

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	INVITATION FOR BID Bidder Acknowledgement and Acceptance Form
BID TITLE: CARPENTRY SERVICES (CONTRACT LABOR) – ANNUAL CONTRACT	BID NO. 10-15
DELIVERY F.O.B. DESTINATION: All Designated District Schools, Centers and Support Facilities	ISSUE DATE: November 3, 2009 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (352) 955-7486
BID DUE DATE AND TIME: November 19, 2009 at 3:00 p.m. ⌚	BID OPENING: Purchasing Department

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

BIDDER NAME: _____

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT: _____

TYPED TITLE: _____

BIDDER ADDRESS: _____

AREA CODE/PHONE #:	FAX #:
BIDDER EMAIL ADDRESS:	BIDDER WEB ADDRESS:

REQUIRED SUBMITTAL CHECKLIST

<u> X </u> Signed Signature Page	<u> X </u> Debarment Form	<u> X </u> Form of Proposal
<u> X </u> List of References	_____ Literature	_____ Specifications
_____ Catalogs	<u> X </u> Evidence of Insurability	_____ 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. 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 10-15, CARPENTRY SERVICES (CONTRACT LABOR)" TO BE OPENED AT 3:00 P.M., NOVEMBER 19, 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 PROPOSAL
- APPENDIX B – WORK TIME SHEET
- APPENDIX C – MATERIALS LIST

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 10-15, CARPENTRY SERVICES (CONTRACT 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 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 10-15, CARPENTRY SERVICES (CONTRACT LABOR)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Bidder represents that it is either a

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

or a

Minority Business Enterprise,

Please circle one or more as applicable

African-American Hispanic American
 Asian American Native American
 American Women

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

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

What is the expiration date on your MBE certificate: _____

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

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

NAME OF BIDDER	BID # AND TITLE
IFB 10-15, CARPENTRY SERVICES (CONTRACT LABOR)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. BID OPENING: Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.
5. AWARD: SBAC will award a Contract to the lowest responsive and responsible Bidder.
- SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.
6. WORK CONDITIONS/IFB EXAMINATION: Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.
7. SILENCE OF THE SPECIFICATIONS: The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.
8. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

51. **ANTI-DISCRIMINATION:** 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. 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 10-15
CARPENTRY SERVICES (CONTRACT LABOR) –
ANNUAL CONTRACT

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

1. Scope of Service: The purpose of this IFB is to select a service provider (hereinafter “Bidder”), secure firm prices and establish a contract for the provision of carpentry services that are common and necessary to the operations and infrastructure of an educational facility. It is the intent of the District that this Agreement supplement those services currently provided by District personnel. 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 and approximately two hundred forty-nine (249) portable buildings in support thereof.

The scope of this agreement shall require that Bidder provide qualified and experienced contract labor, on a reoccurring basis, to perform various types of interior and exterior general carpentry work (hereinafter “services”) involved with the repair, modification, renovation and associated demolition of building structural components. Assigned project work shall typically include, but not be limited to: metal and wood framing; repair, removal and replacement of windows, doors (metal/wood), jams, and associated hardware; repair and refurbishment of portable buildings; repair and installation of wood ramps and stairs; and, the replacement of drywall and insulation as related to carpentry work. As part of services, Bidder shall be required to perform all associated and incidental work that is necessary for the successful completion of each project.

It shall be the responsibility of Bidder to provide all qualified labor, technical expertise, supervision, customary tools and equipment, transportation and other services that are necessary for the proper execution and completion of the required work. Orders for service shall be made on an “as needed” basis throughout the term of contract and shall require service response at any school/department facility within the District. It is the intent of this agreement that SBAC provide all materials, parts and supplies necessary for completion of scheduled work and may, under certain circumstances and limitations, purchase such materials directly from Bidder based on cost plus (+) proposed mark-up(s). All services shall be performed in a manner that is safe, efficient and environmentally acceptable.

2. Tentative Schedule:

November 3, 2009.....	Invitation for Bid Issued
November 19, 2009	Bid Due Date
December 01, 2009.....	Recommendation to School Board
December 15, 2009.....	Planned Award Date
February 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 work is required pursuant to this IFB. If the *Primary* service provider is not able to respond and/or complete a project within the necessary timeframe, the *Secondary* service provider shall be utilized.

