: In order to meet the needs of the schools and centers and in the best interest of the SBAC, award shall be made, at the discretion of the Purchasing Department, to each responsive and responsible Bidder who:

- A. Responds to this IFB and provides all required information;
- B. Offers products that meet the requirements of the District;
- C. Utilizes and distributes a published catalog, descriptive price list, electronic catalog (i.e.- 3.5” diskette, compact disc) and/or operates and maintains an on-line catalog website as a means of marketing goods and services. The proposal of one (01) or more third party manufacturer published catalogs may be acceptable subject to meeting all criteria as established herein;
- D. Offers a competitive fixed discount off published list prices;
- E. Accepts official District purchase orders and/or Purchasing Card;
- F. Accepts and complies with the terms and conditions of this IFB.

In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of the Bidder, catalog offering, noted exceptions or deviations from bid specifications, and capacity to perform all requirements of the contract. Should two (02) or more Bidders offer discounts from the exact same catalog, the Bidder offering the discount that results in the lowest net delivered cost shall be considered for award. In addition, other criteria may be considered in evaluating catalog websites such as pricing stability and the method by which pricing is verified.

4. Bid Summary Sheet: Upon award of contract, a summary listing each awarded Bidder and discount information shall be promulgated to all District schools and centers for consideration in making product acquisition decisions. As need arises, each school and center shall be urged to refer to the summary and referenced discounts in fulfilling their requirements at the lowest net delivered cost. Awarded Bidders shall be in a favorable position to compete for the District's business with preference given to those offering the best product quality selection and price savings. SBAC reserves the right to make sole and final determination to reject or accept any bid or part thereof that in its judgment will be in the best interest of the District.

5. Contract Term: The contract term shall be approximately two (02) years, beginning January 20, 2009 and ending December 31, 2010. The contract may thereafter be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least thirty (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon the School Board.

6. Purchasing Volume: Because the acquisition of the type products represented in this contract is predicated on the needs and budgetary limits of each individual school and center, an annual projection of expenditures cannot accurately be given. The District makes no guarantee, implied or otherwise, as to the value or volume of products that may be purchased under this contract in its total or from any awarded Bidder. Furthermore, award of contract does not constitute an assurance or obligation on the part of the District that any product orders will be placed with any Bidder participating in this bid. Each school and center shall have the discretion to select which catalog to order from.

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

- A. *Established Business* – Bidder shall be an established firm with demonstrated ability, whose sole or primary business includes the retail and/or wholesale marketing of athletic/physical education equipment, supplies, and uniforms;
- B. *Product Line* – If not a manufacturer, Bidder shall be an authorized retail dealer or wholesale distributor for each manufacturer product line proposed for the duration of the contract. By signing this Bid, prospective Bidder is certifying that they are in “good standing” with each manufacturer proposed and are approved to represent their products to the District;
- C. *Service* – Bidder shall have adequate organization, facilities and personnel to ensure competent, prompt and efficient service to the District. The criteria used in determining the service level of Bidder shall include, but not be limited to: customer service responsiveness and communication; order fill rate; delivery promptness; packing slip/invoice accuracy; and, accomplishment of order delivery;
- D. *Financial Capacity* – Bidder shall have the financial capacity to establish and maintain credit lines as required by each manufacturer proposed and have financing adequate to purchase items in the most economical quantities.

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

8. Non-Exclusivity: It is the intent of the District that this contract be considered a non-exclusive agreement between the parties. SBAC reserves the right to bid separately any products available in this contract, purchase off of State of Florida Contract or other school board or public agency contracts, or make random open market purchases, in lieu of any offer received or award made as a result of this Bid, if those purchases are to the economic advantage of the District. In brief, SBAC reserves the right to acquire any product represented in this contract from any source or via any other procurement method deemed by SBAC to be in its best interest, without penalty or prejudice to SBAC.

9. Exempt Purchases: The Purchasing Department shall be responsible for making final determination as to defining which items or categories of items are included or excluded within the scope of this contract.

