



Collier County  
Public Schools  
Purchasing

## INVITATION TO BID

<b>Bid Number and Title:</b> #26-125 Classroom Supplies & Equipment Catalog Discount	<b>Posting Date:</b> June 22, 2026
<b>Bid Due Date &amp; Time:</b> 2:00PM, Tuesday, July 14, 2026 <i>ITBs received after this time and date will not be accepted</i>	<i>Florida Tax Exempt #85-8012621827C-2 A 188126 (Federal) FEID 59-6000557</i>

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District shall contact the Purchasing Department at (239) 377-0047, at least five (5) business days prior to the scheduled opening or meeting.

### Acknowledgement

**This acknowledgement MUST be completed, signed, and returned with submittal. Failure to do so will be cause for rejection of bid.**

<b>Company Name:</b>	<b>E-VERIFY # (Information or #):</b>		
	<b>Federal Employer Identification Number (EIN)<sup>1</sup>:</b>		
	<b>Phone #:</b>		
<b>Street Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>E-Mail Address:</b>	<b>Website (optional):</b>		

I certify that this bid is made without prior understanding, agreement or connections with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to Collier County Public Schools (CCPS) the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to CCPS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by CCPS. At CCPS's discretion, such assignment shall be made and become effective at the time CCPS tenders final payment to the bidder.

X	
Authorized Signature (Manual)	Date
Typed / Printed Name	Title

**NO BID:** I hereby submit this as a "NO BID" for the reasons checked below:

<input type="checkbox"/>	1. Specifications were unclear or restrictive	<input type="checkbox"/>	6. We do not offer the product or service requested
<input type="checkbox"/>	2. Our schedule will not permit us to respond	<input type="checkbox"/>	7. Cannot supply at this time.
<input type="checkbox"/>	3. Could not meet specifications	<input type="checkbox"/>	8. Cannot meet delivery schedule
<input type="checkbox"/>	4. Terms & Conditions were unclear or restrictive	<input type="checkbox"/>	9. Other/Remarks:
<input type="checkbox"/>	5. Could not meet Insurance requirements	<input type="checkbox"/>	

<sup>1</sup>Bidder shall supply an executed recent copy of IRS Form W-9 (Rev. March 2024), with submittal. Visit <https://www.irs.gov/> for more information on Form W-9.

**Instructions for Submittal** – *BIDDER MAY SUBMIT RESPONSES AT ANY TIME PRIOR TO THE DUE DATE AND TIME.*

**1. VENDORLINK**

- a. CCPS has partnered with VendorLink and utilizes an **e-Procurement Portal** for publishing and receiving all vendor responses to solicitations. Vendors shall visit, register, and create an account, at no cost to the vendor, on CCPS's VendorLink portal. To register and respond to this solicitation please visit:

<https://www.myvendorlink.com/agencies/collierschools/searchsolicitations>

- b. By registering with VendorLink, the vendor will be able to participate in this opportunity and receive notifications for information on this solicitation, addendums, and award information.
- c. Further information on VendorLink and the partnership with CCPS may also be found on:

<https://www.collierschools.com/exploreccps/budget-and-finance/purchasing/ccps solicitations>.

**2. ELECTRONIC SUBMITTAL**

- a. All responses to this solicitation must be submitted through the e-Procurement Portal. HARD, MAILED, OR DELIVERED COPIES TO CPPS WILL NOT BE ACCEPTED. All bidders are solely responsible for maintaining, up-to-date and accurate information on the e-Procurement Portal and may edit their profile at any time.
- b. It is the vendor's responsibility to ensure it understands and can utilize the portal. Responses may be submitted at anytime after the solicitation has been posted. All responses will remain sealed until the electronic bid opening due date and time. CCPS strongly recommends all vendors register, log-in and navigate within the portal to become familiar with the system and how to submit its responses.
- c. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE ITS RESPONSE HAS BEEN SUBMITTED AND COMPLETED IN FULL. PLEASE NOTE THE ELECTRONIC PLATFORM WILL NOT ALLOW SUBMISSIONS OR THE UPLOADING OF DOCUMENTS AFTER THE BID DUE DATE AND TIME. ANY INCOMPLETE BID WILL NOT BE CONSIDERED.**
- d. **PLEASE NOTE, CCPS disclaims any responsibility of the electronic platform, or for any electronic bid not properly submitted by the due date and time within the platform. ALL SUBMITTALS, BIDS, OR PROPOSALS, ARE REQUIRED TO BE SUBMITTED BY THE DUE DATE AND TIME AS LISTED IN THE SOLICITATION.**
- e. All bidders should be forewarned when submitting their bid, that additional time may be necessary to ensure it is properly uploaded and submitted by the due date and time. This includes any additional requirements or time to navigate the procurement portal.
- f. The CCPS portal clock is the official timekeeper for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline.

**3. QUESTIONS & ADDENDA**

- a. All questions pertaining to this solicitation shall be submitted through the portal. All questions must be submitted by the appropriate due date and time as described herein.
- b. All questions will be answered via the portal and posted accordingly. Registered vendors will receive notifications on Q&A, addenda, or other information is posted by CCPS.

**4. PORTAL ASSISTANCE**

For technical assistance with the e-Procurement Portal registration or for further information on VendorLink, additional assistance, and to learn more about vendor accounts, notifications and other related information, the vendor may navigate to the VendorLink Help Center. If additional help is needed, please visit VendorLink support at [support@evendorlink.com](mailto:support@evendorlink.com).

## Section 1 - General Conditions & Instructions

\*\*\*PLEASE READ CAREFULLY\*\*\*

Failure to meet the following instructions may be cause for rejection of bid.

### CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitations to Bids (ITB), Request for Quotes (RFQ), Request for Proposals (RFP), Request for Qualifications (RFQu), and Invitations to Negotiate (ITN) for the provision of goods and services. 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. This cone of silence shall be imposed on these procurements after advertisement of same. See Attached Board Policy 6324.

#### 1.1 Definitions

For this solicitation and evaluation to responses, the following shall apply written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). The word “shall” is always mandatory and not merely a directory. Furthermore, the following words and phrases shall have these meanings:

- a. “**CCPS**” or “**District**” shall mean Collier County Public Schools or the School District of Collier County, Florida.
- b. “**Bidder**” shall mean any person, firm, or corporation who submits a bid according to this solicitation.
- c. “**Contractor**” or “**Vendor**” shall mean any successful awarded bidder, whether a corporation, partnership, individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assignees.

#### 1.2 School Board/District Policies & Administrative Procedures

All School Board policies and/or administrative procedures referenced under this solicitation, if not attached hereto, may be accessed and reviewed at [www.collierschools.com/schoolboard](http://www.collierschools.com/schoolboard) and/or may be provided by the Purchasing Department upon request.

#### 1.3 Website Terms

All website or software terms contained in click-through agreements in connection with Contractor’s services are disclaimed by CCPS to the extent the terms are in addition to, conflict, or are inconsistent with the terms of this Agreement.

#### 1.4 Submissions

- a. **SUBMITTALS MAY BE MADE AT ANY TIME PRIOR TO THE DUE DATE AND TIME.** All submittals will remain sealed per the electronic bidding platform until the due date and time.
- b. Submittals not conforming to the instructions provided herein will be subject to disqualification at the sole option of CCPS.
- c. The bidder, by submitting a bid represents that:
  - i. It has read and understands the solicitation in its entirety and that the Bid is made in accordance therewith;
  - ii. It possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to CCPS
  - iii. It has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the performance of the contract. If the bidder receives an award, failure to have made any necessary investigation/examination will in no way relieve the bidder from its obligations to comply with this solicitation, nor will it be a basis for any claim for additional compensation or relief.
- d. All bids shall be submitted in an electronically via the e-Procurement Portal and received no later than the date and time as indicated herein. Any submittal received after the stated time and date will be rejected. No hard copies of submittals will be accepted.

e. CCPS disclaims any responsibility of the electronic platform, or for any electronic bid not properly submitted by the due date and time within the platform.

f. All bids shall be acknowledged in the portal with all aspects completed and any additional documentation uploaded as requested.

g. Submittals shall contain an acknowledgement/electronic signature, of a representative authorized to legally bind the bidder of all conditions and provisions herein.

h. All uploaded documents shall be in a PDF document compatible with Microsoft 10.

i. If confidential materials are submitted, the bidder may submit a redacted copy and/or label uploaded file as confidential.

j. Once submitted and received by CCPS, all submittals become the sole property of CCPS and may be retained by CCPS or disposed of in any manner as deemed appropriate by CCPS. Furthermore, all items submitted in the proposal shall become the property of CCPS. CCPS has the right to use any and all ideas presented in any reply to this solicitation as it deems necessary and in the best interest of CCPS. Selection or rejection of any response does not affect this right.

k. Neither CCPS nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this solicitation. Bidder(s) should prepare their response simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the solicitation.

l. The use of correction fluid or erasures to correct line-item bid prices and/or quantities is not acceptable. Corrections must be by a strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s), and initialing of the correction(s) by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

#### 1.5 Solicitation Opening, Process, and Posting

a. Bids will be publicly opened in the Purchasing Department, read aloud, and recorded at the time and date indicated within solicitation. Bidder(s) may but are not required to attend. CCPS will not announce prices or release other materials according to 119.07 Florida Statutes.

b. Bids will be analyzed, tabulated, and recommendations for an award, which the Superintendent intends to make to the School Board or the Purchasing Department intends to make for projects less than \$50,000, will be posted by tabulation sheet at the School District of Collier County, Dr. Martin Luther King, Jr. Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as on-line at [CCPS Purchasing Website here](#) and the e-Procurement Portal at [CCPS OpenGov Procurement Portal here](#).

