

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b> SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	<b>INVITATION FOR BID</b> <b>Bidder Acknowledgement and Acceptance Form</b>
<b>BID TITLE:</b> BUS HVAC (OEM) PARTS – ANNUAL CONTRACT	<b>BID NO.</b> 16-23
<b>DELIVERY F.O.B. DESTINATION:</b> Transportation Department, 1800 SE Hawthorne Rd., Gainesville, FL 32641	<b>ISSUE DATE:</b> November 10, 2015 <b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (352) 955-7486
<b>BID DUE DATE AND TIME:</b> November 30, 2015, at 3:00 p.m. (EDST) 🕒	<b>BID OPENING:</b> Purchasing Department

A pre-bid meeting is scheduled for **N/A**. This is a **N/A** meeting.

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 MAILING ADDRESS:

AREA CODE/PHONE #:

FAX #:

BIDDER EMAIL ADDRESS:

BIDDER WEB ADDRESS:

DATE:

EIN/FEDERAL TAX ID#:

**PURCHASING CARDS:**

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. 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.

**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.**

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

Paragraph 64

Paragraph 65

Paragraph 66










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

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

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

**Bid Package:** Mark in lower left-hand corner of the envelope containing your Bid, **"IFB #16-23, BUS HVAC (OEM) PARTS", TO BE OPENED AT 3:00 P.M., NOVEMBER 30, 2015.** 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
-  SUBMITTALS CHECKLIST FORM
-  CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
-  JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
-  SMALL/MINORITY BUSINESS ENTERPRISE FORM
-  INSURANCE CERTIFICATION FORM
-  ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
-  ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
-  ATTACHMENT C - FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE

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**SUBMITTALS CHECKLIST**

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This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall  each box in the “Verified” column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form	7
<input type="checkbox"/>	Common Carrier Insurance Waiver Request Form	8
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	22
<input type="checkbox"/>	Questionnaire	23-24
<input type="checkbox"/>	MCC Parts/Price Information	21
<b>REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (<a href="http://www.sbac.edu">www.sbac.edu</a>)</b>		

**FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.**

This form is  applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 62 below).

This form is  not applicable to this IFB and **shall not** be included in Bidder's Bid.

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM**  
*(To be completed by each Bidder or Bid will be deemed Non-Responsive)*

Name of Bidder: \_\_\_\_\_

Identify the state in which the Bidder has its principal place of business: \_\_\_\_\_

**INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.**

**IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.**

**NOTICE: Section 287.084(2), Florida Statutes, provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."**

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**  
**(To be completed by the Attorney of the Out of State Vendor, Please Select One)**

The Bidder's principal place of business is in the State of \_\_\_\_\_, and it is my legal opinion that the laws of this state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in this state.

The Bidder's principal place of business is in the State of \_\_\_\_\_, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: **[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)].**

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**  
**(To be completed by the Attorney of the Out of State Vendor, Please Select One)**

The Bidder's principal place of business is in the political subdivision of \_\_\_\_\_, and it is my legal opinion that the laws of this political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

The bidder's principal place of business is in the political subdivision of \_\_\_\_\_, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: ***[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)].***

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email address of out-of-state bidder's attorney: \_\_\_\_\_

Attorney's state of bar admission and bar/license #: \_\_\_\_\_

**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 16-23, BUS HVAC (OEM) PARTS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

**JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM**

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

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

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

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

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

**Certification**

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

NAME OF BIDDER	BID # AND TITLE
	IFB 16-23, BUS HVAC (OEM) PARTS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

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

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

or a

Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

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

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

City of Gainesville Florida Small Business Procurement Program

Alachua County Florida Equal Opportunity Division

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

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

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

NAME OF BIDDER	BID # AND TITLE
	IFB 16-23 BUS HVAC (OEM) PARTS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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

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**COMMON CARRIER INSURANCE WAIVER REQUEST FORM**

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This waiver is  applicable to the IFB. This waiver is not applicable  to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE
	IFB 16-23, BUS HVAC (OEM) PARTS
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



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INSURANCE CERTIFICATION FORM

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This form  is applicable  is not applicable to the IFB.

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

*Comprehensive General Liability*

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

*Comprehensive Automobile Liability (Combined Single Limit)*

- **\$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) calendar days prior to Board action on the recommended contract award. 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.

