


<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b> SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	<b>INVITATION FOR BID</b> <b>Bidder Acknowledgement and Acceptance Form</b>
<b>BID TITLE:</b> TEMPORARY LABOR SERVICES (GENERAL LABOR) – ANNUAL CONTRACT	<b>BID NO.</b> 10-13
<b>DELIVERY F.O.B. DESTINATION:</b> All Designated District Schools, Centers and Support Facilities	<b>ISSUE DATE:</b> October 29, 2009 <b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (352) 955-7486
<b>BID DUE DATE AND TIME:</b> <u>November 13, at 3:00 p.m.</u> 	<b>BID OPENING:</b> 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**

<u> X </u> Signed Signature Page	<u> X </u> Debarment Form	<u> X </u> Form of Proposal
<u> X </u> List of References	<u>    </u> Literature	<u>    </u> Specifications
<u>    </u> Catalogs	<u> X </u> Evidence of Insurability	<u>    </u> Product Samples
<u> X </u> S/MBE Certification Form	<u> X </u> Jessica Lunsford Act Form	<u> X </u> Additional submittals 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](http://WWW.SBAC.EDU). THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

**Bidder's 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 10-13, TEMPORARY LABOR SERVICES (GENERAL LABOR)" TO BE OPENED AT 3:00 P.M., NOVEMBER 13, 2009.** 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 – WORK TIME SHEET

**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 10-13, TEMPORARY LABOR SERVICES (GENERAL LABOR)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

**JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM**

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

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

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

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

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

**Certification**

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

NAME OF BIDDER	BID # AND TITLE IFB 10-13, TEMPORARY LABOR SERVICES (GENERAL LABOR)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

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

Small Business Enterprise, as defined in FS 288.703(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 10-13, TEMPORARY LABOR SERVICES (GENERAL LABOR)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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

# 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.
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.

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

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.

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 sub-contractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.

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

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

51. **ANTI-DISCRIMINATION:** 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.

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**

Applicable  Not Applicable   
**Professional Liability Insurance \$1,000,000 Each Occurrence**

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

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

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) 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.**

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.

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.

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.

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

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

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

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

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

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

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

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and

- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

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

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

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

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

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

ATTACHMENT B  
GENERAL/TECHNICAL SPECIFICATIONS  
IFB 10-13  
TEMPORARY LABOR SERVICES  
(GENERAL LABOR) – ANNUAL CONTRACT

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

**1. Scope of Service:** The purpose of this IFB is to select a service provider (hereinafter “Bidder”), secure firm prices and establish a contract for the provision of temporary labor services. 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. The District also maintains eight (08) other ancillary facilities in support thereof.

The scope of this Agreement shall require that Bidder maintain a pool of qualified and screened personnel (hereinafter “personnel” or “Laborer”) who shall be temporarily assigned to the SBAC Facilities Department, on an “as needed” basis, to perform a wide variety of general labor tasks. To a lesser degree, temporary labor services may also be occasionally requested by other departments should a need arise. It is anticipated that the number of personnel and time of service required shall vary by project, subject to the requirements of each participating department.

It shall be the responsibility of Bidder to provide all qualified personnel, transportation and services that are necessary for the execution and performance of contract. Orders for service shall require service response at any facility location within the District. All services shall be performed in a manner that is safe, efficient and environmentally acceptable.

**2. Tentative Schedule:**

October 29, 2009.....	Invitation for Bid Issued
November 13, 2009 .....	Bid Due Date
November 17, 2009.....	Recommendation to School Board
December 15, 2009.....	Planned Award Date
January 01, 2010.....	Commencement of Services

**3. Award:** The District anticipates making award of a contract on the basis of a *Primary* (low Bid) and a *Secondary* (next lowest Bid) service provider. The *Primary* service provider shall be contacted first whenever services are required pursuant to this IFB. If the *Primary* service provider is not able to respond and/or provide personnel within the necessary timeframe, the *Secondary* service provider shall be utilized. Should the *Secondary* service provider be unable to respond and/or provide personnel within the necessary timeframe, the District reserves the right to acquire the services specified herein from any other source or via any other procurement method deemed by the SBAC to be in its best interest.