10. Catalog(s): Bidders are requested to submit with bid response, one (01) copy of each published catalog, descriptive price list, or electronic catalog (i.e.- 3.5" diskette, compact disc) proposed for inclusion in this contract. Product information contained therein must be descriptive in detail and include product list price, order number, and appropriate shipping method. If pricing is not printed in catalog, a price list must be attached. All submitted catalogs shall be the latest edition or most current published and must be dated and/or numbered for identification purposes. Sales flyers, promotion price sheets of limited offering and time, or catalogs devoid of listed prices shall not be considered acceptable form. Catalogs submitted for products other than as represented in this contract shall not be considered for award.

During the term of the contract, it shall be the responsibility of the Bidder to promptly provide, at no cost to the District, current published or electronic catalogs directly to any school, center or department upon request.

Failure to submit catalog(s) in the time and manner as specified may cause bid to be declared non-responsive. However, it is understood that the proposal of multiple third party manufacturer's catalogs may be voluminous and may not be able to be reasonably provided with bid submittal. In such case, Bidder shall submit a photocopy of manufacturer's catalog cover and one (01) or more representative pages of catalog for evaluation purposes. Upon award, Bidder shall be required to provide a copy of applicable manufacturer catalog page(s) to the ordering school at time of quotation for price verification purposes.

11. Revised Catalog(s): It shall be the responsibility of Bidder during the term of the contract to provide the Purchasing Department any revised or updated catalogs prior to effective date of requested change. Revised catalogs shall be sent to: *School Board of Alachua County, Attn: Purchasing Department, 620 East University Ave., Gainesville, FL 32601.* New prices shall become effective at the time of receipt of updated catalogs by the Purchasing Department and shall not apply to orders that have been submitted prior to effective date of change. Bidder shall not quote prices to any school or center from any catalog that has been superseded.

12. Catalog Website: Should Bidder's method of product sales marketing be a website on-line catalog, Bidder shall indicate website address on Form of Proposal. To be approved, it shall be required that website has catalog pricing available so that discounts can be verified and applied properly.

13. Discount: Bids shall be submitted in the form of a single fixed firm percentage (%) discount deducted (-) from current, unaltered, published list prices, that are in general circulation, and in effect at the time of product ordering. It is anticipated that those Bidders with the lowest net delivered prices for those products meeting the District's requirements should receive the largest volume of orders. It is understood that published list prices may be updated and changed on a periodic basis. Such changes shall not be selective to SBAC, but must apply to Bidder's entire customer base.

In the determination of the percentage (%) discount that shall be offered to the District, the following terms and conditions shall prevail. Bidder may make exceptions to the following terms and conditions, as allowed, if clearly delineated in the allotted spaces on Attachment C, Form of Proposal, or by supplement. Failure to so indicate any exceptions shall be construed to mean acceptance of terms and conditions as specified.

- A. Single/Multiple Discount: For each published catalog proposed, discount percentage (%) offered shall apply to the entire product line and shall be offered on the basis of order quantities of one (01) or more, unless exceptions are noted. If it is not standard practice in the normal course of business to offer a single discount percentage, multiple discounts may be offered in lieu of a single discount based on defined product categories. Bidders may offer additional “education discounts” at any time and may invoice at discounts greater than that bid.
- B. Competitive Discount: Bidders are requested to offer the District the maximum discount prices available, commensurate with the scope of this contract, and offered to other educational institutions of equal or greater size. Discount offers of zero percent (0%) or net shall not be accepted unless from an already discounted catalog or website. SBAC reserves the right to reject any and all bids that, in its opinion, do not offer a competitive discount that affords a price advantage to the District. In making such determination to reject bid, consideration shall be given to catalog price structure, product offering, discount equity with other school districts, as well as discounts offered by competition.
- C. Minimum Orders: Minimum order requirements shall be allowed if noted on Form of Proposal. It should be understood that large minimum order requirements may impede Bidders from competing for the District’s business. Minimum order dollar amount shall remain firm through term of contract.
- D. Freight Terms: Unless as otherwise indicated by Bidder, all orders shall be shipped F.O.B. Destination (multiple locations), inside delivery, freight prepaid and included, with title to goods transferring to the District at time of receipt and acceptance. All delivery, freight, unloading or shipping and handling No common carrier charges shall be honored by SBAC. Any shipping charges billed to the District shall be customary and reasonable, in conformance with industry standards and must be confirmed at time of price quotation.
- E. Other Exceptions: Any charges not specifically listed on Form of Proposal (i.e.- freight) should be delineated under “Other Exceptions”.
- F. Quantity Discount: Bidder is encouraged to offer additional quantity discounts for one time delivery of large single orders of single items or any assortment of items.
- G. Advantage Discounts: In the event “special” price promotions or discounts are available to the general trade or other school districts which exceed the discount proposed in this contract, Bidder shall offer and pass all such savings on to the District. It is understood that these special price promotions or discounts may be of limited duration and that at the end of the special sales program, the standard contract discount shall prevail.