Notification to all bidder(s) will be made through the portal to all who are following the project. Further notification may be made

via email. The date and time from the portal and/or email will constitute the time of notification.

- c. Bidder(s) that believes it has been adversely affected by the recommendation(s) may protest under provisions of Board Policy 6320-Bid Protest attached hereto. Failure to file a protest within the time prescribed in Florida Statute 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.

#### **1.6 Interpretation and/or Modifications to the Solicitation/Inquiries/Addenda**

- a. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained within the solicitation and to fully understand all items hereto.
- b. Any request for interpretation or questions regarding the solicitation, whether technical, procedural, or otherwise, **shall be made in writing** and submitted on the School District's e-Procurement Portal.
- c. All requests, questions, and inquiries shall be received at least seven (7) business days, unless otherwise stated within this solicitation, before the due date.
- d. All questions will be attempted to be answered by CCPS promptly, however, CCPS is not obligated nor liable for the failure to respond to bidders' questions before the due date of the solicitation.
- e. All answers to inquiries will be posted within the portal. Answers may be a reference to the solicitation document where the answer can be found, or if further clarification is necessary, responses will be developed by appropriate CCPS employees and posted in the portal.
- f. The Purchasing Department will make the determination whether an inquiry modifies the specifications and requires an official Addendum. All addenda (if necessary) will be posted within the portal. The Bidder should ensure that all addenda and amendments to the solicitation have been received before submitting its response. CCPS is not responsible to email or mail addenda directly to potential bidders.
- g. It is the responsibility of the bidder(s) to make sure they have all of the addenda associated with this solicitation. Any addenda issued shall be acknowledged and be included in submission, unless otherwise instructed on the addenda. Failure to acknowledge the addenda may result in the rejection of the submittal.
- h. Only interpretations, supplemental instructions, and corrections given in writing by the Purchasing Department representative shall be binding. Bidder(s) and Prospective Contractor(s) are advised that no other source is authorized to give interpretations, supplemental instructions, corrections, or information concerning, explaining, or interpreting the solicitation. Any verbal interpretation/modification will not be considered part of this solicitation and therefore, CCPS will not be held accountable. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- i. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's submittal and shall not be considered in the evaluation of bids submitted and shall be considered inadmissible in bid dispute proceedings. Proposers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this solicitation by any other means than the process described herein.
- j. No addendum will be issued later than three (3) calendar days before the due date for bids, except an addendum withdrawing the solicitation or one that includes the postponement of the date for receipt of bids.

#### **1.7 Award**

- a. The School Board or Purchasing Department reserves the right to award the contract(s) to the bidder(s) that it deems to offer the lowest responsive and responsible bid(s), as defined by this solicitation. The Board and/or Purchasing Department are

therefore not bound to accept a bid based on the lowest price. Award will be made to the lowest responsive, responsible bidder whose bid represents the best overall value to CCPS when considering all evaluation factors that meet or exceed the minimum requirements of this solicitation.

- b. Pursuant to FS 287.05701, the School Board or Purchasing Department, in its decision to award this solicitation, will not request documentation of, consider, or give any preference based on, the bidder's social, political, or ideological interests.
- c. The School Board or Purchasing Department will award contract(s) based on bid pricing, qualifications, and references, as well as the bidder's ability to meet or exceed the minimum requirements of this solicitation.
- d. During the evaluation and review of the bid(s), CCPS may consider any information or evidence which comes to its attention. This information may be utilized in determining the bidder's capability to fully perform the services of this solicitation and/or the bidder's level of integrity and reliability that is required to assure satisfactory performance of any award or contracts produced from this solicitation.
- e. To be considered for an award, each bidder must fully complete the solicitation and provide all necessary documentation to fully demonstrate the bidder's capabilities and qualifications. Failure to complete solicitation or supply the required documentation will be grounds for the rejection of the bid.
- f. CCPS retains the option of awarding a single contract, based on the overall low bid for all items, or awarding multiple contracts, based on the low bid per item, group of items, or any combination thereof. Furthermore, CCPS reserves the right to award to primary and alternate vendors to ensure a source of supply is readily available.
- g. This solicitation does not commit the School Board to make an award nor shall CCPS be responsible for any cost or expense incurred by any contractor before the execution of a purchase order or contract agreement.
- h. The obligations of CCPS under an award of this solicitation are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available funding.
- i. All award(s) made as a result of this solicitation shall conform to applicable School Board Policies, State Board Rules, and State of Florida Statutes.
- j. CCPS reserves the right to award only a portion of the items and/or services specified if it is deemed to be in its best interest.

#### **1.8 Funding Out/Termination/Cancellation**

- a. Florida Laws prohibit public employers from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- b. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- c. The following funding out provisions are an integral part of this solicitation and must be agreed to by all respondents: CCPS may, during the contract period, terminate or discontinue the services covered in this proposal at the end of CCPS's then current fiscal year upon ninety (90) days prior written notice to the successful respondent. Such written notice will state:
  - i. That the lack of appropriated funds is the reason for termination, and
  - ii. "This written notification will thereafter release CCPS of all further obligations in any way related to the services covered herein."
  - iii. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

**1.9 Submittal Withdrawal**

No bid or submittal shall be withdrawn without the consent of CCPS for forty-five (45) days after the opening of bids. All prices shall remain firm within the period stated for purposes of analysis and determination of the lowest and best bid.

**1.10 Submittal Rejection**

CCPS reserves the right to reject all bids, in whole or in part, and to waive any bid formalities. Furthermore, CCPS reserves the right to re-advertise for other bids or to bid separately on any projects deemed to be in the best interest of CCPS.

**1.11 Unreasonable Solicitation**

CCPS is not bound to accept any bid, quote, or proposal it may receive under this solicitation. Also, CCPS will reject submittals that are considered to have been priced unreasonably low and will determine the vendor to be Non-Responsive. Unreasonable low pricing shall be at the determination of CCPS.

**1.12 Non-Exclusive Contract**

Any contract award(s) resulting from this solicitation shall **not** be construed as an exclusive means for CCPS to acquire services, equipment, supplies, commodities, and/or maintenance and related services for such items, as outlined in this solicitation. CCPS reserves the right, during the term of this contract, to issue separate formal and/or informal competitive solicitations for the acquisition of these services or commodities. Furthermore, CCPS reserves the right to enter into purchase agreements for these commodities / services based on awards made by the State of Florida, other governmental entities, other CCPS awards, or contracts available through national purchasing alliances.

**1.13 State of Florida Purchasing Agreements/Contracts**

The State of Florida purchasing agreements and contracts available under FS 287.056 have been reviewed.

**1.14 Assignment**

The bidder(s) obligations under resulting contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of CCPS.

**1.15 Termination of Contract**

- a. In the event the successful contractor violates any of the provisions of the contract, CCPS may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for intention to terminate the contract, and, unless five (5) days after serving such notice upon the bidder, such violation(s) cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said five (5) days, cease and terminate, but the liability of such bidder and his surety for all such violation(s) shall not be affected by any such termination.
- b. CCPS shall retain the right to terminate the contract without cause, with thirty (30) days of written notice. If said contract should be terminated for convenience as provided herein, CCPS will be relieved of all obligations under said contract. CCPS will only be required to pay to the Contractor the amount of the contract performed to the date of termination.
- c. A repeated instance of failure to perform may result in immediate cancellation of the contract and removal of the Contractor from consideration on other CCPS contracts for a duration of the contract period or for three (3) years, whichever is longer, at the discretion of the Director of Purchasing.
- d. Any apparent and/or clear violation of any of the items listed herein or board policy may be grounds for immediate termination of the entire contract or site where the violation occurred. Any such cancellation will be grounds for the company to be barred from doing any type of business with CCPS, for a period of time as determined by the Director of Purchasing.
- e. In the event the Contractor wishes to terminate the contract, it must submit its request in writing to the Purchasing Department. The request must give a 30-day notice of

cancellation and should list any reasons why the contract is being terminated. Failure to give proper notice may result in the withholding of monies owed or reduction of monies owed for any expense incurred from failure to submit a proper notification of cancellation.