In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein.

**4. Contract Term/Renewal Option:** The contract term shall be approximately one (01) year, beginning January 1, 2010 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 by the School Board.

**5. Contract Value:** Because of the difficulty in determining the extent that this contract will be utilized during its term, annual projection of these requirements cannot be accurately given. However, the total expenditure in the District for these services for the fiscal year ending June 30, 2009 is estimated to have exceeded \$41,000.00. This estimate is intended as a guide in submitting your Bid. Even though this estimate is based on actual historical usage, it does not constitute a guarantee of purchase, and actual expenditures may be more or less than indicated. No volume of services is guaranteed nor implied by SBAC under this contract.

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

- A. Bidder shall be an established employment staffing firm, whose sole or primary business is the provision of temporary labor services to commercial (business/institutional) accounts as is typical in the District;
- B. Bidder shall have been continuously doing business as the same legal entity within the State of Florida for a minimum three (03) years in accomplishment of the type of services reference herein. Demonstration of past successful experience with commercial (business/institutional) accounts within the State of Florida, similar in size and scope of this contract, shall be required;
- C. Bidder shall currently be located and maintain a fully operational staffing/dispatch facility within the limits of Alachua County to ensure compliance with the service time requirements of contract as specified herein;
- D. Bidder shall have, at time of Bid due date, adequate organization, facilities, qualified personnel pool, and transportation to ensure prompt and efficient service on a District wide basis in support of this contract. Specific qualification criteria as appropriate to personnel and equipment is further delineated herein;
- E. Bidder shall be in sound financial condition and shall have the financing necessary to adequately maintain the organization, facilities, personnel and equipment required in the performance of this contract.

The District reserves the right to inspect the apparent low Bidder's equipment and organization prior to award of Bid and to make sole and final determination as to the apparent low Bidder's compliance and capability in meeting the requirements of the IFB, as stated herein. Furthermore, in lieu of physical inspection, the SBAC reserves the right to request any supporting documentation that it deems appropriate in the evaluation and approval process. In the event the low apparent Bidder does not comply with the IFB qualification requirements, prior to the scheduled award date, the District may reject the Bid and evaluate the next lowest apparent Bidder.

**7. Non-Exclusivity:** SBAC reserves the right to perform, or cause to be performed, any part of the work and services described herein with District employees. In addition, SBAC reserves the right to acquire the services herein described from any other source or via any other procurement method deemed by SBAC to be in its best interest, without penalty or prejudice to SBAC in the event: (A) Bidder is not able to provide temporary personnel in the time and manner as specified, or; (B) in cases of emergency; or; (C) in fulfillment of Board Policy.

**8. Omissions from the Specifications:** Reference Attachment A, “7. Silence of the Specifications”: In addition... The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall not negate or infringe on the prime objective of this contract, which is to have qualified and screened temporary personnel available to the District in a timely manner.

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

**10. Warranty of Ability to Perform:** Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Bidder’s ability to satisfy its contract obligations. It shall be the responsibility of Bidder to notify the Purchasing Department if its ability to perform is compromised in any manner during term of Agreement.

**11. Regulatory Compliance:** Reference Attachment A, “45. Regulatory Compliance”: In addition... All temporary personnel and services provided to the District in the performance of contract shall be in compliance all applicable Federal, State, and local laws, ordinances and regulations. Specifically, Bidder shall be responsible for verifying that all personnel are eligible for work in conformance with the Immigration Reform and Control Act of 1986. It is understood that, if any provisions of Federal, State or local laws, ordinances and regulations are in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In addition, should there be a conflict between applicable regulations, the most stringent shall apply.

**12. Contract Management:** All day-to-day operational aspects of contract services shall be scheduled and coordinated by designated District personnel under the authority and direction of the SBAC Facilities Department or other department utilizing services. It is understood that all assigned personnel shall be under the direct supervision of District personnel while on location at any site.