All noted exceptions or deviations from bid specifications shall be considered by the Purchasing Department during the bid evaluation process and may be a factor in award. SBAC reserves the right to make sole and final determination to accept, reject or negotiate any or all changes in the terms and conditions of IFB as proposed by Bidder if deemed to be in the best interest of the District.

14. Discount Adjustment: It is the intent of the District that the discount offered remain firm during the term of contract. At the beginning of each renewal period, the District may, in its sole discretion, allow an equitable adjustment in the discount offered and/or contract terms and conditions if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- A. The volatility is due to causes wholly beyond Bidder’s control;

- B. The volatility affects the marketplace or industry, not just the particular Bidder's source of supply;
- C. The effect on pricing or availability of supply is substantial;
- D. The volatility so affect the Bidder that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the Purchasing Department. It is understood that Bidder's offer to renew contract may be contingent on the District's acceptance of adjustment.

15. Price: Unit prices, as reflected on invoices, shall be determined by applying the proposed percentage discount to the published list price for each ordered product to obtain the *net delivered price*. Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all handling, order processing, delivery, profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable to this contract, and shall not be honored by the District unless specifically permitted and listed by Bidder on Attachment C, Form of Proposal. It is understood that pricing for lettering, numbers, screen-printing, and embroidery associated with the purchase of uniforms shall be on a quote basis.

16. Price Quote: All schools and centers shall be encouraged to solicit a minimum of two (02) written price quotations for all single purchases anticipated to exceed \$600.00 using "Price Quotation Form" (Appendix A). In addition, all single purchases anticipated to exceed \$6250.00 shall require solicitation of a minimum three (03) written price quotes. It is the intent of this contract that no single order shall exceed \$12,500. Bidder's standard quotation form shall be acceptable based on providing the following information: product description and list price, bid discount, shipping charges (if applicable), and net delivered price.

17. General Service Requirements:

- a. **Bidder Availability:** Bidder shall provide the name, telephone/cell-phone/fax number, and email address of the designated representative to contact regarding product ordering, order expediting, quality control, billing, and other service related issues. The representative shall be knowledgeable and familiar with this contract and shall be the liaison between the Bidder and SBAC on all matters pertaining thereof. Designated representative shall respond to all requests for assistance within twenty-four (24) hours of initial contact.
- b. **Communications:** Bidder shall maintain a staffed toll-free telephone and facsimile terminal by which the District may directly and immediately communicate requirements and other messages with sufficient, trained, and responsible personnel during normal business hours (Monday – Friday). Email may also be an acceptable form of communication.
- c. **Product Ordering:** All product orders shall be place by designated personnel at each school, center, or department on an "as needed" basis via Purchasing Card, official hard-copy District purchase order or hard-copy internal purchase order issued by each school or center. Verbal or blanket purchase orders are prohibited and shall not be honored by Bidder.
- d. **Substitutions:** No products shall be delivered other than those specifically ordered without prior approval of authorized personnel at the ordering school or center. Any substituted product that has been received without approval shall be returned to Bidder at no expense to the District.