**1.16 Pricing**

- a. All pricing submitted will be firm for the duration of the contract.
- b. Pricing shall be based on FOB Collier County, Florida, and will include all packaging, handling, shipping charges, and delivery to any point within Collier County, Florida, to a secure area or inside delivery. No other additional monies will be permitted.
- c. CCPS is exempt and does not pay Federal Excise and State of Florida Sales taxes. Certificate of exemption available upon request.
- d. Any discrepancy or error in bid pricing, the unit price will govern. All calculation errors will be recomputed by the Purchasing Department.

**1.17 Tie Bids/Pricing**

If a tie bid, either lump sum, total, or unit price per item, is discovered, the deadlock will be decided upon using the following order:

- a. Bidders that certify it is a drug-free workplace.
- b. Bidders that receive the larger majority of dollar awards on other items within the solicitation.

All else being equal, a coin toss will be made to decide the award.

\*Not applicable when purchase is made with USDA funds.

**1.18 Additional Terms**

CCPS reserves the right to reject offers or bids containing alternative terms or conditions, or additional terms and conditions contradictory to those requested in the solicitation.

**1.19 Content of Solicitation/Bidder Response**

The contents of this solicitation, all terms, conditions, specifications, and requirements included herein, and the accepted and awarded response thereto will be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS & INSTRUCTIONS."

**1.20 Order Placement, Purchase Orders, and Procurement Cards**

Award does not constitute any order(s). After approval of an award has been made of this solicitation, CCPS will place orders utilizing one of the following procedures:

- a. *CCPS issued purchase orders* (blanket or normal): Purchase orders will be either a blanket purchase order to cover a specific time and dollar amount for multiple purchases against it, or a normal purchase order that is issued for specific items.
- b. *School/Site-based internal account purchase order*: A specific site or school will issue a purchase order through the site's bookkeeper and will be processed at the school level. Please note that schools may vary in their ordering and payment procedure.
- c. *Procurement Card*: Sites or departments may place orders utilizing a CCPS-issued procurement card. Only authorized staff will be allowed to submit orders via the procurement card. The bidder, by submitting a proposal, agrees to accept p-cards as a manner of ordering and payment, and may not add additional handling charges or service fees to purchases made with procurement cards. Furthermore, refusal to accept this condition may be cause for rejection of bid and/or termination of contract.

**The contractor (s) shall not provide any items or services, on any CCPS initiated order without one of the above ordering methods. It will be the responsibility of the Contractor to fully understand the order and how and when to process it according to how the order is placed.** Failure to allow orders placed by any of the above methods may be cause for rejection of bid and/or termination of the contract. Furthermore, an awarded vendor shall never change, alter, increase,

or exceed a purchase order without the expressed written authorization of the Purchasing Department.

**1.21 Survivability**

The Consultant/Contractor/Vendor agrees that any purchase order that extends beyond the expiration date of the original solicitation or contract expiration will survive and remain subject to the terms and conditions of this agreement until the completion of a project and/or termination of said purchase order.

**1.22 Invoicing & Payment**

- a. The contractor will be required to submit invoices as it supplies/services CCPS. All invoices and correspondences shall be legibly written, typed, or computer-generated and dated.
- b. All invoices shall reference a valid/current purchase order number. Failure to provide a current purchase order will be cause for delay in payment or non-payment.
- c. Invoices and statements shall be mailed directly to:  
Collier County Public Schools  
Accounts Payable Department  
5775 Osceola Trail  
Naples, Florida 34109
- d. Invoices shall reference a CCPS-issued incident or work order number when applicable.
- e. The contractor shall issue separate invoices for each purchase order number unless special instructions are given.
- f. Payment will be made within thirty (30) days after acceptance of the invoice.
- g. Invoices that do not reference valid purchase order numbers or which are erroneous (incorrect pricing, additional fees, incorrect purchase order) may be returned to the Contractor for resolution. Payment will not be made until all discrepancies are corrected and approved.
- h. All invoices will be itemized to reflect all rates or discounts per this solicitation. Lump-sum invoices will not be accepted. Failure to provide itemized invoices will be cause for delay in payment or non-payment.

**1.23 Hold Harmless & Indemnification Agreement**

CCPS and the contractor do hereby agree to indemnify and hold harmless the other, its employees, agents, officials and related entities from and against any and all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and expenses as incurred) which it or any of them may incur or be obligated to pay in any action, claim or proceeding against any of them by a third party, for or by reasons of their negligent acts, whether of omissions or commission, arising out of related to, or in connection with this solicitation and any subsequent contract/agreement or any other circumstances arising out of related to, or in connection with this solicitation and any subsequent contract/agreement.

**1.24 Protection of Property**

The contractor shall at all times guard CCPS property against damage or loss to property. The contractor shall replace any loss; repair any damage to CCPS property, attainable to the contractor or its associate(s). CCPS may withhold payment or make such deductions, as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor.

**1.25 Safety Standards**

The bidder warrants that the products/services supplied to CCPS shall conform in all respects to the standards outlined in the Occupational Safety and Health Act, as amended. Failure to comply with this condition will be cause for termination of the contract.

**1.26 New Items/Warranty**

- a. Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to CCPS under this solicitation are NEW, not used, or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods,

materials, supplies, or components offered are current production models of the respective manufacturer.

- b. Bidder agrees that, the product and/or service furnished as a result of this solicitation and award thereto, is NEW and shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to CCPS by any other provision of the solicitation.

- c. During the warranty period, the Contractor must repair and/or replace any faulty item without cost to CCPS, with the understanding that all replacements shall be NEW and also carry the same warranty as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from CCPS staff. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by CCPS.

**1.27 Public Entity Crimes**

Bidders shall be aware of the provision of paragraph (2)(a) of Section 287.133, Florida Statutes which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services 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 36 months from the date of being placed on the convicted vendor list."

**1.28 Discrimination**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.29 Bullying, Harassment & Title IX**

Vendor, contractor, and all affiliates agree to abide by provisions of Board Policies 3362, 5517, 5517.01, and 2266, which proscribe any acts of harassment and/or bullying and any related acts covered by Title IX, toward District students and District staff.

**1.30 Minority, Small, and Women-Owned Businesses (MWBE)**

CCPS encourages the use of minority, small, and women-owned businesses and enterprises (MWBE). The contractor agrees to ensure MWBEs are used whenever possible, such as when participating as partners, joint-ventures, prime contractors, sub-contractors, and in other contracting opportunities. Bidder may submit a certification or other documentation of its MWBE practices.

**1.31 Conflict of Interest**

The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. Bidder shall complete **Exhibit A** – "Conflict of Interest Statement" attached hereto and submit it with the bid. Failure to provide shall be grounds for rejection of the bid.

**1.32 Unauthorized/Illegal Aliens**

CCPS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of the contract(s). Furthermore, the bidder shall complete the attached **Exhibit B** – "Contractor's Affidavit Concerning Illegal Aliens" and submit with its bid. Failure to complete this affidavit will be a cause for the rejection of the bid.

**1.33 Debarment**

All contractors receiving individual awards, using federal funds, and all subcontractors, certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Bidder shall complete the attached **Exhibit C - "Debarment Form"** and submit it with its proposal. Failure to complete will be cause for rejection of the bid. Instructions are also attached.

**1.34 Drug-Free Workplace Certification**

CCPS supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug-free. In cases where identical tie bids are received, preference shall be given to a bid received from a vendor that certifies it has implemented a drug-free workforce program. If applicable, the bidder shall sign and submit **Exhibit D - "Drug-Free Workplace Certification"**, attached hereto, to certify that the respondent has a drug-free workplace program.

**1.35 Coercion for Labor & Services**

The award hereunder is subject to the provisions of Section 787.06(13) Florida Statutes. The proposer shall complete **Exhibit E - "Affidavit Regarding the use of Coercion for Labor & Services"** attached hereto and submit it with the bid. Failure to provide shall be grounds for rejection of the submittal.

**1.36 Smoke and Tobacco-Free Environment**

According to School Board Policy No. 3215, 5512, and 7434, all CCPS facilities, both interior and exterior spaces, have been deemed a tobacco-free environment. The use of tobacco or tobacco products in any form is strictly prohibited on any CCPS site. Violations of this policy will result in the removal of said violator from the property. Repeated violations may result in the termination of the contract.