**13. Bidder Responsibilities:** As part of general services offered, Bidder, being an independent contractor, shall be responsible for execution of all duties as common in the industry for temporary personnel service agencies including, but not limited to: personnel recruitment; screening; drug testing; hiring; evaluation; and, any necessary disciplinary actions involving temporary personnel.

With respect to contract services provided, Bidder shall specifically be responsible for:

- a. Maintaining a pool of qualified and screened personnel who can be dispatched within the specified time limits;
- b. Maintaining all employment and payroll records, processing payroll, and remitting payroll taxes to the appropriate authority;
- c. Distributing paychecks to temporary personnel with all deductions as required of employers by Federal, State, and local laws, including social security and withholding taxes;
- d. Making all contributions for unemployment compensation funds as required by Federal and State laws;

- e. Maintaining and providing a time sheet upon completion of work or end of payroll period using Work Time Sheet (Appendix A) or other form as approved by the Purchasing Department;
- f. Establishing and implementing hiring procedures that ensure the assignment of only qualified and properly screened personnel;
- g. Screening and periodic checks of personnel to ensure compliance with SBAC policy;
- h. Cooperating and participating in the investigation of any incidents on District property involving the performance of personnel;
- i. Making certain that assigned personnel report to appropriate District site ready to commence work at specified date and time.

**14. Personnel:** Reference Attachment A, “40. Bidder Personnel”: In addition... Bidder shall recruit and maintain an adequate number of qualified, screened and physically able personnel capable of performing the scope of work as specified herein. For purposes of this contract, the minimum number of qualified and screened Laborers available to the District at any time shall be four (**04**). The District recognizes the potential negative consequences of having substandard work performed and considers the assignment of experienced and dependable personnel a critical element of this contract. It is therefore the intent of the District to establish personnel qualifications herein that would ensure that work is performed safely, correctly, and efficiently, in conformance to District and industry standards and any and all regulatory requirements.

The following minimum qualifications shall apply to any and all assigned Laborers provided under the pending contract and shall form the basis for development of an individual *Hourly Labor Rate* as proposed on Form of Proposal.

**14.1 General Laborer** shall be a minimum twenty (20) years of age or older and have a minimum of two (02) years practical verifiable experience performing manual labor in a construction or commercial warehouse type environment as common to the operations of an educational facility. A high school diploma or equivalent is desired, but not mandatory. Work shall be performed both indoors and outside under varied and sometimes extreme climatic conditions.

It is essential that each assigned Laborer has the physical ability to bend, stoop, twist and stand for extended periods of time while performing medium to heavy work, exerting up to one-hundred (100) pounds of force occasionally and lighter weights recurrently while lifting and moving objects. As a general rule, Laborers shall not be required to perform duties at elevated heights (i.e., roofs, scaffolds, etc.) or work with power tools.

As part of general qualifications, each assigned Laborer shall have:

- Capability to work independently with minimal direction;
- Ability to understand and follow instructions relative to the work as communicated;
- Ability to maintain poise and self-control under stress;
- Ability to carry-out all work assignments diligently within time limits as reasonable expected, without interruption and unnecessary delay, and need for continuous monitoring;
- Knowledge of the potential hazards that may exist in the work environment.

Additionally, each Laborer assigned construction type work shall have general knowledge of the practices, methods, materials and skills of the trade including the use and care of the most common mechanical tools (i.e., hammer, crowbar, shovel, etc.). It is recognized certain work projects may occasionally require the utilization of personnel who have special qualifications or skills. In such case, the District reserves the right to require Bidder to only assign Laborers meeting those qualifications or skills as identified.

**14.2 Description of Duties:** Typical duties required of a Laborer shall include, but not limited to:

- Prepping construction sites (i.e., shoveling, raking, digging, etc);
- Performing general concrete work such as wheel barrel transfer and leveling;
- Moving construction debris;
- Cleaning lumber;
- Loading/unloading vehicles and trailers of tools, materials and debris;
- Performing general landscaping and grounds keeping work such as clearing of trees and brush;
- Assisting in construction related work;
- Assisting in the transfer and storage of surplus property and large equipment;
- Performing general warehouse work;
- Assisting in custodial type work;
- Performing other assigned general labor duties as logical to position.