- e. **Delivery:** All product orders shall normally be filled complete (at 100%), and include inside delivery to the District school, center or department as indicated on purchase order. Orders delivered to any location other than as indicated on purchase order may be refused. It is understood that product delivery shall not normally be made to any central location. Schools do not have delivery docks; therefore, heavy equipment deliveries may require a truck with a lift and sufficient manpower to bring the equipment into the building. Shipment for heavy equipment and/or bulky items may be refused, at no cost to the District, should carrier not have sufficient manpower to unload truck.
- f. **Delivery Time Requirements:** Bidder is requested to indicate delivery time on Form of Proposal. If Bidder fails to specify delivery time, the District shall expect delivery a maximum thirty (30) calendar days after receipt of order (ARO). Delivery shall be made during regular business days and hours of operation, Monday through Friday, excluding holidays. A complete listing of current school and center hours and holiday schedules can be found on www.sbac.edu.
- g. **Backorders:** Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Bidder to notify the ordering school or center of any backorders and advise them of expected delivery date. When partial orders are delivered, products backordered shall be clearly indicated on the packing slip. Upon notification, the school/center reserves the right to approve or cancel the order, depending on the urgency of need.
- h. **Dead-On Arrival:** Any product received in an inoperable condition or which ceases to operate within five (05) business days of receipt shall be considered dead-on-arrival (DOA) and shall be replaced with a new product identical to that ordered within five (05) business days of notification. The SBAC shall not be responsible for the cost of shipping charges for returned DOA product.
- i. **Returned Product:** Any product purchased by the District under this contract may be returned, for any reason, for full credit within thirty (30) business days of delivery. Bidder shall indicate on Form of Proposal any re-stocking fee that would be applicable for such return of product. Restocking fee shall not exceed twenty percent (20%) of the original cost of item. Product shall be returned in new, unused, and saleable condition, and in the original factory sealed packaging. It is also understood that shipping charges for returned product shall be at the expense of SBAC.
- j. **Packaging:** Product shall always be packaged according to good commercial practice to protect from damage during transit, and shall be clearly marked on the outside of package with the SBAC purchase order number.
- k. **Invoicing:** Reference Attachment A, “42. Invoices”. In addition... If not provided at time of delivery, invoices shall be submitted in a timely manner to: *School Board of Alachua County, Attn: Accounts Payable, 620 East University Ave., Gainesville, FL 32601*. All invoices corresponding to internal Purchase Orders issued by schools or centers shall be sent directly to ordering site. Invoices shall include, but not limited to, the following information: Purchase Order number; product order number; product description; product list price; appropriate discount; net price; shipping charge (if applicable); and, total amount. Failure to provide information as indicated may cause delay of payment.
- l. **Warranty:** (Reference Attachment B, “25. Condition of Products/Services”. In addition... All products shall be free of defects under normal use and service for a period of one (01) year from date of acceptance or the manufacture’s standard warranty period, the greater of. The manufacturer’s standard warranty shall apply from the date of receipt of shipment. Bidder shall repair or replace any defective product, without cost to the District, within five (05) business days of receiving notification from the District. Bidder shall resolve all matters regarding material facts and issues with the manufacturer, without the involvement of the SBAC. The Bidder shall have direct responsibility for the remedy of all manufacturer warranty issues. If the Bidder is the material manufacturer and supplier, the Bidder shall satisfy the needs of the SBAC immediately, without dispute.

18. Required Submittals: In order to be considered for contract award, each prospective bidder shall provide the following information with their bid response. Failure to provide information may cause bid to be non-responsive.

Complete, sign (as applicable) and return all forms, including:

- Invitation for Bid cover page
- Attachment C, Form of Proposal
- Debarment Certification
- Jessica Lunsford Act – Bidder affirmation Form
- Small/Minority Business Enterprise Certification Form
- Questionnaire

In addition, provide of following information with bid response:

- One (01) copy of each catalog/price list proposed for inclusion in this contract;
- Proof of insurability in the amounts indicated in Attachment A. If available, a properly completed ACORD “Certificate of Liability Insurance” form is preferable.
- Other information deemed important by prospective Bidder.