Should the *Secondary* service provider be unable to respond and/or complete a project within the necessary timeframe, the District reserves the right to acquire services 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 February 1, 2010 and ending January 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, was approximately \$64,000.00, including materials acquired directly from Bidder, as limited by contract. 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 firm, whose sole or primary business is the provision of unlimited carpentry services to commercial (business/institutional) accounts as is typical in the District;
- B. Bidder shall be licensed to perform all services described herein within the State of Florida, and limits of Alachua County, Florida. Specifically, Bidder shall possess, at time of Bid due date, a current General Contractor license (CG), pursuant to Section 489, Florida Statute;
- C. Bidder shall have been continuously doing business as the same legal entity 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. Project experience shall be verifiable;
- D. Bidder shall be located and maintain a fully operational and staffed dispatch facility within the limits of Alachua County limits to ensure compliance with the service time requirements of contract as specified herein. SBAC reserves the right to waive this requirement based on Bidder's demonstration of capability in providing efficient and timely service;
- E. Bidder shall have at time of Bid due date, unless otherwise specified, adequate organization, technical expertise, facilities, supervisory capability, qualified personnel, equipment, and technical tools of the trade 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;
- F. Bidder shall have demonstrated ability to organize and manage simultaneous multi-site installation/repair projects;

- G. 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 all or part of services in the time and manner as specified, or; (B) Bidder is not able to provide qualified and experienced personnel to perform specific project work; or; (C) in cases of emergency; or; (D) 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 high quality trade work performed in an efficient and timely manner in compliance to District and industry standards, and all regulatory requirements.

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.

Upon award of contract, should Bidder find it be necessary to subcontract any portion of work, it shall be the responsibility of Bidder to identify sub-tier contractor on Work Proposal and receive written approval from Project Coordinator prior to commencement of services. Bidder shall be held directly responsible and liable for the actions of all subcontractors and the actions of its subcontractors' employees.

Should Bidder subcontract any portion of work for which services are not considered within scope of contract, in the opinion of SBAC, Bidder may charge an amount, as cover for overhead and profit, not to exceed fifteen percent (15%) of sub-tier contractors billable total. It is understood that payment for sub-tier contractor's work shall be invoiced by, and payable to Bidder.

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. Large Projects: For projects estimated to cost between \$12,500 and \$25,000, based on current Bid *Hourly Labor Rates*, SBAC reserves the right to solicit a written quotation from the *Secondary* service provider, with award being made to the low, responsive and responsible quoter. No single project estimated to cost over \$25,000 shall be performed under this contact.

12. Regulatory Compliance: Reference Attachment A, “45. Regulatory Compliance”: In addition... All work performed and materials provided shall be in compliance with: State Requirements for Educational Facilities (SFEF); Florida Administrative Code; Florida Building Code; OSHA Safety Standards; and, all other applicable local, State and Federal regulations. It is understood that, if any provisions of applicable 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.

13. Contract Management: All day-to-day operational aspects of contract services shall be scheduled and coordinated by a designated District Project Coordinator or Foreman under the authority and direction of the SBAC Facilities Department. All work shall be subject to periodic review to ensure compliance with project specifications, building codes, time schedule, and established quality standards. Upon award, the District shall provide current contact information to Bidder of all personnel involved in the management of this Agreement, and written notification, thereafter, should any personnel changes occur.

14. Personnel: Reference Attachment A, “40. Bidder Personnel”: In addition... Bidder shall employ and have available an adequate number of trained, qualified, and physically able personnel capable of performing the scope of work as specified herein. The District recognizes the potential negative consequences of having substandard trade work performed and considers the expertise, experience and training of 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 industry standards and any and all regulatory requirements.

The following personnel classifications and minimum qualifications shall apply to any and all labor 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 Journeyman Carpenter shall have the knowledge, skills and ability to correctly and efficiently perform all types of carpentry services commonly required in the trade for this position and as described herein. Specifically, *Journeyman Carpenter* shall have a verifiable five (05) years continuous journeyman level experience, performing typical tasks of the trade involved in the construction, installation, alteration, modification, repair and demolition of building structures, partitions, panels and other components, utilizing wood, wood substitutes, and composite building materials. *Journeyman Carpenter* shall be expected to plan and perform a wide range of carpentry tasks from basic repairs to complex project work involving and requiring precision fits, close tolerances, accurate dimensions, and acceptable appearance.

As part of qualifications, each *Journeyman Carpenter* shall meet the following criteria in regards to education, knowledge, skills and experience:

- Graduation from high school or possession of an acceptable equivalency diploma;
- Possession a valid Florida license;
- Considerable general knowledge of the practices, methods, materials and tools of carpentry trade;
- Considerable technical knowledge of building materials and construction techniques;
- Skill in the operation and care of tools, materials and equipment of the trade;
- Ability to interpret drawings, blueprints and specifications;

- Ability to work independently with minimal or no supervision;
- Ability to plan and lay out work and work sequences;
- Ability to make time and materials estimates;
- Ability to accurately analyze, troubleshoot and remedy any work related problems;
- Considerable knowledge of applicable rules, regulations, and codes governing work;
- Considerable knowledge of the hazards and safety precautions of the work.