The omission of specific descriptions of scope of work shall not relieve Bidder the responsibility of assigning duties thereof if such duties are a logical assignment to the position as common within the industry. Bidder shall be required to immediately provide evidence of qualifications of any assigned personnel. The assignment of any Laborers not meeting minimum qualifications shall be grounds for contract termination.

**14.3 Certification:** By submission of Bid, Bidder certifies that all assigned Laborers meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations.

**15. Personnel Fingerprinting and Background Screening:** Reference page 4, Jessica Lunsford Act – Bidder Affirmation Form: The District is required to conduct Level 2 background screening of persons who have contracted or sub-contracted to provide services to the School Board. Background screening consists of submitting fingerprints to the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI). All assigned temporary personnel must be electronically fingerprinted and cleared by the SBAC Department of Personnel Services prior to reporting at any worksite. Upon clearance, temporary personnel shall be issued a photo identification card which shall be carried while on District property and presented upon request by District personnel. The cost of fingerprinting (currently \$81.25) shall be the sole responsibility of awarded Bidder and included as an element of overhead burden in the *Hourly Labor Rate* bid.

Detailed information regarding fingerprinting and background procedures and fees can be found at: <http://www2.sbac.edu/~wpop/BulletinBoard/fingerprinting.html> or by calling (352) 955-7654, ext. 224.

Bidder shall not assign any temporary personnel in the performance of this contract who possess a criminal record that would violate SBAC standards for employment as set forth by Florida Statute 1012.465. Temporary personnel who have not been properly cleared by SBAC shall not be allowed access on District property. Failure to Bidder to comply with the background screening requirements of the District shall be cause for termination of contract.

**16. Drug and Alcohol Screening:** SBAC has established and maintains a Drug-Free Workplace Policy. SBAC reserves the right to require Bidder to perform drug and alcohol screening on any assigned Laborers for any reason deemed justifiable by the District including, but not limited to, reasonable suspicion and post-accident testing. Should the screening of any Laborers be requested, an affidavit of clearance must be received by the District prior to returning to duty at any worksite.

All drug and alcohol screening methods and procedures utilized by Bidder shall be subject to the approval of the District. The cost of screening shall be the sole responsibility of awarded Bidder and included as an element of overhead burden in the *Hourly Labor Rate* bid.

**17. Personnel Conduct:** Reference Attachment A, “40. Bidder Personnel”: In addition... It shall be the responsibility of Bidder to inform all Laborers of the rules and regulations of the District as specified herein, including the prohibition of smoking. Laborers are expected to maintain a high standard of civility, deportment, appearance, sobriety, and act in a professional manner at all times. Laborers shall not at any time fraternize with students, teachers, or other District staff not directly involved with the contract services. Interaction between temporary personnel and any student population shall be prohibited. When in contact with school staff personnel, Laborers shall be courteous, helpful, and reflect appropriate courtesies and forms of address. Violation of this provision may result in removal of the individual(s) involved from the District site, and further, the Bidder may be prohibited from employing the individual in any future work with the SBAC performed under this contract.