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**By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contact award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail to: 620 East University Avenue, Gainesville Florida, 32601; by express delivery or by hand to: 1817 E. University Avenue, Gainesville, Florida 32647; by facsimile transmission to: 352.955.7486).**

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

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

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

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

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

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

Email: \_\_\_\_\_

# 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. See also Item 62 below.
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: shall be resolved in accordance with Board Policy 6320, section titled “Identical Low Bids.”
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](http://www.sbac.edu/~purchase/bidop.htm) to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.

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 DEPARTEMENT 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 posting of the IFB on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.

Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. 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 tabulation 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 Purchasing Department's Bid Opportunities web page 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 Purchasing Department's Bid Opportunities web page.

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

- ✓ 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. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available. SBAC will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

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 contract or any services performed hereunder.

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



48. **INDEPENDENT CONTRACTOR:** Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and sub-contractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.
49. **SUBCONTRACTS:** The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.
50. **ASSIGNMENT:** Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.
51. **ANTI-DISCRIMINATION:** Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
52. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
53. **COMMON CARRIER WAIVER:** In the event Bidder and its employee's will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Bidder, during the base contract term and any renewal period, then Bidder may complete the Common Carrier Insurance form included herein to request an exemption from the IFB's insurance requirements described the Insurance Certification Form.
54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

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

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

55. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience
56. **RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT'S BUY AMERICAN PROVISION:** To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Bidder certifies that each item contained in its Bid complies with Richard B. Russell National School Lunch Act's Buy American Provision and that at least 51% of the content of each item contained in its Bid consists of agricultural products that were grown domestically. Bidder shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Bidder shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.
57. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm). The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

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

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

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

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

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

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

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

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

59. **LIFE CYCLE COSTING:** If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
60. **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 SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
61. **RECORDS RETENTION AND ACCESS:** Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.
62. **CONFIDENTIAL INFORMATION:** Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following expiration of said contract, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information.

With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment.

63. **FLORIDA PREFERENCE:** When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award. This statute may be viewed by accessing the following web site:

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0200-0299/0287/Sections/0287.084.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0287/Sections/0287.084.html).

ITEMS 64-66 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).

64. **COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)):** All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations, 29 CFR, Part 3. This applies to all construction and repair work >\$2,000.
65. **DAVIS BACON ACT (34 CFR 80.36(I)(5)):** All Bidders and their subcontractors shall comply with the Davis Bacon Act (40 U.S.C 276a to 276a-7) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000, and requires Bidder and its subcontractors to pay employees not less than the prevailing wages plus fringe benefits published in the applicable Department of Labor wage rate determination document.
66. **CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)):** Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.

ATTACHMENT B  
GENERAL/TECHNICAL SPECIFICATIONS  
IFB 16-23  
BUS HVAC (OEM) PARTS –  
ANNUAL CONTRACT

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

**1. Scope:** The purpose of this IFB is to solicit a source of supply and establish a term contract, at firm price discount, for the purchase and delivery of Mobile Climate Control (MCC) original equipment manufacturer (OEM) parts to the SBAC Transportation Department (hereinafter “Department”). The Department purchases these HVAC replacement parts for the repair of the District’s fleet of approximately 215 school buses. Bids shall only be accepted from authorized distributors or dealers for the specified manufacturer. Bids for other OEM manufacturers or after-market type parts shall not be accepted.

It is the intent of this contract to document the terms of purchase for Bidder and to secure the most favorable discount rate and shipping terms available commensurate with the District’s potential purchasing volume. Bidder shall provide all parts, labor, supervision, transportation, and services that are necessary for the proper execution and performance of the contract.

**2. Tentative Schedule:**

- November 10, 2015 ..... Invitation for Bid Issued
- November 30, 2015 ..... Bid Due Date
- December 02, 2015 ..... Recommendation to School Board
- December 15, 2015 ..... Planned Award Date
- January 01, 2016 ..... Commencement of Services

**3. Basis for Award:** In order to meet the needs of Department, and in the best interest of the SBAC, award shall be made, at the discretion of the Purchasing Department, to one (01) or more responsive and responsible Bidders who comply with the following conditions as listed in descending order of preference:

- A. Offers a competitive discount that results in favorable net delivered pricing to the District;
- B. Accepts the District’s Visa™ Purchasing Card;
- C. Accepts official District Purchase Orders;
- D. Provides the level of service required by District in regards to:
  - Parts availability;
  - Stocking inventory level;
  - Delivery time for normal and special orders;
  - Order processing;
  - Product sales expertise and support;
- E. Accepts and complies with all terms and conditions of this IFB.