It is understood that *Journeyman Carpenter*, while at worksite, shall have the authority to act in the behalf of Bidder in carrying out any instructions relative to work as communicated by District personnel. It is recognized certain complex projects may occasionally require the utilization of *Journeyman Carpenters* that have extensive training, expertise and problem solving ability. In such case, the District reserves the right to require Bidder to only assign personnel meeting those qualifications as identified. It shall also be required that *Journeyman Carpenter* act in the capacity of a *Crew Leader* when so designated.

14.2 Apprentice Carpenter shall have the knowledge, skills and physical ability to perform the most common and typical tasks of the trade and shall have a minimum of two (02) years verifiable field experience assisting and working under the direct, onsite and continuous supervision of a *Journeyman Carpenter*. *Apprentice* shall be currently enrolled and participating in a company, educational, union or trade association sanctioned carpentry trade program. It is understood that the assignment and performance of work of an *Apprentice* shall be of a higher grade and difficulty than that of a *Trades Helper* based on any common and known standards within the industry. This shall be considered a technical position requiring knowledge and application of standard trade practices.

14.3 Carpentry Trades Helper shall have a verifiable minimum of six (06) months experience assisting and working under the direct, onsite, and continuous supervision of a *Journeyman Carpenter*. *Trades Helper* shall have the knowledge, skills and physical ability to perform the most common and typical tasks of the trade.

The omission of specific descriptions of work for each personnel classification as listed shall not relieve Bidder the responsibility of assigning any duties as required in the performance of contract that are a logical assignment to the position as common within the industry. Bidder shall be required, at District's request, to immediately provide evidence of qualifications of any personnel assigned duties. Failure of any designated personnel to currently meet qualification criteria as specified may cause Bid to be non-responsive and shall be grounds for contract termination upon award of contract.

15. Crew: A *Crew* shall consist of one (01) *Journeyman Carpenter* and one (01) *Apprentice Carpenter* or *Carpentry Trades Helper*. Based on the size and scope of Bid, it shall be required that Bidder has a minimum of two (02) *Crews* available for assignment at any time under this contract.

16. Crew Leader: On each work site, Bidder shall designate one (01) *Journeyman Carpenter* as *Crew Leader* who shall have the knowledge, skills, and ability to perform the duties and responsibilities specified herein. *Crew Leader* shall perform in both a supervisory and *Journeyman Carpenter* capacity, allocating such time to both tasks as required. When acting in a *Crew Leader* capacity, *Journeyman Carpenter* shall be available and ready to intervene immediately should corrective action be necessary. The *Crew Leader* shall have demonstrated supervisory skills including having the ability to plan, organize, direct and prioritize the work of Bidder's personnel, and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances and regulations, and record-keeping and reporting duties.

Typical responsibilities of a *Crew Leader* shall include, but not be limited to:

- Directing all personnel work activities on work site;
- Providing technical assistance;
- Determining equipment, materials and personnel requirements;
- Evaluating the progress of work for completeness, accuracy and conformance with standards and work proposal;
- Implementing and monitoring established safety policies, procedures and regulations;
- Reviewing and resolving project quality, scheduling and progress problems;
- Determining when projects are ready for final inspection.

17. Personnel Conduct: Reference Attachment A, “40. Bidder Personnel”: In addition... Bidder’s personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, sobriety, and act in a professional manner at all times. Personnel shall not at any time fraternize with students, teachers, or other District staff not directly involved with the contract services. When in contact with school personnel, Bidder’s personnel 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 be responsible to ensure that the services are being accomplished correctly and safely, and that progress is being made sufficient to meet the project schedule. Bidder shall work jointly and cooperatively to resolve project quality and scheduling problems with the appropriate District authorities. It shall be the sole responsibility of the Bidder to see that all specifications and codes are being followed. Failure of the SBAC to immediately reject any unsatisfactory workmanship or to notify the Bidder of its deviation from the specifications shall not relieve the Bidder of any responsibilities specified herein. Bidder shall be responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work under this contract. These general supervision responsibilities apply specifically to all personnel classifications as listed. The cost of general supervision shall be an element of the Bidder’s overhead burden in the proposed hourly labor 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. Designated Account Representative shall respond to all non-emergency calls from the District requesting assistance within twenty-four (24) hours 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 requirements and other messages with a responsible dispatch representative during normal business hours (Monday – Friday). 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.