**18. General Service Guidelines:**

- a. **General Supervision:** Bidder shall work jointly and cooperatively to resolve project quality and scheduling problems with the appropriate District authorities. The cost of general supervision shall be an element of the Bidder’s overhead burden in the proposed hourly rates.
- b. **Bidder’s Representative:** Bidder shall provide, on Form of Proposal, the name, telephone and/or cell-phone number of the designated Account Representative to contact regarding service scheduling and other service related issues. Account Representative shall be knowledgeable and familiar with Agreement and shall be the liaison between the Bidder and the District on all matters pertaining thereof. It shall be the responsibility of Account Representative to respond to all calls from the District requesting assistance within thirty (30) minutes of initial contact.
- c. **Communications:** Bidder shall maintain a staffed toll-free telephone and a facsimile terminal by which the District may directly and immediately communicate personnel requirements and other messages with a trained and responsible dispatch representative during normal business hours (Monday – Friday) from 7:00 a.m. to 3:30 p.m. Email may also be an acceptable form of communication.
- d. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District’s website: [www.sbac.edu](http://www.sbac.edu).
- e. **Work Scheduling:** It is understood that the ability of Bidder to consistently provide an expedient turn-around time in furnishing Laborers is critical to the performance of this contract. All services shall be coordinated and scheduled by authorized District personnel only. As need arises for planned projects, the District shall ordinarily give Bidder notice of impending personnel requirements a minimum of forty-eight (48) hours prior to requested start date. However, Bidder shall have the capability to respond and provide Laborers within twenty-four (24) hours of request should a service order be determined urgent. It shall be the responsibility of Bidder to provide confirmation to the District within two (02) hours of notification of service order request. The inability of Bidder to comply with the required response time may be a factor in award as well as grounds for contract termination.

- f. **Purchase Order:** All orders for services shall only be processed upon receipt of an official SBAC purchase order in blanket or line item form.
- g. **Work Period:** At a minimum, temporary labor services shall be available each weekday (M-F). The work period for assigned personnel shall normally be eight (08) hours per day or ten (10) hours per day for four (04) day work weeks during summer schedule. Minimum billable work hours shall be four (04) hours per day. All work shall ordinarily be performed during regular District school operating hours, Monday through Friday, approximately 7:00 a.m. to 3:30 p.m. The District shall allow one-half (1/2) hour for lunch, unpaid.

Actual hours of work shall be subject to the operating hours and accessibility of each District site. Upon mutual agreement between the parties, “straight time” work hours may be extended to include weekday evening hours and weekends. If agreed, any work performed at such times shall be based on the “straight time” *Hourly Labor Rates* as proposed on Form of Proposal. It is anticipated that temporary labor services shall not be required on any legal holidays as observed by the District.

- h. **Overtime:** Overtime shall be paid for work in excess of 40 hours per week. To be eligible for overtime, assigned personnel must have exceeded their hourly limits on School Board work, and overtime must be pre-approved by the department utilizing services. Overtime shall be computed at one and one-half (1.5) times (x) the “straight time” hourly labor rate. As condition of payment, it shall be required that Bidder corroborate the time of all eligible personnel on work time sheet.
- i. **Personnel Reporting:** All assigned Laborers shall ordinarily report directly to the Facilities Department construction yard located at 1817 E. University Ave, Gainesville, in accordance with established reporting time. On occasion, personnel may be required to report to other locations within the District. Bidder shall be responsible for providing all transportation of assigned personnel to and from worksite. However, if reporting to the Facilities Department, the District shall provide transportation should work be scheduled at other locations. Actual paid service time shall commence and end with the scheduled arrival and departure of personnel at designated worksite. Travel time to and from worksite shall not be charged directly to the District but considered overhead, to be borne by Bidder and included in proposed *Hourly Labor Rate*.
- j. **Personnel Replacement:** SBAC reserves the right to reject any assigned Laborer within the first four (04) hours of reporting for duty for unsatisfactorily performance or any other reason considered unacceptable by the District including, but not limited to, inappropriate dress and being unfit for duty. In such case, Bidder shall be responsible for giving notice to rejected Laborer and providing immediate transportation from District worksite. In addition, should any assigned Laborer cease work due to illness or any unforeseen emergency, it shall be the responsibility of Bidder to provide a replacement Laborer within a reasonable time as mutually agreed.
- k. **Service Guarantee:** Bidder shall guarantee that should any Laborers be rejected or voluntarily leave a worksite during the first four (04) hours of reporting for duty, the District shall not be invoiced for those hours at worksite.
- l. **Site Access:** Reference Attachment A, “40. Bidder Personnel”: In addition... It shall be the responsibility of all assigned personnel to follow customary check-in procedures upon arrival at worksite and comply with all security standards. While onsite at any facility, personnel shall only access designated work areas; all other areas shall be off limits. All Laborers shall have in their possession the SBAC issued photo ID card which shall be presented immediately upon request by District personnel.