The District may consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications. SBAC reserves the right to make sole and final determination to reject or accept any Bid or part thereof, and to make award to a single Bidder or multiple Bidders that in its judgment, comply with all conditions, and offer the best price savings and parts availability to the District.

Upon award of contract, a summary listing awarded Bidder(s), discount offered, and delivery information shall be disseminated to Department for consideration in making parts acquisition decisions. As need arises, the Department shall refer to the summary in fulfilling their requirements, with first preference given to the awarded Bidder offering highest discount, taking into consideration parts availability and urgency of need.



**4. Contract Term:** The contract term shall be approximately one (01) year, beginning January 01, 2016 and ending December 31, 2016. The contract may thereafter be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least thirty (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon the School Board.

**5. Contract Value:** It is estimated that the total expenditure in the District for these services for the 2014/15 fiscal year was approximately \$31,000.00. This estimate is intended as a guide in submitting your Bid. Even though this estimate is based on actual historical usage, it does not constitute a guarantee of purchase, and actual expenditures may be more or less than indicated. No volume of services is guaranteed nor implied by SBAC under this contract.

**6. Contract Management:** All activities relating to the acquisition of vehicle parts shall be initiated and coordinated by one (01) or more designated personnel of the Transportation Department (hereinafter "District Representative") under the direction and authority of the Transportation Manager/Maintenance.

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

- A. Established Business: Bidder shall be an established firm, whose sole or primary business includes the provision of school bus OEM replacement parts to commercial (business/institutional) accounts. Bidder shall have been successfully engaged in business as the same legal entity within the State of Florida for a minimum three (03) consecutive years. Demonstration of past successful experience with commercial accounts similar in the scope of this contract shall be required. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. Product Line – If not a manufacturer, Bidder shall be an authorized stocking OEM dealer for the manufacturer Mobile Climate Control for the duration of the contract. By signing this Bid, prospective Bidder is certifying that they are an authorized seller and in "good standing" with the manufacturer, and are approved to represent the manufacturer's full product line to the District. As evidence of this, SBAC reserves the right to request Bidder to provide a letter of verification from manufacturer;
- C. Location: Bidder shall be located and maintain a fully operational service parts inventory facility within reasonable proximity (contiguous counties) of Alachua County to ensure compliance with the service requirements of contract. SBAC reserves the right to waive this requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service in support of this contract;
- D. Service: Bidder shall have at time of Bid due date, adequate organization, facilities, and personnel to ensure competent, prompt and efficient service to the District in support of this contract. The criteria used in determining service level shall include, but not be limited to: parts inventory levels; mode of transportation; delivery promptness; order fill rate; accuracy of pricing procedures; correct order delivery; and, customer service responsiveness. Specific qualification criteria as appropriate to personnel and service is further delineated herein;
- E. Accounting Practices – Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilization reports, credits and other data necessary to accomplish cost audits on parts being purchased;
- F. Financial Capacity – Bidder shall have the financial capacity to establish and maintain credit lines as required by manufacturer and have financing adequate to purchase items in the most economical quantities.

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

**8. Non-Exclusivity:** It is the intent of the District that this contract be considered a non-exclusive agreement between the parties. SBAC reserves the right to establish a separate line item Bid for any products or categories of products available in this IFB, in lieu of any offer received or award made, should it afford an economic advantage to the District. Furthermore, SBAC reserves the right to purchase products from any other source or via any other procurement method deemed to be in its best interest, without penalty or prejudice to SBAC: (A) if Bidder is not able to deliver product in the time and manner as specified, or; (B) in cases of emergency, or; (C) in fulfillment of Board Policy.

**9. Product:** Manufacturer's names, trade names or brand names stated in the specifications are for the purpose of describing HVAC (OEM) replacement parts that are currently required to maintain the District's school bus fleet. Parts furnished under these specifications shall be only those parts furnished in representative quantities as standard original equipment by the manufacturer Mobile Climate Control. No other manufacturer or brand names shall be considered or accepted. Bids received for which substitutions have been made for manufacturer, trade or brand names shall be considered non-responsive.

Unless otherwise specified, all purchased parts shall be factory new and unused, the latest model, first quality and fresh stock (< 6 months, as indicated by manufacturer ship date). Parts and components thereof shall be designed to give satisfactory service when installed on District school buses and when operated under conditions for which they were designed. Servicing, adjustment, and replacement shall be readily available when required under warranty. Each part or part packaging shall be marked with the manufacturer name or trademark, part number and description. Parts not showing name of manufacturer are unacceptable.