- e. **Work Scheduling:** All work shall be coordinated and scheduled by the designated Project Coordinator or other authorized District personnel only. As need arises for planned and extensive project services, the Project Coordinator shall ordinarily give Bidder notice of impending contract work a minimum of five (05) business days prior to requested start date. However, Bidder shall have the capability to respond within forty-eight (48) hours of request should a non-emergency service work order be determined urgent by Project Coordinator. Specific performance time lines and completion dates shall be mutually agreeable between the parties and shall be strictly adhered to. Whenever possible, work projects shall be grouped and scheduled so as to maximize work hours and travel time for Bidder.
- f. **Work Period:** 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. Actual hours of work shall be subject to the operating hours and accessibility of each District site. For work scheduled in advance, and upon mutual agreement between the parties, “straight time” work hours may be extended to include weekday evening hours and weekends. If agreed, any scheduled work performed at such times shall be based on the “straight time” hour labor rates as proposed on Form of Proposal. If Bidder desires to perform work on Saturday, Sunday, and any holidays, a request must be made and approved by the Project Coordinator at least forty-eight (48) hours prior to the requested work day(s) in order to coordinate access into the facility. Any work performed at such times and days at request of Bidder shall be at no additional cost to the SBAC and shall be based on “straight time” hourly labor category rates.
- g. **Premium Time:** All unscheduled service work requested and approved by the Project Coordinator to be performed after normal District facility operating hours (Monday – Friday, 7:00 a.m. – 3:30 p.m.), including Saturday and Sunday and legal holidays, may be considered “premium time” upon mutual agreement of the parties. Bidder shall propose “premium time” hourly rates for each personnel classification on Attachment C, Form of Proposal. In the proposal of premium time, it is requested that “premium time” hourly rates be adjusted accordingly to reflect only the additional compensation actually paid to personnel. Any work performed after regular facility operating hours without the expressed approval of Project Coordinator shall be at no additional cost to the District, based on “straight time” hourly labor category rates.
- h. **Emergency Service:** Bidder shall have the capability to provide qualified personnel for service calls on an emergency basis. Emergency service is defined as those activities necessary to maintain a safe environment and continue the operations of any District facility, of which the loss would create a situation, which would adversely and unduly affect the safety, health or comfort of the facility and/or occupants, or otherwise cause loss to the District. As part of services, Bidder shall designate a Representative and provide a direct phone number, telephone answering service or mechanical/electronic device to receive “emergency service” requests outside of normal business hours.

In the unlikely event of an emergency, as determined by SBAC, Bidder shall acknowledge and verbally respond to Project Coordinator’s call within two (02) hours of contact. Bidder shall have the capacity thereafter to mobilize with necessary tools and equipment and arrive at any District site within twenty-four (24) hours of initial notification. Bidder shall propose emergency hourly labor service rates and provide emergency contact information on Attachment C, Form of Proposal. It is agreed and understood that emergency services performed during normal operating hours as specified shall be billed at the “straight time” *Hourly Labor Rate*.

Failure to respond in a timely manner to emergency requests may result in SBAC effecting remedial action in any manner deemed to be in the best interest of the District and back charging Bidder for all associated costs. It is agreed and understood that Bidder shall give first priority emergency services to the District, before, during and after a natural disaster, such as hurricane, tornado, severe storm, or flood, or any other event identified and designated as a public emergency.

- i. **Overtime:** Overtime shall be paid for work in excess of 40 hours per week. To be eligible for overtime, workers must have exceeded their hourly limits on School Board work, and overtime must be pre-approved by the Project Coordinator. Overtime shall be based on the “premium time” hourly labor rates for each personnel classification as proposed by Bidder on Attachment C, Form of Proposal. For payment of overtime, each eligible employee’s job classification and time must be corroborated on the project time sheet.
- j. **Personnel Reporting/Travel Time:** Bidder’s personnel shall report directly to work site in accordance to work schedule as mutually agreed between the parties. Bidder shall be allowed to charge District a maximum of one-half hour (**30 minutes**) travel time per day based on the applicable personnel *Hourly Labor Rate*. Any travel time expenses in excess of allowed one-half hour shall not be chargeable directly to the District but considered overhead, to be borne by Bidder and included in proposed *Hourly Labor Rates*. For planned project related work normally requiring submission of Work Proposal, allowed travel time shall not be required to be itemized separately on invoices and shall be included in the total billable labor hours for project. However, for all repair related work and emergency services, Bidder shall be required to itemize allowed travel time as a separate line component on each invoice.
- k. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly with the Project Coordinator or with the appropriate authority at each District site, and follow customary check-in procedures upon arrival. While on site, Bidder shall perform all services with a minimum amount of disruption to the normal operations of the District site. For the safety of staff and students, Bidder is cautioned to avoid performing services during periods of peak student activity.
- l. **Time of Completion:** Bidder acknowledges that time is of the essence in completing the work as specified for each project. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified for each project. Should Bidder be unable to adhere to the established schedule, a written request for time extension shall be submitted to the Project Coordinator, stating the reasons for the request and the amount of extension time needed. The request shall be evaluated by the Project Coordinator to determine if the reasons for the request are due to circumstances beyond the Bidder’s control, and, if such is the determination, will also decide, and adjust if necessary, the length of time extension to be granted. Approval of time extension shall not be automatic. Failure of Bidder to commence and/or complete an individual project within the established performance period may result in termination of contract.
- m. **Work Proposals:** Prior to the performance of the work, Bidder shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observations with the job requirements as communicated by the Project Coordinator. Based on the site examination, the Bidder shall submit a written work proposal detailing the required personnel classification(s), the number of hours and the appropriate hourly rate as indicated on the Form of Proposal. The cost of providing work proposals shall be an element of the Bidder’s overhead burden in the proposed hourly rates.