- m. **Safety Measures:** Reference Attachment A, “36. Safety Standards”: In addition ... Bidder shall instruct all assigned Laborers as to the importance of taking all necessary steps to protect the students, faculty, and general public from injury in the course of performing work. Bidder shall specifically warn personnel of the potential hazards of working in the proximity of students and of the necessity for them to always exercise extreme caution.
- n. **Invoices:** Reference Attachment A, “42. Invoices”. In addition... Bidder shall have the capability to provide accurate, reliable and timely invoices, statements and credits. At a minimum, invoices shall contain sufficient information, as required by the District, to accurately determine the extent of service provided and accuracy of billing. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied by support documentation (work timesheets) may cause delay of payment. Invoices shall contain, at minimum, the following information: invoice number; invoice date; service location; name(s) of personnel; date(s) of service; start and finish time(s); and; number of billable hours. All times shall be rounded to the nearest quarter (1/4) hour.

Bidder shall ensure that all invoices reflect correct Bid pricing and are submitted in entirety within ten (10) business days of completion of work. The District does not pay invoices in advance of service (prepay). Unless otherwise instructed, invoices shall be mailed to: *School Board of Alachua County, Attn: Finance Department, 620 East University Ave., Gainesville, FL 32601.*

- o. **Invoice Verification/Correction:** It shall be the responsibility of each department utilizing services to verify and approve all invoices and timesheets, and notify Bidder should a billing error be discovered. Bidder shall promptly resolve any and all billing discrepancies, and if acknowledged, issue a corrected invoice within three (03) business days of notification, unless additional time to investigate billing errors is requested.

**19. Price:** Bidder shall submit on Attachment C, Form of Proposal, the “straight time” *Hourly Labor Rate* that will be charged for each Laborer assigned to the District. Rate submitted shall be inclusive of all aspects of services required including labor, supervision, staffing, background screening, transportation, travel time, payroll processing, taxes, insurance benefits, profit, and any other direct and indirect cost associated with the execution and administration of the contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices shall be firm and fixed for the term of the contract and any subsequent renewal periods. It is agreed and understood that minimum billing time for each assigned Laborer shall be four (04) hours per day.

**20. Social Security Contributions:** The District shall not be liable for any Social Security contributions relative to the compensation paid Bidder during the term of contract. It is understood that Bidder shall be solely responsible for any claims made by their employees under the Fair Labor Standards Act.

**21. Price Adjustment:** Should Bidder be required to increase or decrease their FICA contributions during the term of contract as a result of any change of any Federal law, regulation or order, an adjustment may be made to the *Hourly Labor Rate* reflecting this modification. In addition, should there be an increase in the Federal or State minimum wage salary, the District may allow an adjustment in the *Hourly Labor Rate* consistent with the percentage increase of the minimum wage plus other reasonable additional costs to Bidder directly attributable to such increase (i.e., workers compensation, insurance, etc.). To be considered, a written request must be submitted to the Purchasing Department, no later than thirty (30) business days prior to effective date of requested adjustment. The request shall be accompanied with sufficient documentation evidencing effective date and amount of increase. All requests for price adjustments shall be subject to the final approval of the Purchasing Department.

**22. Bid Tabulation/Evaluation:** Award shall be based on the “straight time” *Hourly Labor Rate* as bid for General Laborer on Attachment C, Form of Proposal. Award as *Primary* service provider shall be made to the responsive and responsible Bidder with the lowest *Hourly Labor Rate*. Award as *Secondary* service provider shall be made to the responsive and responsible Bidder with the second lowest *Hourly Labor Rate*.