**1.37 Possession of Weapons & Other Destructive Devices**

- a. Possession of weapons and other destructive devices will not be tolerated on any CCPS property (except authorized law enforcement personnel, or persons pre-approved by the Superintendent). The term "weapon" and/or "destructive device" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting death, serious bodily injury, or property damage, as well as endangering the health and safety of persons. Weapons and destructive devices include, but are not limited to, firearms, guns of any type, bombs, explosives, explosive devices, poison gas, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, or any other category of weapon and/or destructive device as outlined in F.S. 790.001.
- b. CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if the weapon/firearm stays in the vehicle, is securely encased, and is not readily accessible for immediate use, except as authorized in support of school-sanctioned and supported activities including, but not limited to, property leased, owned, or contracted for by CCPS, a school-sponsored event, or in a CCPS vehicle
- c. If any employee of an independent contractor or subcontractor is found to have brought a firearm on CCPS property, said employee will be terminated from the project by the independent contractor or sub-contractor. If the subcontractor fails to terminate the said employee, the subcontractor's agreement with the independent contractor for the project shall be terminated. If the independent contractor fails to terminate the employee or fails to terminate the agreement with the subcontractor who fails to terminate the said employee, the independent contractor's agreement with CCPS shall be terminated.

**1.38 Force Majeure**

The contractor(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, health, or safety emergencies (including but not limited to, pandemics, local outbreaks of

diseases, and break downs of water supplies), and acts of nature beyond the control of the contractor(s), unless otherwise specified.

**1.39 Solicitation of Additional Services**

At no time shall the contractor/vendor and/or its employees, directly or indirectly, advertise, solicit, request, and/or seek additional services for the purpose of obtaining further business beyond what is being bid within this process. All communication of such nature with any CCPS employee, staff, students, or parents, etc., is prohibited. Conversations, services, and/or other activities are restricted to the scope described herein. If additional services, ideas, or other relations to the scope herein may be of interest to CCPS, then the contractor may work directly with the appropriate CCPS contract administrator and/or the Purchasing Department.

**1.40 Public Records**

- a. According to subsection 119.071(1)(b) Florida Statutes, 2013 "sealed bids, proposals, or replies received by the District according to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier."
- b. All bid documents or other materials submitted by the Bidder in response to this solicitation will be open for inspection, upon request, by any person and per Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.
- c. CCPS has the right to use any or all documents, submittals, or ideas presented in any response to this solicitation. Selection or rejection of any submittal does not affect this right.
- d. If CCPS rejects or cancels a solicitation and intends to reissue, then all bids, proposals, or replies submitted, will remain exempt from public records, and may be returned unopened.
- e. **Per Florida Law, the Contractor shall also maintain all records, and must:**
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service;
  - ii. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
  - iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

**CONTRACT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS AT  
TELEPHONE NUMBER, (239) 377-  
0457, E-MAIL ADDRESS:  
[woodsdo@collierschools.com](mailto:woodsdo@collierschools.com),  
MAILING ADDRESS, 5775 OSCEOLA  
TRAIL NAPLES FL 34109.**

**1.41 Disputes**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of CCPS shall be final and binding on both parties.

**1.42 Misrepresentation**

All information submitted and representations made by the bidder are material and important and will be taken into account by CCPS when awarding the solicitation. Any misstatement or omission (a "Misrepresentation") shall be treated as fraudulent concealment of the facts relating to the submission of the solicitation. A misrepresentation shall be a basis to reject or disqualify the bidder from this solicitation, and any re-solicitation about this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation), and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

**1.43 Governing Laws and Venue**

- a. If the awarded proposer(s) should breach this contract CCPS reserves the right to seek remedies in law and/or in equity.
- b. All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Collier County, Florida. Venue in federal court shall be in the United States District Court. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. If a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
- c. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this contract shall in all respects be governed by and determined per the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

**1.44 E-Verify**

- a. According to FS 448.095, the Contractor shall use the U.S. Department of Homeland Security's E-Verify system, [www.everify.gov](http://www.everify.gov), to verify the employment eligibility of all employees hired during the term of this Agreement.
- b. **Subcontractors**
  - (i) The contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by FS 448.095.
  - (iii) The contractor shall provide a copy of such affidavit to the District upon receipt and shall maintain a copy for the duration of the Agreement.

- c. The contractor must provide evidence of compliance with FS 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion. The contractor may be liable for all costs associated with the District securing the same services, inclusive, but not limited to, higher costs for the same services and re-bidding costs (if necessary).

**1.45 Civil Rights**

The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

**1.46 Buy American**

CCPS shall procure any agricultural commodity and/or food product, to the maximum extent practicable, that is produced/processed in the United States per 7 CFR, 201.21. Furthermore, except in instances where certain food commodities or products are not available from production in the United States:

- a. no food items covered by this solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor.
- b. all American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.082 FS.

**1.47 Prohibition of Gratuities**

By submission of a bid, a contractor certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued because of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

**1.48 Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**1.49 Other Provisions**

Bidder attests, via signatory on the acknowledgment page, to the applicable certification and adherence to the provisions listed below:

- a. **Energy Policy and Conservation** (42 US Code 6201),
- b. **Equal Employment Opportunity** (41 CFR 60-1.4(5)),
- c. **Funding Agreement (Rights to Inventions)** (37 CFR 401.2 (a))
- d. **Contract Work Hours and Safety Standards Act** (29 CFR Part 5)
- e. **Clean Air and Water Pollution Acts** (42 USC 7401-7671q and 33 USC 1251-1387)
- f. **Acquisition of Unnecessary or Duplicative Items** (2 CFR 200.318 (d))
- g. **Byrd Anti-Lobbying Amendment (31 USC 1352)**
- h. **Scrutinized Companies (FS 287.135)**

**1.50 Other Agencies**

Contractor(s) may permit any school board, community college, state university, municipality, or other governmental entity, including Public Charter Schools to participate in the awarded contract under the same prices, terms, and conditions. It is understood that each entity will issue its purchase order to the Contractor(s).

**1.51 Additional Information**

- a. CCPS reserves the right to request any additional information, after the bid opening, to further clarify or explain any information submitted with the bid.
- b. CCPS reserves the right to allow for the clarification of questionable entries and the correction of **obvious mistakes**.

**\*\*\*CCPS reserves the right to reject any and/or all bids, in whole or in part, and to waive any bid formalities, as may be deemed to be in the best interest of CCPS.\*\*\***

## **Section 2 – Bidder Requirements**

### **2.1 Purpose**

The purpose of this solicitation is to establish firm percentage discount(s) for the purchase of classroom supplies and equipment to be used at various sites throughout CCPS, abiding by the minimum requirements set hereto. The primary vendors to supply these items to CCPS will come from this bid.

### **2.2 Contract & Term**

- a. The contents of this solicitation and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.
- b. All prices bid shall be for a two-year period beginning **July 14, 2026, and ending June 30, 2028**. Contract may be renewed annually on expiration date of original contract. This renewal may be accomplished for up to two (2) times, upon mutual agreement of both parties, under the same terms and conditions as the original award. Renewals will be for a two (2) year period, from July 1 to June 30. All renewals are contingent upon satisfactory performance of the Contractor(s) and the availability of funds. Actions taken under this provision will be at the option of CCPS.
- c. The Purchasing Department will, if considering renewal, request a letter of intent to renew from the Contractor prior to the end of the current contract period. If needed, the contract will be extended to ninety (90) days at the current pricing beyond the contract expiration date. Contractor will be notified when the recommendation has been acted upon by the Board.
- d. In the event the resulting agreement is terminated, not renewed, or naturally expires, the Contractor agrees that CCPS may provide written notice to the Contractor retaining the services on a month-to-month basis at the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until CCPS has established a new agreement. In any event, these services will not be required to continue for a period exceeding six (6) months.

### **2.3 Qualifications of Bidder**

- a. Only responsible bidders, who normally have knowledge and experience of, and are currently engaged in providing commodities and/or similar services as listed herein, will be considered for award of this solicitation. Qualified bidders shall have adequate inventory, organization, facilities, personnel, inventory, and other resources necessary to ensure prompt, efficient and satisfactory service, and supply to CCPS. Awarded Contractor(s) will be determined by previous experience and satisfactory performance of at least three (3) contracts or orders for similar materials and quantities within the last year, demonstrated by their references. The Bidder shall be in sound financial position, licensed, and be capable of meeting CCPS's needs.
- b. CCPS reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information CCPS staff may deem necessary for further clarification or clarification of items submitted.

### **2.4 Inspection of Organization**

- a. CCPS reserves the right before recommendation of an award to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the bidder's submittal and its ability to supply CCPS as necessary under this solicitation at or above a satisfactory level. CCPS further reserves the right to reject bids where investigation and evaluation or other evidence submitted indicates an inability of the bidder to meet all requirements or to supply CCPS under this solicitation. The ability or inability to meet all requirements and service CCPS under this solicitation will be at the discretion of CCPS.

- b. Contractor shall at all times remain responsive and responsible during the contract. Contractors must be prepared, if requested by CCPS, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the contractor for the items under this solicitation. If CCPS determines that the conditions of the solicitation documents are not complied with, or that the services/items to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, CCPS may reject the response or terminate the contract.
- c. Bidder may be disqualified from receiving awards if anyone in its employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- d. This section shall not mean or imply that it is obligatory upon CCPS to make an investigation either before or after award of the Contractor, but should CCPS elect to do so, contractor is not relieved from fulfilling any contract requirements or documents.