The work proposal shall be in the form of a “not-to-exceed” or “firm fixed-price” amount, as directed by the Project Coordinator, based on the scope of the work to be performed. Bidder shall provide work proposal using District form “Work Proposal” (Appendix A).

Not-To-Exceed: If the proposal is for a “not-to-exceed” amount, Bidder shall not exceed the proposed number of hours accepted by the District without prior authorization from Project Coordinator. It shall be the responsibility of Bidder to maintain a “Work Time Sheet” (Appendix B) during performance of work. Upon completion of work, a copy of “Work Time Sheet” shall be provided to Project Coordinator and verified before any corresponding invoice(s) can be processed for payment. Payment to the Bidder shall be made only for the actual quantities of work performed in accordance with work proposal.

Firm Fixed-Price: If the proposal is for a “firm fixed-price” amount, the Bidder shall perform the work authorized for price proposed, regardless of final cost incurred by Bidder, unless a change order for out-of-scope work has successfully been negotiated in advance between parties. Bidder shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

The SBAC reserves the right to waive the requirement for a written work proposal for emergency services and non-emergency service work orders based on the reasonableness of requesting an estimate when time is of the essence and when other adverse conditions may exist. However, Bidder shall be responsible for maintaining and providing a copy of “Project Time Sheet” upon completion of work.

- n. **Work Proposal Rejection:** The School Board reserves the right to reject the requirements of a work proposal prior to the commencement of activities by the Bidder, if, in the opinion of Project Coordinator, the proposed total labor hours corresponding to each personnel classification or other parts of work proposal are not consistent with the scope of work. Should work proposal not be mutually agreeable, SBAC reserves the right to solicit a written quotation from *Secondary* service provider or any other service provider that is deemed to be qualified with award of project being made to lowest priced proposal.
- o. **Change Orders:** The Project Coordinator, without invalidating the work proposal, may order changes in the work, within the general scope of this contract, consisting of additions, deletions, or other revisions, with the work proposal “firm fixed-price” being adjusted accordingly. A written approval of the change order must be secured from the Project Coordinator before Bidder is authorized to proceed with the execution of work.
- p. **Correction of Work:** Bidder shall promptly correct all work rejected by Project Coordinator as faulty, defective, or failing to conform to contract or work proposal, whether observed before or after substantial completion of the work, and whether or not completed. Deficiencies noted shall be documented and remedy effected within three (03) business days of notification, unless additional time is required and granted by the Project Coordinator. Follow-up or call back work to correct previous work shall not be charged to the District if the work is the result of Bidder’s negligence.
- q. **Final Acceptance of Work:** Bidder shall be responsible for work performed until acceptance of the completion of work by the Project Coordinator. Upon completion of work, Bidder shall contact Project Coordinator and make request for final inspection. Project Coordinator shall inspect work within a reasonable time and notify Bidder of any deficiencies. In the event deficiencies are noted, Bidder shall complete corrections within the time specified herein.

If correction is not effected in an acceptable manner within the allocated time, the District may, after written notice of default to Bidder, accomplish the work in an expeditious manner, with the cost of work being charged to Bidder. Any follow up or call back work, to correct recent previous work, shall not be charged to SBAC if the work is the result of Bidder’s negligence.

- r. **Materials:** SBAC shall provide all materials, parts, and supplies required for the proper execution and completion of each project. SBAC reserves the right to purchase such materials from any source or via any procurement method deemed by the Purchasing Department to be in the best interest of the District. The District recognizes that under certain conditions it may be more practical and cost-effective to directly acquire materials from Bidder on a limited basis while working on site. All such materials to be acquired from Bidder shall be approved by Project Coordinator prior to purchase and installation, and shall be limited to three thousand dollars (**\$3,000.00**) per project, unless a higher purchase limit is requested by the Project Coordinator and approved by the Purchasing Department. All material purchases for any single project that are estimated to exceed \$3,000.00 shall be subject to competitive quotation at the discretion of the Purchasing Department, in the time and manner that is in the best interest of the District.
- s. **Materials List:** Upon request by Project Coordinator, Bidder shall estimate and generate a materials (take-off) list using District form “Materials List” (Appendix C) or other approved form, noting description, type, size, quantities, of materials necessary for the completion of the work. Bidder shall be responsible to provide, in a timely manner, an all-inclusive materials list that can, without difficulty, be converted into a written quote by any specified materials vendor.