**23. Service Complaints:** All performance related service complaints shall be reported by the appropriate District personnel to Account Representative. It shall be the responsibility of Bidder to promptly resolve reported complaints pursuant to the applicable terms of this Agreement.

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

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

**25. Limitation of Liability:** It is agreed and understood that SBAC shall not be liable for the payment of any costs or fees that may be assessed as a result of the District hiring any temporary personnel provided under this contract.

**26. 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:

- Company Profile: Description of relevant experience and capacity including:
  - a. Level and type of experience servicing commercial accounts and other public agencies similar in size and scope of this contract;
  - b. Drug and alcohol screening policies and procedures;
- Photocopy of applicable city or county occupation license from where business resides;

- Proof of insurability in the amounts indicated in Attachment A. If available, a properly completed ACORD "Certificate of Liability Insurance" form is preferable.
- Subcontractor information (if applicable);
- Other information deemed important by prospective Bidder.

ATTACHMENT C  
 FORM OF PROPOSAL  
 IFB 10-13  
 TEMPORARY LABOR SERVICES  
 (GENERAL LABOR) – ANNUAL CONTRACT  
 (Bids due November 13, 2009 at 3:00 p.m.)

**Bidder Instructions:** Bidder shall input the “straight time” *Hourly Labor Rate* that will be charged for each *General Laborer* provided to the District. Rate submitted shall be inclusive of all aspects of services required including labor, supervision, staffing, background screening, transportation, travel time, payroll processing, taxes, insurance benefits, profit, and any other direct and indirect cost associated with the execution and administration of the contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices shall be firm and fixed for the term of the contract and any subsequent renewal periods.

#	Personnel Classification	Hourly Labor Rate
1.	GENERAL LABORER – “Straight Time”	\$

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Acknowledgement of receipt of addenda (if applicable):

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

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

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**QUESTIONNAIRE:**

**Contact Information**

Address of facility for which services will be dispatched under this contract:

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

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

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

Designated Account Representative:

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

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

Second Contact (if Account Representative is not available):

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

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

Emergency Contact Information (if different then Account Representative):

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

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

**Experience**

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

**Business Operations**

- Current number of qualified and screened *General Laborers* that will be available to the District under this contract: \_\_\_\_\_
- Does your firm have the ability and experience to perform all services as described?  Yes  No  
If no, list exceptions and provide explanation with Bid submittal.
- Is your business office staffed during regular business hours?  Yes  No  
State regular business hours: \_\_\_\_\_ to \_\_\_\_\_.
- Does your firm provide transportation for temporary personnel to and from worksite?  Yes  No
- Does your firm have the capability to comply with all time requirements of this contract in regards to the provision of temporary personnel?  Yes  No

Temporary personnel shall report within \_\_\_\_\_ hours of notification by the District.

Should a service request be “urgent”, temporary personnel shall report within \_\_\_\_\_ hours of notification by the District.

- Is it your firm’s intent to subcontract any part of this contract?  Yes  No  
If yes, provide subcontractor information with Bid submittal.

**References**

Provide five (05) references from commercial accounts or other public agencies within the limits of Alachua County that your firm has provided temporary personnel services in the past two (02) years:

1) Company/Organization name: \_\_\_\_\_

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

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) service provided: \_\_\_\_\_ Under current contract:  Yes  No

Description of service provided: \_\_\_\_\_

2) Company/Organization name: \_\_\_\_\_

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

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) service provided: \_\_\_\_\_ Under current contract:  Yes  No

Description of service provided: \_\_\_\_\_

3) Company/Organization name: \_\_\_\_\_

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

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) service provided: \_\_\_\_\_ Under current contract:  Yes  No

Description of service provided: \_\_\_\_\_

4) Company/Organization name: \_\_\_\_\_

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

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) service provided: \_\_\_\_\_ Under current contract:  Yes  No

Description of service provided: \_\_\_\_\_

5) Company/Organization name: \_\_\_\_\_

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

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) service provided: \_\_\_\_\_ Under current contract:  Yes  No

Description of service provided: \_\_\_\_\_