Refurbished, remanufactured or discontinued parts, even though represented as OEM parts, shall not be acceptable unless approved by Department. Any such parts that are received and have not been approved by Department shall be returned to Bidder at no cost to the District. It is agreed and understood that all parts furnished in the performance of contract must meet or exceed OEM specifications.

**10. Product Warranty:** (Reference Attachment A, "25. Condition of Product/Services": In addition... All parts shall carry the manufacturer's standard warranty which shall apply from the date of vehicle installation. During warranty period, Bidder shall replace any defective product without cost to the District with the understanding that all replacements shall carry the same guarantee as the original products. Bidder shall make any warranty replacements within five (05) business days of notification from District. Bidder shall resolve all matters regarding materials facts and issues with the manufacturer without the involvement of the District, and shall have direct responsibility for the remedy of all warranty issues. Bidder shall offer District any other warranty exceeding that of the manufacturer that is provided to the general trade or volume accounts.

#### **11. General Service Requirements:**

- a. **Bidder Availability:** Bidder shall designate one (01) Account Representatives who shall be responsible for assisting District matters regarding order processing, order expediting, quality control, billing, and other service related issues. The representative shall be the liaison between the Bidder and Department on all matters pertaining to this contract. Designated representative shall respond to all requests for assistance within twenty-four (24) hours of initial contact.
- b. **Communications:** Bidder shall maintain a staffed toll-free telephone and facsimile terminal by which the District may directly and immediately communicate requirements and other messages with sufficient, trained and responsible personnel during normal business hours (Monday – Friday). Email may also be an acceptable form of communication.
- c. **Technical Support:** Technical support shall be available directly from manufacturer on all products provided under this contract. Bidder shall provide manufacturer contact information to District upon request.
- d. **District Calendar:** Each year, the District is closed for Thanksgiving, Winter and Spring holiday breaks, as well as other customary holidays. A complete listing of holiday schedules can be found at [www.sbac.edu](http://www.sbac.edu). It shall be the responsibility of Bidder to maintain a current SBAC calendar and to stay informed of Department operating hours.

- e. **Parts Ordering:** All parts orders shall be placed by designated personnel of the Transportation Department on an “as needed” basis via Visa™ Purchasing Card or official hard-copy District line-item/blanket Purchase Order. It shall be the responsibility of Bidder to immediately notify Department of any anticipated delivery delays.
- f. **Inventory Stock:** Bidder shall maintain sufficient quantities of parts or have the ability to acquire parts to ensure timely delivery in order to prevent any interruptions of daily operations. Bidder shall indicate on Form of Proposal any parts categories that are excluded should availability be limited.
- g. **Delivery:** All parts orders shall normally be filled complete (at 100%) and unless otherwise directed be delivered to: School Board of Alachua County, Attn: Transportation Department, 1800 SE Hawthorne Road, Gainesville, FL, 32641. Orders delivered without authorization may be refused at the discretion of the SBAC. No over-shipments are allowed unless approved prior to delivery.
- h. **Delivery Time:** Time of delivery is an essential condition of this contract. Delivery shall be made during regular business days and hours of operation, Monday through Friday, 7:30 a.m. to 5:30 p.m. Parts orders shall normally be delivered within two (02) business days of receipt of order. Orders for parts not in stock shall normally be delivered within four (04) business days of receipt of order. Any delay of delivery beyond time as specified may result in cancellation of order depending on urgency of need. Failure of Bidder to properly notify or repetitively comply with delivery time requirement, for any reason not acceptable to the District, may be deemed as a default of contract.
- i. **Backorders:** Any order processed by Purchase Order that cannot be delivered within the established delivery timeframe shall be considered a backorder. Bidder shall notify Department of any backorders and apprise them of expected delivery date prior to close of business hour on date of order. When partial orders are delivered, items backordered shall be clearly indicated on packing slip. Upon notification, the parts order for backordered items shall be approved or canceled, depending on urgency of need. Backorders for purchases made with Visa™ Purchasing Card are strictly prohibited.
- j. **Special Orders:** Bidder shall have the ability to make expedited delivery of parts in stock within twenty-four (24) hours of request. Unless as otherwise permitted and expressly stated herein, special orders shall be made at no additional charge to the District. It is understood that special orders requiring expedited delivery by parcel delivery service (i.e., UPS Next-Day) shall be at the expense of SBAC, if authorized in advance by Department. In such case, the Department reserves the right to select the mode of transportation that is most cost effective. All authorized special order shipping charges shall be shown as a separate line item on invoice. As condition of payment, SBAC may require Bidder to provide as verification a photocopy of actual shipping invoice.
- k. **Parts Substitutions:** No parts shall be delivered other than those specifically ordered without prior approval of Department. Any substituted part that has been received without such approval shall be returned to Bidder at no expense to the District.
- l. **Dead-On Arrival:** Any part received in an inoperable condition or which ceases to operate within five (05) business days of initial installation shall be considered dead-on-arrival (DOA). It shall be the responsibility of Bidder to replace DOA parts with new parts identical to that ordered within five (05) business days of notification. Bidder shall be responsible for all shipping charges associated with the return of DOA parts.
- m. **Returned Parts:** The District reserves the right to return delivered parts, for any reason, for full credit within ten (10) business days of receipt of order. Bidder may impose a restocking fee not to exceed twenty percent (20%) of the original cost of item for any parts returned after ten (10) business days. Bidder shall disclose any stocking fee charge at time of return authorization. Product shall be returned in new, unused, and saleable condition, and in the original factory sealed packaging. It is understood that the District shall be responsible for any customary and reasonable shipping charges incurred with the return of product.
- n. **Packaging:** Parts shall always be packaged in manufacturer’s standard unopened, sealed dry packaging, in accordance with good commercial practice to protect from damage during transit. Packaging shall have all tags and labels intact and legible, and be clearly marked on the outside with the SBAC purchase order number or other reference order number. Delivered parts shall be in clean condition, free of dirt, grease, or other foreign particles.