When materials are purchased directly from Bidder, the “Materials List” shall be provided at no cost to the District with the cost of materials estimating being an element of Bidder’s overhead burden in proposed hourly rates. Should materials not be purchased directly from Bidder, the cost of providing materials estimating may be charged to the District, depending on time expended in preparation thereof. All such charges shall be approved by the Project Coordinator and based on the *Journeyman Electrician* “straight time” hourly rate as proposed on Form of Proposal.

- t. **Materials Pricing:** All materials purchased directly from Bidder shall be provided F.O.B. destination to the District worksite in the form of net cost plus (+) percentage (%) mark-up. Bidder shall indicate on Form of Proposal the maximum allowed percentage mark-up that shall be offered to the District for all categories of materials based on stated dollar volume. Percentage mark-up shall be inclusive of sales tax due. The District has established a maximum mark-up limits as follows:

Net Cost of Materials	Mark-up
≤ \$1001.00	25%
\$1001.00 – \$3000.00	20%

It is understood that the actual percentage mark-up may be less than indicated depending on the type and quantity of materials, and the availability of any special volume pricing. Percentage mark-up shall remain firm throughout term of contract even though materials cost may change on a periodic basis. It is agreed and understood that as condition of payment, Bidder may be periodically requested to submit verification of materials cost in the form of actual supplier invoice or other unaltered, published price documentation.

- u. **Equipment:** Bidder shall have on hand at all times and in good working order such customary and necessary equipment as service vehicles, hand/power tools, and accessories of trade to adequately and efficiently perform its contractual duties. The cost of customary equipment and tools as required, including service vehicles, shall be an element of Bidder's overhead burden in the proposed straight time hourly labor rates. SBAC shall not be charged for equipment deemed by the District to be standard or essential for the scope of work specified in this contract or for equipment utilized in the maintenance or support of such customary equipment. Furthermore, the District shall not be charged for equipment down time lost due to equipment failure.
- v. **Equipment Rental:** In the event the scope of work requires the utilization of auxiliary equipment that, in the opinion of SBAC, is customarily not provided by trade contractor, provision or rental of such equipment, from either the Bidder or equipment rental facility, shall be at the expense of SBAC. Any project requiring the provision of auxiliary equipment for a rental fee must have the prior expressed approval of Project Coordinator. For any auxiliary equipment provided directly from Bidder, reimbursement shall be based on customary and reasonable rental fees, as mutually agreed and substantiated by open market pricing.

For any auxiliary equipment acquired from a rental company, reimbursement of customary and reasonable rental fees shall be made to Bidder at net cost plus (+) fifteen percent (**15%**). Equipment operator labor cost shall be based on the applicable hourly labor rates, as stated on the Form of Proposal. Any other associated expenses (i.e., fuel, etc.) involved in the operation of the rental equipment shall be reimbursed to Bidder at actual cost. Bidder shall be reimbursed for auxiliary equipment and associated expenses upon submittal of paid receipts from the rental company and/or other vendors. SBAC assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any equipment rented or owned by Bidder.
- w. **Safety Measures:** Reference Attachment A, "36. Safety Standards": In addition ... Bidder shall take necessary steps to protect the students, faculty, and general public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the work-site without first securing the work area and eliminating any hazardous condition resulting from the Bidder's activities. If necessary, Bidder shall place suitable barricades and/or post hazard signs in and around work site. Bidder shall conform to all applicable OSHA, State of Florida, County and local safety requirements and existing codes.
- x. **Asbestos:** Should any Bidder's personnel encounter materials that they suspect are embedded with asbestos, they should: (1) Stop all work at site and not disturb the area of suspicion; (2) Call the Project Coordinator and advise of discovery; and, (3) Leave work site until further notice subject to analysis of materials.
- y. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to ensure District property is protected from Bidder's activities. Bidder shall be responsible for the protection of all District facilities and other improvements (i.e.- vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. Bidder shall especially be cognizant of all existing utilities (surface and underground) and shall operate with due care in the vicinity of such utilities.

z. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost.

aa. **Cleaning-up/Debris Disposal:** Bidder shall be responsible on a daily basis to ensure frequent pick-up and proper disposal of all debris as a result of operations so that the work site presents a neat and orderly appearance. Debris shall not be allowed to create a safety hazard to student, staff, and general public, nor shall be left at worksite overnight. Debris shall not be burned, buried, left for a collector, or placed in a dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. The District shall reimburse Bidder, upon submittal of paid receipt, for any waste disposal fees paid in association with such activities at a legal sanctioned private or municipal landfill.