ATTACHMENT C
FORM OF PROPOSAL
IFB 09-36
ATHLETIC & PHYSICAL EDUCATION EQUIPMENT,
SUPPLIES AND UNIFORMS (CATALOG BID)
(Bids due December 12, 2008 at 3:00 p.m.)

BIDDER INSTRUCTIONS: Bidder shall provide all information as requested below which shall serve as a basis for order processing and product pricing. Failure to indicate any exceptions shall be construed to mean acceptance of terms and conditions as specified. Standard forms used by Bidder to provide basic discount, exceptions, and shipping information are acceptable if submitted as attachment with bid response. However, the inclusion of any additional terms and conditions does not constitute automatic acceptance and are subject to the approval of the District.

Company Name: _____

Bidder Bid Reference # _____

Bidder is a: Manufacturer Wholesale Distributor Retail Distributor

Product descriptions/list prices shall be provided to the District in the following form(s):

(Check as applicable)

- | | |
|--|---|
| <input type="checkbox"/> Published Catalog(s) | Submitted with bid response: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Descriptive Price List | Submitted with bid response: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Electronic Catalog Format | Submitted with bid response: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> On-line Catalog Website | |

Internet Access

Is catalog/price list available on the Internet? Yes No Website: _____

Is discount(s) offered applicable to catalog/price list on website: Yes No

Exceptions: _____

Can product orders be placed online? Yes No

Please include as an attachment any additional information to explain your firm's on-line product ordering process and requirements.

Purchasing Card

Does your firm currently accept a purchasing card as form of product payment? Yes No

Exceptions: _____

Quantity Discount

Does your firm currently offer quantity discounts? Yes No

If yes, quantity discounts shall be offered on a: Quote basis at time of order or Available as follows:

Delivery

Delivery of orders shall normally be _____ business days from receipt of order (ROA)

Exceptions: _____

Purchase Orders

Purchase orders shall be sent to:

Company: _____

Contact Name: _____ Title: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

Designated Account Representative

Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

Requests for price quotations shall be sent to: Designated Representative Other: _____

Product Offering

As a guide to schools and centers, Bidder shall indicate primary categories of products to be offered under this contract:

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

(DUPLICATE AS NEEDED FOR EACH PROPOSED CATALOG)

Company Name: _____

Bidder Bid Reference # _____

Catalog Title: _____

Catalog Volume #: _____ Effective Dates: _____

Discount

Bidder shall input a discount percentage (%) amount, out to the tenths digit (i.e.- 7.8%, etc.) for one or more defined categories of products, as represented in submitted catalog.

	Product Category	Minimum Order (to receive discount)	Discount w/ P.O.	Discount w/ P-Card
1.		\$	%	%
2.		\$	%	%
3.		\$	%	%
4.		\$	%	%

Discount Exceptions: _____

General Freight Terms

(check ✓ all that apply and specify where applicable)

- Free, Prepaid & Included
- Prepaid & added to invoice
- \$ _____ minimum
- Bill % of total order
- Within _____ miles
- Add _____% to each order
- Bill actual amount

Exceptions to General Freight Terms: _____

Other Exceptions: _____

Acknowledgement of receipt of addenda (if applicable):

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

APPENDIX A
 QUOTATION FORM
 SCHOOL BOARD OF ALACHUA COUNTY
 IFB 09-36
 ATHLETIC & PHYSICAL EDUCATION EQUIPMENT,
 SUPPLIES AND UNIFORMS (CATALOG BID)

Vendor: _____ Attn: _____ Fax: _____

SBAC: _____ Attn: _____ Ph: _____

Quote due: _____ to be returned via Fax, at: _____ or

Email, at: _____

#	Product Catalog #	Product Description	Qty	Unit Price	% Disc.	Discount Unit Price	Extend Amount
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Product order shall be shipped within _____ calendar days of receipt of order.

Authorized Signature: _____ Date: _____

Shipping

Total