## 2.5 **References**

- a. The Bidder must present a minimum of three (3) references for which they have provided similar commodities/services for within the last year. All references must include the name of the organization, contact name, contact title, contact number, address, a brief description of the commodities/services provided, and estimated quantities.
- b. Although bidder(s) may have or is currently providing services or supplies for several CCPS sites, CCPS or any of its sites may only be used as one (1) reference.
- c. All references shall be for work that is similar in nature, scope and equivalent in size to that of the scope of work listed under this solicitation.
- d. CCPS reserves the right to solicit reference letters from known prior or existing customers of the Bidder.
- e. Failure to submit references may result in rejection of the solicitation.

## 2.6 **Previous Experience with CCPS**

Bidder shall provide, on the bid sheet, a brief description of all previous experience with CCPS, if applicable. Details of description should include site name(s) and any key CCPS personnel involved.

## 2.7 **Organization Description**

A description of the bidder's organization must be completed in the appropriate area on the bid sheet. Description shall include, but not limited to, history of organization, description of services/commodities provided, locations, number of years in business, etc. Failure to supply an organization description may result in rejection of bid.

## 2.8 **Licenses**

- a. Bidder shall possess all applicable business licenses required to supply items under this solicitation.
- b. *Business Tax Receipt*: Copy of current business license from bidding vendor to operate and sell the requested products within Collier County, Florida, **must be submitted with the bid**. Either a state or county occupational license or business tax receipt will be acceptable. All licenses shall have current name and address of bidder. If bidder has moved since the issuance of the license, it must document as such with a written explanation and submit with bid. Failure to supply a copy of license(s) may be cause for rejection of bid.

- c. License must be valid/current at the time of submittal and shall be maintained throughout the duration of the contract and submitted to CCPS, as necessary. Furthermore, the Contractor for the duration of the contract shall comply with all federal, state, and local rules, regulations, and licensing requirements necessary to perform the services required under this solicitation.
- d. Bidder may submit any other state licenses, certificates, or other licensure, which will further demonstrate its capabilities.

## **2.9 Partial Bids**

Due to the need to have a ready and consistent source of supply and availability of items, CCPS will accept and consider partial bids or bids for only certain items, group of items, or any combination thereof.

### **Section 3 – Vendor/Contractor Requirements**

#### **3.1 Vendor Performance**

- a. The Vendor(s) shall maintain an acceptable level of satisfactory supply and service throughout the duration of the contract. To ensure the security of this level of performance, CCPS reserves the right to withhold any monies owed to a vendor who is not supplying or performing satisfactorily, fails to provide specific items, or any reason deemed necessary by CCPS staff. Reasons for any withholdings will be provided to the Vendor in writing along with an acceptable time frame the Vendor has to fulfill any and all of the reasons to bring the level of service/supply back to satisfactory. If items are not corrected within the time frame allocated by the corresponding CCPS department or its designee, then the contract may be terminated. Furthermore, CCPS has the right to subtract any costs incurred to CCPS from the invoices or monies owed due to the unsatisfactory performance or supply of the Vendor. The withholding of any monies and the subtraction of costs/fees incurred will be used at the discretion of CCPS. If no monies are owed to a contractor and performance levels are below satisfactory then termination of contract as outlined in this solicitation will apply.
- b. It shall be the responsibility of the Vendor to be knowledgeable and familiarize itself with any and all applicable federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the supplies or services provided under this solicitation, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- c. The Vendor shall perform or supply any and all services in accordance with any and all federal, state, county, and city statutes, laws, or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Vendor. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

#### **3.2 Trial Period**

- a. Awarded vendor(s) may be placed on a ninety (90) day trial period at the commencement of the contract. During and towards the end of the trial period, CCPS personnel will make the decision on whether to continue the contract or to remove Contractor and award contract(s) to the next low, responsible bidder or place out for bid, as necessary. The decision will be based on performance, workmanship, and the ability of the contractor to meet the servicing needs of CCPS.
- b. CCPS reserves the right to terminate contract or contractor(s) at any time during the trial period, for failure to perform, failure to service CCPS, or failure to meet any of the requirements of the solicitation. Any such termination will be made in writing and may be immediate.
- c. If no work is performed in the initial ninety (90) days of the contract, then trial period may be extended until an evaluation of the contractor(s) services can be completed. Extension and length of any such case will be at the discretion of CCPS.

#### **3.3 Right to Require Performance**

The failure of CCPS, at any time, to require performance by the vendor of any provision herein shall in no way affect the right of CCPS thereafter to enforce same, nor shall waiver by CCPS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Furthermore, indulgence by CCPS on any non-compliance by the vendor does constitute a waiver of any rights under this solicitation.

#### **3.4 Background & Identification Badges**

- a. Bidder shall adhere to all CCPS & state requirements pertaining to fingerprinting and badging. The Bidder shall review and complete **Exhibit JLA** attached hereto and submit with its bid.

- b. Pursuant to School Board Policy 8475, all contractual personnel of Collier County Public Schools shall be subject to a criminal background check. This includes any and all sub-contractor employees. As deemed necessary by the CCPS Legal Department.
- c. After award of bid, contractors', and sub-contractors' employees may need to be screened pursuant to CCPS policy 1121.01. The fee schedule and other important information pertaining to fingerprinting can be obtained on CCPS's Human Resource website under the heading "[Fingerprinting & ID Badges](#)". Failure to comply will result in the immediate termination of the contract and removal from the bid list for a period of three (3) years.
- d. Vendor employees are required to wear, **at all times on any site**, state-issued identification badges per CCPS policies and the Jessica Lunsford Act. Employees will not be allowed on any CCPS site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Continued non-compliance with this clause may result in the termination of the contract(s). Please note that Contractor(s) must submit all COI's, licenses, etc., before badges can be issued.
- e. **\*\*\*Contractor employees using badges from another, terminated, or retired employee is strictly PROHIBITED and will be cause for immediate termination of the contract.\*\*\***
- f. Please note fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility to ensure they meet all state and CCPS requirements.

### 3.5 Insurance Requirements

#### a. Certificate of Insurance

Certificates of Insurance (COI), as outlined herein, shall be furnished to CCPS upon receipt of approval of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name Collier County Public Schools as an additional insured as follows:

The District School Board of Collier County, FL  
5775 Osceola Trail  
Naples, Florida 34109.

All certificates shall list the solicitation # and title and be submitted to the Purchasing Department via e-mail at [Purchasing@collierschools.com](mailto:Purchasing@collierschools.com). Failure to provide a COI shall be cause for termination of the contract.

#### b. Duration of Insurance Policies

All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies cannot be canceled without a thirty (30) day prior written notice to the parties insured.

#### c. Insurance Policy Review

Insurance policies may be submitted for review to the School Board's attorney and/or the Purchasing Department. Said policies shall be in form and content satisfactory to the CCPS's said representatives. Said policies shall also name CCPS as an additional insured party where specified herein.

#### d. Worker's Compensation

Contractor(s) must comply with FSS 440, Workers' Compensation, and Employees' Liability Insurance with minimum statutory limits. If a bidder is exempt from worker's compensation, it will

provide an exemption certificate upon request.

e. Comprehensive General Liability

The successful Bidder shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury products, and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence/\$2,000,000 aggregate.

f. Business Automobile Liability

The successful Bidder shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

### 3.6 **Contractor Employee Conduct**

- a. The Contractor shall be responsible to CCPS for the acts and omissions of its employees and their agents and employees, and other persons performing any of the work under a contract with the awarded Contractor(s) of this solicitation.
- b. **\*\*The Contractor shall strictly prohibit interaction between its employee(s), suppliers or anyone involved in any manner with projects under this solicitation and the student population.\*\***
- c. Contractor employees will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior. Contractor employees will refrain from using foul, abusive, or profane language on CCPS property. The Contractor shall prohibit its employees from disturbing CCPS property that is not within the employee's scope of responsibility.
- d. The Contractor shall require its employees to comply with the instructions pertaining to conduct and School Board regulations, issued by duly appointed officials, such as the Principal. CCPS officials may require that the Contractor immediately remove any employee from working on CCPS premises for violating any School Board policies, general misconduct, or terms of this agreement.
- e. CCPS reserves the right to require a change in service of any contractor employee if the conduct by the Contractor's personnel, in the opinion of CCPS, is unprofessional.

### 3.7 **Employee Dress Code**

Employees of the Contractor shall be required to dress in accordance with CCPS's dress code policy. The Contractor shall require employees to be dressed in their work attire when reporting to work and/or arriving at any CCPS site.