For any work involving extensive demolition services, the District shall provide construction dumpsters upon approval of Project Coordinator. At completion of work, Bidder shall remove all work materials, tools, construction equipment, and surplus materials and shall leave work site in ready to use condition.

bb. **Salvage:** All salvage materials, including that of questionable value, removed during any work performance under this contract shall remain the property of District. As part of contract, Bidder may be required to dispose of unwanted salvage materials or transport materials to a District site as determined by Project Coordinator.

cc. **Permits:** The District shall be responsible for obtaining any and all City/County permits required in the execution of work.

dd. **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, date(s) of service; service location; description of services, and; number of billable hours per personnel classification.

Bidder shall ensure that all invoices reflect correct Bid pricing and are submitted in entirety within ten (10) business days of completion of project. It shall be the responsibility of Bidder to identify to Project Coordinator any charges that are unsettled at the time of submission of invoice and before closing of the project.

The District does not pay invoices in advance of service (prepay). For materials that are directly purchased, Bidder shall provide Project Coordinator an itemized invoice and, upon request, sufficient documentation to support pricing. The cost plus mark-up for these materials shall not exceed the percentage (%) indicated on Form of Proposal. Unless otherwise instructed, invoices shall be mailed to: *School Board of Alachua County, Attn: Finance Department, 620 East University Ave., Gainesville, FL 32601.*

- ee. **Invoice Verification/Correction:** It shall be the responsibility of the Project Coordinator or other designated personnel to verify and approve all invoices 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.
- ff. **Final Completion/Payment:** After all work and requirements of a project are fully and finally completed to the satisfaction of the Project Coordinator, the Bidder shall certify “Final Completion” and submit invoice to the District for final payment. It is agreed and understood that the issuance of final payment by the District shall constitute the closing of the project and the acceptance of final payment by Bidder shall constitute a waiver of all further claims relating to project. The making of final payment shall not constitute a waiver of any claims by the District and shall not relieve Bidder of the responsibility for negligence, defects of manufacturer, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein.
- gg. **Warranty:** Reference Attachment A, “Condition of Product/Services”: In addition... All services provided by Bidder in the performance of this contract shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and quality of services shall meet or exceed that provided to other commercial customers. Specifically, Bidder shall warrant that all workmanship conforms to project specifications and be of the highest quality, free from faults and defects. Warranty period shall be for a period of one (01) year from date of final acceptance. It is agreed and understood that all services shall be performed to the complete satisfaction of SBAC. Should any services be required to be re-performed, such services shall be completed within three (03) business days of notification at no additional expense to the District. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of any part of this contract shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

19. Price: Bidder shall submit *Hourly Labor Rate* to be charged SBAC for each defined time category in each personnel classification as listed on Attachment C, Form of Proposal. Rates submitted shall be inclusive of all aspects of services required including supervision, labor, technical expertise, customary equipment and tools (including service vehicles), transportation, travel time (exceeding limit), insurance, 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.

20. Supplemental Services: As a supplement to this contract, Bidder is requested to propose on Form of Proposal the mark-up percentage (%) that will be offered for all categories of materials purchased by the District subject to established limits.

21. Bid Tabulation/Evaluation: During Bid tabulation process, the Purchasing Department shall assign and apply a weight factor (WF) to the proposed “straight time”, “premium time”, and “emergency service” hourly rate of each personnel classification as listed in order of precedence on Attachment C, Form of Proposal. For purposes of Bid tabulation, the assigned weight factor (WF) represents the projected percentage (%) that each personnel classification and corresponding time category will be utilized on an annual contract basis. *Award Total* shall be determined by the addition of all weighted hourly labor rates (WHR) after assigned weight factors (WF) have been applied (Example: HR x WF (%) = WHR).

Award as *Primary* service provider shall be made to the responsive and responsible Bidder with the lowest *Award Total* amount. Award as *Secondary* service provider shall be made to the responsive and responsible Bidder with the second lowest *Award Total* amount.

Supplemental Services: Because the need for materials purchased from Bidder is often predicated on unforeseen events, an annual projection of these requirements cannot be accurately given, thus making Bid evaluation difficult. Therefore, all pricing information submitted by Bidder for materials shall not be evaluated or considered in Bid award. SBAC reserves the right to reject and negotiate proposed supplemental pricing with the low, responsive and responsible Bidder if it is deemed to be in the best interest of the District. Furthermore, SBAC reserves the right to purchase materials from any source or via any procurement method deemed to be in the District's best interest.

22. Service Complaints: All performance related service complaints shall be reported by Project Coordinator to Account Representative or other appropriate designated Bidder's representative. It shall be the responsibility of Bidder to promptly resolve reported complaints pursuant to the applicable terms of this Agreement.

23. 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.

24. 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;
- Photocopy of applicable city or county occupation license from where business resides;
- Legible photocopy of current General Contactor License (CG) issued by the State of Florida;
- Personnel Profile: Journeyman Carpenters:
 - a. Description of level and type of work experience;
- 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 10-15
 CARPENTRY SERVICES (CONTRACT LABOR) –
 ANNUAL CONTRACT
(Bids due November 19, 2009, at 3:00 p.m.)