- o. **Invoices:** Reference Attachment A, “42. Invoices”. In addition... Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. Bidder shall ensure that all invoices are submitted in entirety to Department at time of delivery or within ten (10) business days to: School Board of Alachua County, Attn: Finance Department, 620 East University Ave., Gainesville, FL 32601. Invoices may also be sent via email to: [accountspayable@gm.sbac.edu](mailto:accountspayable@gm.sbac.edu).

Invoices shall contain sufficient information, as required by the District, to accurately determine product unit cost based on established discount. Invoices shall contain, at minimum, the following information: purchase order number; invoice number; invoice date; parts description; parts reference number; quantity; parts net delivered price; and total invoice price. Invoices must be legible and extensions accurately computed for each item. Invoices that are received by the District that are not properly and correctly prepared may cause delay of payment. Parts shall not be left without having an invoice or delivery ticket signed by authorized Department personnel.

- p. **Invoice Verification/Correction:** It shall be the responsibility of District Representative to verify and approve all invoices and notify Bidder should any billing errors be discovered. Bidder shall promptly resolve any and all billing discrepancies.
- q. **Auditable Records:** Bidder shall maintain such financial and other records as may be prescribed by the District any by applicable Federal and State laws, rules and regulations. The Department shall regularly audit sales invoices to verify price accuracy. It shall be the responsibility of Bidder to maintain auditable sales records that can adequately support the determination of invoice unit cost. All records shall be kept in accordance with generally accepted accounting principles. At minimum, all records shall be retained for a period of three (03) years from final contract payment. These records shall be made available with reasonable notice for examination, transcription, and audit by the District, its designees, or other entities authorized by law. Copies of records shall be made provided to the District within five (05) business days of request. Failure of Bidder to provide auditable records in the time and manner that is acceptable to the District shall be grounds for termination of contract.

**13. Discount:** Bids shall be submitted in the form of discount off (-) manufacturer’s current, unaltered, published Mobile Climate Control Parts Price List, in general circulation, and in effect at time of product ordering. Bids offered in any other form (i.e., cost plus, jobber, etc.) shall not be considered. Bidder shall offer a specific discount percentage (%) amount, out to the tenths digit (i.e., 25.1%) which shall apply to the entire manufacturer’s product line regardless of stock status. Discount shall remain firm throughout the term of the contract. It is understood that manufacturer’s list prices may be updated and changed on a periodic basis. Such changes shall not be selective to SBAC, but must apply to manufacturer’s entire customer base.