### 3.8 **Delivery**

- a. Awarded Vendor(s) will be required to deliver product directly to any CCPS site located within Collier County, FL. All deliveries shall be "F.O.B. Destination, prepaid and allowed" to various locations within the district.
- b. Delivery/shipping charges shall be outlined in the appropriate area on the bid sheet. If no delivery/shipping charges are listed, then all items will be shipped at no cost to the district.
- c. *Any fuel surcharges or additional fees shall be included in the percentage discounts. No charges shall be noted on the invoice for delivery fuel surcharges or other handling fees.*

- d. Delivery hours are from 8:00 A.M. to 3:00 P.M. EST, Monday through Friday (except Legal or School Board holidays). Vendors should be aware of modified office hours during the summer. Special delivery instructions may be listed on each purchase order when order is placed. It will be the vendor's responsibility to ensure deliveries are made to secure, open locations to ensure items are received.
- e. Delivery/shipping charges for expedited shipments such as air freight or next day may be added to invoices **only when authorized** by the Purchasing Department.
- f. Vendor(s) shall maintain sufficient stock and provide services within a reasonable timeframe. All deliveries should be made within 5-30 days of the placement of an order or receipt of a District issued Purchase Order.
- g. All items shall be packaged and shipped in containers that are suitable for storage or shipment, and all prices shall include standard commercial packaging.
- h. All delivery times and locations will be coordinated with each site at the time of or prior to the shipment of any order.
- i. Vendor(s) shall be responsible for delivery of items in good condition at point destination. Vendor(s) shall file with any carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. CCPS will note, for the benefit of the Vendor(s), when packages are not received in good condition and may reject any package that is damaged. In the event the material and/or services supplied to CCPS is found to be defective or does not conform to specifications, CCPS reserves the right to cancel the order upon written notice to the vendor and return the product to vendor at vendor's expense.
- j. Failure to deliver as described herein will be cause for termination of any orders and re-order from alternate vendors. Vendor(s) may be held accountable for any increase in price due to its inability to deliver, which CCPS incurs ordering with an alternate vendor.
- k. Continual non-compliance with delivery schedule or failure to keep ample supply will be cause for termination of the contract.

### **3.9 Substitutes**

Unapproved substitutes will not be allowed. If items are not available, the ordering department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable. A change order must be processed to accommodate the approval of a substitute product.

### **3.10 Acceptance**

It is CCPS's responsibility to thoroughly inspect the product(s) prior to acceptance. Delivery of product(s) to a CCPS site however does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product(s) meets contract specifications and requirements listed in this document.

### **3.11 On-Line Ordering/account Information**

Bidder shall indicate, on the bid sheet, if an electronic or "on-line" account is required to place orders via its website. Vendor(s) may be required to work with the Purchasing Department to limit the ordering personnel and/or to provide a "view-only" account to minimize the number of authorized ordering accounts for CCPS. Only the Purchasing Department may approve the issuance of a CCPS ordering account. Any on-line ordering must reflect the pricing and discounts listed herein.

**3.12 Confidentiality of Student Records**

Vendor(s) understands and agrees that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.

## **Section 4 – Description of Products/Scope**

### **4.1 Description & Estimated Expenditure**

- a. CCPS intends to purchase classroom supplies and equipment under this solicitation, for various sites located throughout CCPS. The need exists to have a proper source of supply that is responsive, readily available, and able to meet CCPS requirements with minimum delay in acquisition and/or delivery.
- b. All schools and departments will be encouraged to refer to this solicitation for discounts of participating vendors in their attempt to meet their requirements at the lowest net prices.
- c. Awards will be made to those bidders who submit complete bid packages, offer the greatest variety of products, offer the largest discounts (list and/or MSRP), best serve CCPS and otherwise **comply with the specifications, terms, and conditions of this bid**. Awarded Bidder(s) will then be in a favorable position to compete for CCPS's business, and those vendors that offer the largest discounts, largest variety of inventory, and general purchasing convenience for CCPS, should obtain the largest volume of business. Nothing shall limit the number of vendors awarded as possible suppliers under this bid and CCPS reserves the right to award to all bidders that respond and comply with the specifications, as potential suppliers.
- d. Once awarded, CCPS may choose any awarded vendor(s) to provide items, commodities or services that best meets its needs. This may include but is not limited to those that offer the largest discounts, the best pricing, the best product variety, the availability of products, and/or quality of products.
- e. Yearly expenditures under this bid have been estimated at \$1,800,000.00. This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, no guarantee is given or implied as the total quantity or dollar values of this solicitation. CCPS is not obligated to place any order with vendors participating in this solicitation. Contract awards will only guarantee a specific source of supply for CCPS and will not guarantee or obligate total dollar expenditure.
- f. It is the Vendor's responsibility to be knowledgeable and familiar with and supply all items under this solicitation which comply with all current federal, state, and local laws, codes, rules, and regulations. All services will be in accordance with all governing requirements and shall conform to all laws, ordinances, codes, rules, and regulations including state, local, and federal. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. Failure to abide will be cause for termination of the contract.

**NO STATEMENT WITHIN THIS DOCUMENT SHALL NEGATE COMPLIANCE WITH ANY APPLICABLE GOVERNING REGULATION.**

- g. CCPS will be the judge of conditions and the performance of the Vendor(s).

### **4.2 Description of Sites**

- a. CCPS currently has over fifty-eight (59) sites located throughout Collier County, Florida, which may require products, delivery, and/or services under this solicitation. A list of sites and addresses may be obtained [at CCPS's website here](#).

Please note that this list may not be all-inclusive. All CCPS sites/departments are in Collier County, Florida, including the cities of Naples, Immokalee, Marco Island, and Everglades City. The vendor shall be able to provide delivery, products, and/or services at any CCPS site.

- b. CCPS reserves the right to add additional sites, sites under construction, or delete sites as necessary for the duration of the contract if necessary. Pricing will be held for any additional site based upon the pricing given herein or may be negotiated at the time of need.
- c. Most orders under this solicitation will be placed by the Technology Department; however, the bidder(s) shall note that any CCPS department or site may place orders for services under this solicitation. The prices/discounts submitted under this solicitation will be held for any CCPS site.

#### **4.3 Website/Inventory List/Catalog**

- a. Bidder shall indicate on the bid sheet the best method to view its inventory (i.e., website, printed catalog or other). If a catalog is printed, bidder may submit with its bid. If no catalog is available, bidder shall indicate the best website or inventory list that is available. This information will assist CCPS in pricing verification and identification of products/services provided, and to gain an understanding of bidder's product offerings and inventory capabilities.
- b. CCPS may request at any time during the contract, for the vendor to supply a website, inventory list, catalogs, etc., as necessary.
- c. If bidder(s) has specialized websites or catalogs, it may submit separate bids for each by duplicating the Bidder Acknowledgement sheet and Bid sheet. The Bidder Acknowledgement and Bid sheet must be completed for each additional bid.

#### **4.4 Additional Vendors**

CCPS reserves the right to add additional vendors to the contract at the renewal periods or at any point, as necessary. Additional vendor(s) shall complete and submit the necessary bid documents per the bid specifications. Any additional vendor must be approved by CCPS prior to being added as part of this contract. This action will be at the discretion of CCPS.

#### **4.5 Account Representative**

- a. The bidder must, in the space provided on the bid response form, the name, title, and contact information of the primary contact person/representative(s) for the placement of an order, tracking of an order, and/or the coordination of services or other assistance needed by CCPS.
- b. It will be the vendor(s)'s responsibility to update the account representative information annually or at the time of change.
- c. All account representatives must be fully aware of the terms and conditions of this solicitation and familiar with all discounts and content herein.

#### **4.6 Storefront Locations**

Bidder may provide any storefront locations in the appropriate area on the bid sheet, for any location that may be accessible to the District for pick-up of items ordered.

#### **4.7 Pricing/Discounts**

- a. Bidders are invited to offer a maximum discount off the vendor's website or catalog list price on its products. Bidders are to bid a flat percentage discount that will be applied to items on the vendor's website or current catalog. Bidders may also offer discount tiers based on volume. Pricing may fluctuate throughout the year; however, the discount percentage shall remain firm for the duration of the contract.
- b. All prices or discounts submitted under this solicitation shall be quoted F.O.B. destination, include delivery to any CCPS site and shall be firm for the duration of the contract. Furthermore, all prices

shall include all other costs associated with the order. No increases or additional monies shall be owed or charged to CCPS during the contract. If any additional charges are necessary, please list them as indicated on the bid sheet.