Bidder Instructions: Bidder shall input *Hourly Labor Rate* for each defined time category in each personnel classification as listed below. All personnel classifications and corresponding time categories must be bid; partial Bids shall not be accepted. Proposed rates submitted shall be inclusive of all aspects of services required including supervision, qualified labor, technical expertise, customary equipment and tools (including service vehicle), transportation, travel time (exceeding limit), insurance, 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.

In the computation and submission of Bid pricing, Bidder shall not change, alter, or otherwise modify the Form of Proposal in any form or manner. Any modification of Form of Proposal by Bidder shall result in immediate disqualification of Bid.

#	Personnel Classification	Hourly Labor Rate
1.	One Two-Man Crew (One (01) <i>Journeyman Carpenter</i> <u>and</u> one (01) <i>Apprentice Carpenter</i> <u>or</u> <i>Carpentry Trades Helper</i>)	
a.	“Straight Time”, M-F, 7:00 a.m. to 3:30 p.m.	\$
b.	“Premium Time”, M-F, 3:31 p.m. to 6:59 a.m., Weekends, and Holidays	\$
c.	“Emergency Service”, M-F, 3:31 p.m. to 6:59 a.m., Weekends, and Holidays	\$
2.	Journeyman Carpenter (Assigned alone <u>or</u> additional to Crew)	
a.	“Straight Time”, M-F, 7:00 a.m. to 3:30 p.m.	\$
b.	“Premium Time”, M-F, 3:31 p.m. to 6:59 a.m., Weekends, and Holidays	\$
c.	“Emergency Service”, M-F, 3:31 p.m. to 6:59 a.m., Weekends, and Holidays	\$
3.	Carpentry Trades Worker (Additional to Crew)	
a.	“Straight Time”, M-F, 7:00 a.m. to 3:30 p.m.	\$
b.	“Premium Time”, M-F, 3:31 p.m. to 6:59 a.m., Weekends, and Holidays	\$
c.	“Emergency Service”, M-F, 3:31 p.m. to 6:59 a.m., Weekends, and Holidays	\$
4.	Apprentice Carpenter (Additional to Crew)	
a.	“Straight Time”, M-F, 7:00 a.m. to 3:30 p.m.	\$
b.	“Premium Time”, M-F, 3:31 p.m. to 6:59 a.m., Weekends, and Holidays	\$
c.	“Emergency Service”, M-F, 3:31 p.m. to 6:59 a.m., Weekends, and Holidays	\$

Supplemental Services

Materials: Reference Attachment B, “18. (t) Materials Pricing”: All materials provided by Bidder to the District shall be at wholesale net cost plus (+) percentage (%) mark-up. Bidder shall input percentage (%) mark-up below that will be offered for all categories materials based on stated dollar volume and maximum limits as established therein.

#	Net Cost of Material	Mark-up
1.	≤ \$1000.00	%
2.	\$1001.00 – \$3000.00	%

Acknowledgement of receipt of addenda (if applicable):

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

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

- Bidder is currently licensed by the State of Florida as a General Contractor (CG): Yes No
If yes, list name and title of primary qualifying agent:

Name: _____ Title: _____

- Current number of Journeyman Carpenters available under this contract: _____
List each available Journeyman Carpenter by name:

1. _____
2. _____
3. _____
4. _____
5. _____

(Reference: Attachment B, "24. Required Submittals" for additional required information)

- Current number of Apprentice Carpenters available under this contract: _____
- Current number Carpentry Trade Helpers available under this contract: _____
- Are all required contractor licenses required in the performance of this contract currently in valid force? Yes No

- 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 have the capability to respond to the emergency service requirements of this contract?
 Yes No
- Is it your firm's intent to subcontract any part of this contract? Yes No
If yes, provide subcontractor information with Bid submittal.
- Has your firm received any regulatory or license agency sanctions within the last (05) years?
 Yes No (If yes, list and provide detailed explanation with Bid submittal)

References

Provide five (05) references from commercial accounts or other public agencies within the State of Florida that your firm has provided carpentry project work 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: _____

APPENDIX C
ATTACHMENT TO WORK PROPOSAL
MATERIALS LIST
SCHOOL BOARD OF ALACHUA COUNTY

IFB #10-15		Project Location:			Project #:			
#	Description	Manufacturer/ Part #	Qty	U/M	Unit Price	Extend Amount		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								

<i>Contractor hereby proposes to provide materials – in accordance with the above specifications, for the following amount as indicated:</i>	TOTAL	\$
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All material is guaranteed to be as specified. Contractor warrants to SBAC that materials furnished shall be new and of good quality unless otherwise required or permitted by the SBAC Project Coordinator. Any alteration or deviation from above specifications involving extra costs shall be approved by the SBAC Project Coordinator prior to delivery of materials.