The following terms and conditions shall prevail in the performance of contract and be considered in Bid response:

- **Competitive Discount:** Bidders are requested to offer the District the maximum discounted pricing available, commensurate with the potential purchasing volume and offered to other commercial accounts of equal or greater than the District. SBAC reserves the right to reject any and all Bids that, in its opinion, do not afford a price advantage to the District compared to general trade and other commercial accounts with lesser purchasing volume. In making such determination to reject Bid, consideration shall be given to catalog price structure, product offering, equity with other commercial accounts, and Bid respondent competition.
- **Minimum Orders:** Discount offered shall be based on a minimum order amount of twenty-five dollars (\$25.00) or less. Minimum order requirements exceeding this amount may be a factor in award. The District recognizes that shipping is a significant overhead cost component and shall make every reasonable effort to maximize orders when feasible.
- **Freight Terms:** All orders shall be shipped F.O.B. Destination inside delivery, freight prepaid and included, with title to goods transferring to the District at time of receipt and acceptance. No common carrier charges shall be honored by SBAC, and any shipping charges billed to the District shall be refused payment.
- **Quantity Discount:** Bidder is encouraged to offer additional quantity discounts for one time delivery of large single orders of single items or any assortment of items. It is anticipated that Department shall periodically solicit quotations for large volume orders based on quantity discount. Bidder may list quantity discount on Form of Proposal or choose to offer discount on a quote basis at time of order.

- **Advantage Discounts:** Bidder shall pass-on to the District all rebates and special promotions offered by the manufacturer. The District shall accept any additional discounts and price incentives offered by Bidder provided that the new pricing is lower than what would otherwise be available through the contract. In the event “special” price promotions or discounts are to the general trade or other commercial accounts during the term of contract for substantially the same or smaller quantity of specified products, than Bidder shall offer and pass all such savings on to the District. It is understood that this special pricing may be of limited duration and that the standard contract pricing shall prevail at the end of special sales program.

**14. Exceptions:** Bidder may propose exceptions to the terms and conditions as specified herein if such exceptions are standard practice in the normal course of business. Any proposed exceptions to the terms and conditions should be clearly delineated on Form of Proposal or by attachment thereto. Failure to so indicate any exceptions shall be construed to mean acceptance. All noted exceptions or deviations shall be considered by the Purchasing Department during the Bid evaluation process and may be a factor in award. SBAC reserves the right to make sole and final determination to accept, reject or negotiate any or all proposed changes to the terms and conditions of IFB as deemed to be in the best interest of the District.

**15. Price:** The unit price, as indicated on invoice, shall be determined by applying the discount percentage (%) bid to the manufacturer published list price to obtain the net delivered price. Unit price shall be easily derived and verifiable from a documented source that is readily accessible. In no case shall unit price exceed calculated price based on proposed discount. Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all order processing, handling, supervision, delivery, insurance, profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein.

**16. Parts/Price Information:** Bidder shall submit with Bid response one (01) copy of current, unaltered published Mobile Climate Control Parts Price List. Parts/price information shall be provided in hard copy, electronic format, or by Internet access. It is understood that parts/price information shall be subject to change on a periodic basis. Any such changes shall not be selective to SBAC, but must apply to Bidder’s entire customer base. It shall be the responsibility of Bidder during term of contract to provide Department the most current parts/price information as it becomes available from manufacturer. Revised pricing shall not apply to orders that have been submitted prior to effective date of change. Bidder shall not quote prices from any price list that has been superseded unless it is to the economic advantage of the District. Failure to provide proposed parts/price information as specified may cause Bid to be nonresponsive.

**17. Service Complaints:** All performance related complaints shall be reported by the District 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.

**18. Habitual Violator:** Reference Attachment A, “47. Termination for Default”: In addition... Should the District determine that the number of complaints at any District site 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.

ATTACHMENT C  
 FORM OF PROPOSAL  
 IFB 16-23  
 BUS HVAC (OEM) PARTS –  
 ANNUAL CONTRACT

**Instructions:** Bids shall be submitted in the form of discount off (-) manufacturer’s current, unaltered, published Mobile Climate Control Parts Price List, in general circulation, and in effect at time of product ordering. Bids offered in any other form (i.e., cost plus, jobber, etc.) shall not be considered. Bidder shall offer a specific discount percentage (%) amount, out to the tenths digit (i.e., 25.1%) which shall apply to the entire manufacturer’s product line regardless of stock status. Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all order processing, handling, supervision, delivery, insurance, profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein.