- c. Bidder(s) may offer varied discounts on additional items, materials, or specialty items if it chooses to. All discounts shall be clearly listed and described on the bid sheet or attached with submission.
- d. Unit prices shall be easily derived and verifiable from a documented source that is readily accessible such as published catalog, descriptive price list, or internet website. In no case shall unit prices exceed calculated price based on discount bid. The published list prices shall not be custom or solely developed for purposes of the bid and resulting contract, if awarded.
- e. The unit price, as indicated on invoice, shall be determined by applying the proposed percentage (%) discount to the published cost or price list to obtain the net delivered price. Unit prices shall be easily derived and verifiable from a documented source that is readily accessible or available such as a published catalog, descriptive price list, or website. **It is essential that all discounts or price lists be presented in a format that allows for clear calculation of total cost for auditing purposes.** Published list prices shall not be custom or solely developed for the purposes of the bid and resulting contract, if awarded. 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 and shall not be honored by CCPS.
- f. *Categorical Discounts:* The Bidder shall list % discounts off of its catalog, inventory, MSRP or list prices on the bid sheet for the categories listed. Percentage discounts shall be firm for the duration of the contract and shall be clearly indicated as to which. percentage discounts will be applied to all items the vendor offers, unless otherwise described herein. Any exceptions shall clearly be listed on the attached bid sheet.
- g. *Balance of Line Discount:* The Bidder may list a % discount off its inventory/list pricing on the bid sheet for any additional item that may be needed that do not specifically fall into any category listed. Percentage discounts shall be firm for the duration of the contract. Any exceptions shall clearly be listed on the attached bid sheet.
- h. If no discount is offered for that item or commodity, then please enter a 0% discount to indicate that the bidder can offer the category/commodity, but no discount is offered. If the commodity or supplies are not offered by the bidder, then it shall list either a "NB" (for N Bid) or leave blank.
- i. Bidder may offer varied discounts on additional items, materials, or specialty items if it chooses to. All discounts shall be clearly listed and described on the bid sheet or attached with submission.
- j. A list of retail/catalog prices shall be supplied to CCPS upon written request. All vendors agree to make any manufacturer's published list price/website/catalog pricing available, upon request, to CCPS at any time after the bid has been opened and/or analyzed or during the contract.

#### 4.8 **Advantage Discounts**

Bidder shall pass on to CCPS all rebates and special promotions offered by manufacturers. CCPS shall also accept any additional discounts and price incentives offered by the vendor(s) provided that the new pricing is lower than what would otherwise be available through the contract. It is agreed and understood that should vendor(s) offer more favorable promotional or contract pricing to the general trade or other entity for the same specification with similar quantities and conditions, the price under this contract shall immediately be reduced to the lower price.

**4.9 Quotes**

Any CCPS employee may request quotes for any items as necessary under this contract. At the time of request, the account representative will be contacted with the details of the quote and delivery information. Quotes shall be prepared within three (3) business days and be clearly labeled and include any discounts from this solicitation. Quotes will be utilized to determine if items are cost effective and fiscally allowable. Vendor(s) can expect to submit quotes that may be revised, altered, or not utilized by CCPS. All quotes are considered a part of doing business with CCPS and will be provided at no-cost.

**Quotes may be obtained from any or all awarded vendor(s) under this solicitation.**

**4.10 Quantities**

Any quantities listed under this solicitation are estimates based on anticipated usage. They are subject to change (increase/decrease) to meet the needs of CCPS. The Bidder agrees that the price(s) offered shall be maintained irrespective of the quantity purchased. Again, no guarantee is given or implied as to the quantity or dollar value of this solicitation.

**4.11 Training**

- a. If necessary, successful bidder(s) must be willing to offer training and support as needed to CCPS. Training may include, but not be limited to company introduction, setting up new users for on-line ordering, and a review of catalog bid discounts.
- b. Any product training or support that is needed will be coordinated at the time of receipt of the product(s) with CCPS and vendor.

**4.12 Authorized Distributor:**

Bidder(s) may provide letters from any manufacturer as authorized distributors/resellers for the products offered to CCPS, with its bid response. Any applicable products, manufacturers, or others that may be of interest to CCPS and/or relevant items under this solicitation.

**4.13 Minimum Orders**

Vendors may set a minimum order or dollar purchase amount to receive any discounts offered. However, many individual purchases made under this bid may be for extremely low dollar amounts, and therefore minimum orders will be allowed. If no set minimum order dollar amount is listed in the appropriate area on the bid sheet, then it will be assumed that all orders will receive discounts under this solicitation.

**ITB#26-125 Classroom Supplies & Equipment Catalog Discount- BID SHEET**

Please complete the following; failure to complete in full may be cause for rejection of the bid.

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

**Bidder Checklist** (please note this checklist may not be all-inclusive of items needed and is given for generic use only):

- |  |  |
|--|--|
| <input type="checkbox"/> Completed ITB Acknowledgement Form (p. 1)       | <input type="checkbox"/> Exhibit E – Coercion for Labor Affidavit            |
| <input type="checkbox"/> Completed Addenda (if applicable)               | <input type="checkbox"/> Exhibit JLA – Jessica Lunsford Act                  |
| <input type="checkbox"/> Electronic Submittal of Bid                     | <input type="checkbox"/> Fully complete Bid Sheets                           |
| <input type="checkbox"/> Exhibit A - Conflict of Interest Statement      | <input type="checkbox"/> Business License                                    |
| <input type="checkbox"/> Exhibit B - Affidavit Concerning Illegal Aliens | <input type="checkbox"/> Purchases from this bid by other agencies statement |
| <input type="checkbox"/> Exhibit C - Debarment form                      |  |
| <input type="checkbox"/> Exhibit D - Drug-Free Workplace Certification   |  |

**A. References** (please use additional paper if necessary):

**Reference #1**

Name of Organization: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

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

Types of Goods Sold: \_\_\_\_\_

\_\_\_\_\_

Dates of Delivery (mm/yy to mm/yy): \_\_\_\_\_

**Reference #2**

Name of Organization: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

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

Types of Goods Sold: \_\_\_\_\_

\_\_\_\_\_

Dates of Delivery (mm/yy to mm/yy): \_\_\_\_\_

**Reference #3**

Name of Organization: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

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

Description of Goods Sold: \_\_\_\_\_

\_\_\_\_\_

Dates of Delivery (mm/yy to mm/yy): \_\_\_\_\_

**B. Previous experience with CCPS** – Provide a brief description of previous experience with CCPS to include CCPS site(s) and any key district personnel involved.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Organization Description** - to include: a brief history of the organization, number of years in business, experience in industry services, and a brief description of services offered (may use additional paper if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. Account/Service Representative:**

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

Telephone (business hours): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**E. Storefront Location (if applicable):**

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**F. Discounts/Pricing** - All discounts/pricing shall be as described in this solicitation to provide all commodities/services, as necessary. Discounts/pricing shall include any and all necessary charges (no additional monies will be allowed).

**1. Website/Inventory List(S)/Catalog (s):** Please list all applicable.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. CCPS Dedicate Website/Link** – Would or can your company create or provide a customized website that integrates with the solicitation contract pricing? (Yes or No) & description:

\_\_\_\_\_

\_\_\_\_\_

**3. Discounts:** Please indicate below.

Type	Description of Type	% Discount	Additional Notes
Supplies		%	
Equipment		%	
Other:		%	
Other:		%	
Balance of Line		%	



**Exhibit A - Conflict of Interest Statement**

The Bidder shall complete **Exhibit A – “Conflict of Interest Statement”** attached hereto and submit with bid.

I hereby certify that:

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Printed name) (Title)

and the duly authorized representative of the firm of \_\_\_\_\_  
(Name of Firm)

whose address is \_\_\_\_\_

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I do hereby disclose:

- I. The name(s) of any company owner, officer, director, employee, or agent who is an employee of Collier County Public Schools<sup>1</sup> and/or is an employee of Collier County Public Schools<sup>1</sup> and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

\_\_\_\_\_  
 \_\_\_\_\_

AND/OR

- II. The name of any company owner, officer, director, employee, or agent who has a spouse or child that is an employee of Collier County Public Schools<sup>1</sup>.

\_\_\_\_\_  
 \_\_\_\_\_

AND/OR

- III. Any other company owner, officer, director, employee, or agent, not listed above, of the firm who has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

\_\_\_\_\_  
 \_\_\_\_\_

1 – Please include the Collier County Public School department/site when listing a CCPS employee.

*The above information is true and correct to the best of my knowledge.*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Organization Name**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**Subscribed and sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **in the year** \_\_\_\_\_

**by** \_\_\_\_\_ **who is personally known to me or has produced** \_\_\_\_\_ **as identification.**

\_\_\_\_\_  
 NOTARY PUBLIC, signature

\_\_\_\_\_  
 PRINTED NAME

Commission#: \_\_\_\_\_

Commission expires: \_\_\_\_\_

(Seal)

**Exhibit B - Affidavit Concerning Illegal Aliens**

The undersigned deposes and states that \_\_\_\_\_ complies with the provisions of  
(Organization Name)  
 Section 274A of the Immigration and Nationality Act; that \_\_\_\_\_ substantiates  
(Organization Name)  
 that all employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state & grant funds or federal stimulus dollars can legally work in the United States and complies with the provisions of federal and state laws and will maintain such throughout the life of this contract. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and immediate termination of the contract for all awarded sites.

\_\_\_\_\_  
**Signature**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Printed Name**\_\_\_\_\_  
**Organization Name**\_\_\_\_\_  
**Title**\_\_\_\_\_  
**Address, City & State**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

**Subscribed and sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **in the year** \_\_\_\_\_**by** \_\_\_\_\_ **who is personally known to me or has produced** \_\_\_\_\_**as identification.**\_\_\_\_\_  
**NOTARY PUBLIC, signature**\_\_\_\_\_  
**PRINTED NAME****Commission#:** \_\_\_\_\_**Commission expires:** \_\_\_\_\_**(Seal)**

**Exhibit C - Debarment Form****CERTIFICATION REGARDING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing either:

- a. Executive Order 12549, Debarment and Suspension, 34 C.F.R. Part 85, Section 85.510, Participants responsibilities, and/or
- b. Executive Order 12549, Debarment and Suspension, 7 C.F.R. Part 3017, Section 3017.510, Participants responsibilities.

The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160 - 19211).

**\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE \*\*\*\*\***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 participant shall attach an explanation to this proposal.

**Organization Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Names & Titles of Authorized Representative(s):**

\_\_\_\_\_  
*Signature*

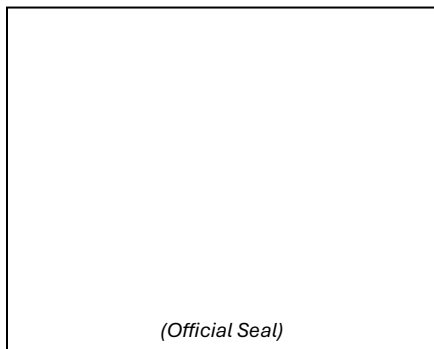
\_\_\_\_\_  
*Printed Name & Title*

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

By \_\_\_\_\_ (name & title of position) who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



\_\_\_\_\_  
*NOTARY PUBLIC, signature*

\_\_\_\_\_  
*PRINTED NAME*

My Commission Expires: \_\_\_\_\_

Commission #: \_\_\_\_\_

**Exhibit C - Debarment Form Instructions**

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1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out herein in accordance with these instructions.
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 whom 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", "voluntarily exclude", 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 these regulations.
5. The prospective lower tier participant agrees by submitting this form 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 form that it will include this Exhibit 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 perspective 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 Non-Procurement 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 may pursue available remedies, including suspension and/or debarment.

### Exhibit D – Drug-Free Workplace Certification

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above drug-free workplace requirements.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Organization Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address, City & State**

**Exhibit E – Coercion for Labor & Services****AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR & SERVICES**

Respondent Vendor Name:		FEIN #:	
Street Address	City:	State:	Zip:
Phone:	Email:		
Authorized Representative Printed Name:	Title:		

Section 787.06(13), Florida Statutes requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the non-governmental entity under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. The School District and School Board of Collier County, Florida is a governmental entity for purposes of this statute. As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

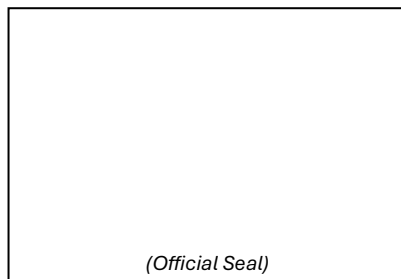
- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true:

By: \_\_\_\_\_  
*(Signature)* *(Date)*

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

By \_\_\_\_\_ (name & title of position) who is personally  
 known to me or has produced \_\_\_\_\_ (type of identification) as identification.



\_\_\_\_\_  
 NOTARY PUBLIC, signature

\_\_\_\_\_  
 PRINTED NAME

My Commission Expires: \_\_\_\_\_

Commission #: \_\_\_\_\_

### **Exhibit JLA - Jessica Lunsford Act Statement / Vendor & Contractor Responsibilities**

Each Vendor and Contractor of Collier County Public Schools shall comply with the following *after* they have received notification of their award, however, this statement must be completed and returned with ITB. Please note that procedures and policies may change without notification.

1. All personnel will be required to obtain badges through the State of Florida. Badging assistance may be provided by the CCPS Human Resources (HR) Department.
2. Badges will only be issued to vendors with contracts, purchase orders, or direct permission from an authorized CCPS Department. All vendors requesting badges must submit all insurances, proof of contract etc. to the Legal Department prior to the issuance of any badge.
3. Provide HR with a list of individuals that will be assigned to this contract, along with their home address, phone number, date of birth and driver's license number (forms are available through the HR Department).
4. There is a fingerprinting and State badge fee\*\*, which can be viewed at the link below. This badge must be worn in plain sight when vendor/contractor employees are on school grounds.
5. Contractor with current issued State badges, commencing work with CCPS, shall complete necessary paperwork and submit to CCPS Human Resource Department.
6. Vendor shall notify CCPS when any individual has left their company or been terminated.
7. Use of an individual's badge by another individual is a terminable offense. All individuals MUST be properly badged.
8. It will be the responsibility of the contractor to ensure they meet any and all badging requirements.

**\*Please note fingerprinting and badging procedures are subject to change without notification.** It will be the Contractor's responsibility for any modification or change to any of the fingerprinting or badging requirements and to ensure they meet all state and CCPS requirements. Vendors can do this by monitoring the CCPS's website, <https://www.collierschools.com/careers/fingerprinting-id-badges> for updates and changes in procedure.

I acknowledge that I have read, understand, and will comply with the Vendor/Contractor Responsibilities as listed above.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Organization Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address, City & State**

\*\*All pricing subject to change without notification.

**Purchases from this Bid by Other Agencies - Statement**

Collier County Public Schools is a member of the S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry, and Lee Counties. CCPS is also a member of the Bay Area Schools Purchasing Consortium (BASPC); other members include the school boards of Brevard, Charlotte, Hernando, Hillsborough, Lake, Lee, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole; and additional Florida school boards may join the Consortium. Indicate here if these entities may also purchase from this bid pursuant to the same terms and conditions:

YES \_\_\_\_\_ NO \_\_\_\_\_

Indicate here if other governmental entities throughout the State of Florida may purchase from this bid pursuant to the same terms and conditions:

YES \_\_\_\_\_ NO \_\_\_\_\_

List any exceptions here: \_\_\_\_\_

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\_\_\_\_\_  
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\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Organization Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address, City & State**

## Protest Policy

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### 6320 - PURCHASING

#### Solicitation Protest

- A. A bidder/proposer who wishes to file a protest must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. The notice shall be filed with the Purchasing Department.
- B. Any person who files an action protesting a decision or intended decision pertaining to a solicitation or notice of intended decision pursuant to F.S. 120.57(3) (b), shall post at the time of filing the formal written protest, a bond, pursuant to F.S. 255.0516, payable to the Board amounting to:
  1. \$25,000.00, or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and
  2. five percent (5%) of the lowest accepted bid for all other projects.

The bond shall be conditioned upon payment of all costs and fees, which may be adjudged against the protestor in the administrative hearing. If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor. If the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

- C. Failure to file a protest within the time prescribed in section F.S. 120.57(3) or failure to post the bond or other security required within the time allowed shall constitute a waiver of proceedings under F.S. Chapter 120.

## Cone of Silence Policy

### 6324 – CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitation to Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQu), Request for Quotes (RFQ), and Invitations to Negotiate (ITN) for the provision of goods and services. 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. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a particular ITB, RFP, RFQu, RFQ, or ITN between:

- A. a potential vendor, service provider, bidder, lobbyist, consultant, or any employee of one of these entities and the staff of the District, including school principals; and/or
- B. a potential vendor, service provider, bidder, lobbyist, consultant, or any employee of one of these entities and anyone (1) or more of the School Board members or member-elects.

The cone of silence prohibits a potential vendor, service provider, bidder, lobbyist, or consultant from actively soliciting the community to lobby on their behalf with staff of the District, or any one (1) or more of the Board members or member-elects.

Unless specifically provided otherwise in the applicable ITB, RFP, RFQu, RFQ, or ITN the cone of silence does not apply to the following:

- A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Facilities Department, when said communication pertains to competitive acquisitions administered by that department (e.g., Architect/Engineer (A/E) selection, capital projects).
- C. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or Board attorney.
- D. 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 either the Purchasing Department or the Facilities Department, prior to issuance of a written recommendation of contract award.

The cone of silence commences after the posting of the procurement solicitation. Procurement solicitations are posted on the Purchasing Department's website, a third-party solicitation procurement site, or local government public notices website.

The cone of silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented, for projects that meet the Board threshold dollar amount per Policy 6320. For all other contract awards, the cone of silence terminates upon the award by the Purchasing Department.

The Purchasing Department and Facilities Department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, bidder, lobbyist, or consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, 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.

In addition to any other penalty provided by law, violation of this policy by a District employee may subject said employee to disciplinary action up to and including dismissal from service.

Revised 3/5/19

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END OF ITB