Manufacturer	Discount (%) off mfg. list price
Mobile Climate Control, complete parts line	%

MCC Catalog Title: \_\_\_\_\_ Volume #/Date: \_\_\_\_\_

Minimum Order Amount \$ \_\_\_\_\_ per order

Discount Exceptions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Quantity Discount offered?  Yes  No

Minimum order amount that qualifies for quantity discount: \$ \_\_\_\_\_

Quantity discount shall be offered on a:  Quote basis at time of order  Available as follows: \_\_\_\_\_  
 \_\_\_\_\_

Additional Charges that may apply: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Bidder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued.

Bidder shall acknowledge receipt and acceptance of any addenda issued in the spaces provided below.

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

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

**QUESTIONNAIRE**

**Bidder Instructions:** Bidder shall provide all information as requested below which shall also serve as a basis for order processing. Failure to indicate any exceptions shall be construed to mean acceptance of terms and conditions as specified. However, the inclusion of any additional terms and conditions not specifically allowed shall not be automatically accepted and may cause rejection of Bid. Should sufficient space not be provided to enable a complete response, Bidder may submit an attachment as an addendum to Bid response.

**Business Operations**

Bidder is a:  Manufacturer  Authorized Mobile Climate Control Dealer

Does your firm currently stock MCC bus parts?  Yes  No

If yes, parts availability at firm's warehouse facility shall be  unlimited  limited

Is your business office staffed during regular business hours?  Yes  No Hours: \_\_\_\_\_ to \_\_\_\_\_

**Experience**

Years in business under present name: \_\_\_\_\_

Years providing products/services within the State of Florida: \_\_\_\_\_

Is your firm currently providing services to any commercial accounts within Alachua County?  Yes  No

Has your firm ever done business with the District?  Yes  No

Does your firm currently have contracts with any school districts within State of Florida?  Yes  No

Is yes, list primary contract(s): \_\_\_\_\_

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**Designated Account Representative**

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

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

Email: \_\_\_\_\_

**Designated Account Representative (Inside Sales)**

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

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

Email: \_\_\_\_\_

**Parts Ordering/Availability**

Requests for assistance with parts ordering/availability should be directed to:  Account Representative

Account Representative (Inside Sales)  Other: \_\_\_\_\_

**Parts Facility**

Address of primary facility for which OEM parts shall be provided under this contract:

Company: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Purchase Orders**  Check  if same as "Parts Facility"

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

**Purchasing Card**

Does your firm currently accept Visa™ Purchasing Card as form of payment?  Yes  No

Exceptions: \_\_\_\_\_

**Parts/Pricing Information** (Check  as applicable)

Parts Information shall be provided in the following format:  Manufacturer Published Catalog

On-line Catalog Website  Electronic Catalog

Pricing shall be verified by accessing the following:  Manufacturer Published Catalog

On-line Catalog Website  Electronic Catalog

**Ecommerce** (Check  as applicable)

Internet URL: \_\_\_\_\_

Available online:  Parts List  Parts availability  Parts list pricing  Discounted Pricing

Can product orders be placed online?  Yes  No If yes, with  P-Card  Purchase Order

Exceptions: \_\_\_\_\_

Please include as an attachment to Bid response an explanation of your firm's on-line ordering process and requirements, including any procedures that apply to P-Card purchases.

**Discount**

Is discount offered equal to or greater than that offered other commercial accounts of equal or greater size of District?

Yes  No

**Delivery**

Delivery shall normally be made by:  Own vehicle  Express (UPS, etc.)  Other: \_\_\_\_\_

Delivery for parts in stock shall normally be \_\_\_\_\_ business days from receipt of order.

Delivery for parts not in stock shall normally be \_\_\_\_\_ business days from receipt of order.



**Special Delivery**

Expedited delivery of parts in stock shall normally be within \_\_\_\_\_ hours of receipt of order.

Expedited delivery of parts not in stock shall normally be within \_\_\_\_\_ hours of receipt of order.

**Returned Parts**

Parts may be returned within \_\_\_\_\_ business days of receipt of order.

Exceptions: \_\_\_\_\_

Does your company charge a re-stocking fee for returned items?  Yes  No

If yes, re-stocking fee is \_\_\_\_\_ % of total cost of item ( $\leq 20\%$ ).

**Warranty**

State guarantee/warranty policy: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Exceptions:**

List any proposed exceptions to the terms and conditions as specified in IFB: \_\_\_\_\_

\_\_\_\_\_

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