



Collier County
Public Schools
Purchasing

INVITATION TO BID (ITB)

ITB Number and Title:

#23-071 HVAC Filters – Supply & Installation Services

Posting Date:

March 3, 2023

ITB Due Date & Time:

10:00 am, Friday, March 24, 2023

ITBs received after this time and date will not be accepted

Florida Tax Exempt #85-8012621827C-2
A 188126 (Federal) FEID 59-6000557

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 proposal.

Company Name:**E-Verify (Information or #):****Phone #:****Street Address:****City:****State:****Zip Code:****E-Mail Address:****Website (optional):**

I certify that this proposal has been made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal 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 solicitation and certify that I am authorized to sign this proposal for the submitter. In submitting a proposal to Collier County Public Schools (CCPS) the submitter offers and agrees that if the proposal is accepted, the submitter will convey, sell, assign or transfer to CCPS all rights, titles, and interests 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"/>	

All bids shall be submitted in a **sealed** envelope / package and clearly labeled as follows:

**"SEALED ITB #23-071 HVAC Filters – Supply & Installation Services
10:00 am, Friday, March 24, 2023"**
PROPOSER NAME
PROPOSER ADDRESS, CITY, STATE, ZIP CODE
PROPOSER PHONE #
PROPOSER E-MAIL ADDRESS

Today's Learners • Tomorrow's Leaders

5775 Osceola Trail | Naples, Florida 34109 | p: 239.377.0047 | f: 239.377.0074
e: purchasing@collierschools.com | www.collierschools.com

Section 1 - General Conditions & Instructions

PLEASE READ CAREFULLY

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

CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitations to Bids (ITB), Requests for Quotes (RFQ), Requests for Proposals (RFP), Requests for Qualifications (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 before 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. "Solicitation" and "ITB" shall mean the Invitation to Bid document.
- c. "Proposal", "Bid", or "Submittal" shall mean any response, documents, forms, or documentation submitted in response to consideration of award for this solicitation.
- d. "Proposer", "Respondent", or "Bidder" shall mean any person, firm, or corporation who submits a bid according to this solicitation.
- e. "DEPARTMENT" shall mean the Collier County Public Schools, Maintenance Department.
- f. "Contractor" shall mean the successful 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 and/or may be provided by the Purchasing Department upon request.

1.3 Submissions

- a. Submittals not conforming to the instructions provided herein will be subject to disqualification at the sole option of CCPS.
- b. The proposer, by submitting a proposal represents that:
 - i. It has read and understands the solicitation in its entirety and that any proposal submitted 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.
- c. All proposals shall be submitted in a sealed envelope / packaged and clearly labeled PER THIS solicitation to the PURCHASING DEPARTMENT and received no later than the date and time as indicated herein. Any submittal received after the stated time and date will be rejected and may be returned unopened to the proposer(s).
- d. All submittals shall be typed or written in ink on the attached forms. All spaces requesting information shall be completed.
- e. The submittal shall contain a manual signature in the space(s) provided, which shall be scanned and submitted electronically, of a representative authorized to legally bind the bidder of all conditions and provisions herein. All signatures and initials must be in ink.
- f. **One (1) electronic copy of the submittal**, including all documentation, in PDF format, must be submitted on a Flash Drive in a sealed envelope as described

herein. Electronic submittal MUST contain manual signatures and initials in the appropriate areas. Please note the solicitation # and name of the proposer on any drive. If confidential materials are submitted, the proposer may submit a 2nd drive with confidential material and label with solicitation #, name of the proposer, and "CONFIDENTIAL". *(Please note that it is not necessary to return every page of this solicitation with the proposal; return only the pages that require information or signatures).*

- g. All flash drive files shall be in a PDF document compatible with Microsoft Windows 10.
- h. Submittals may be hand-delivered to the Business Office, Purchasing Department, 5775 Osceola Trail, Naples, FL 34109, forwarded by United States Mail, or other delivery services available. CCPS disclaims any responsibility for proposals forwarded by the U.S. Mail or other delivery service and received beyond the bid-opening deadline.
- i. Once submitted and received by CCPS, all submittals and flash drives become the sole property of CCPS and may be retained by CCPS or disposed of in any manner as deemed appropriate by CCPS.
- j. Neither CCPS nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this solicitation. The proposer(s) should prepare its submittal simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the solicitation.
- k. The use of correction fluid or erasures to correct line-item proposal 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 of erasure corrected proposals will be considered non-responsive for the corrected items only.

1.4 Solicitation Opening and Analysis

- a. The proposals will be publicly opened in the Purchasing Department, read aloud, and recorded at the time and date indicated within solicitation. Proposer(s) may but are not required to attend. CCPS will not announce prices or release other materials according to 119.07 Florida Statutes.
- b. The proposals will be analyzed per this solicitation, 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 www.collierschools.com/purchasing and www.demandstar.com. Notification to all proposer(s) will be made by e-mail. The date and time of the e-mail will constitute the time of notification.
- c. Proposers that believe 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.

1.5 Interpretation and/or Modifications to the Solicitation / Inquiries / Addenda

- a. It is incumbent upon each proposer 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 addressed to the respective Purchasing Department employee below. Requests may be submitted by email, facsimile, or other regular mail delivery service as follows:
CCPS Contact: Valerie Acuna, Assistant Director, Purchasing
Street Address: PURCHASING DEPARTMENT
5775 Osceola Trail,
Naples, FL 34109
Fax Number: (239) 377-0047
Electronic Mail: Purchasing@collierschools.com
- 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 written inquiries are received within the allotted timeframe, may be answered directly to the inquiry with a reference to the solicitation document where the answer can be found. If further clarification is necessary, questions will be compiled and official responses will be developed by appropriate CCPS employees. The compilation of written questions and their official responses will be issued solely by and at the discretion of the Purchasing Department, in the form of an e-mail, memorandum, or an Addendum (if necessary) and posted at www.collierschools.com/purchasing and www.demandstar.com. The bidder should ensure that all addenda and amendments to the solicitation have been received before submitting its response.
- e. All questions will be attempted to be answered by CCPS promptly, however, CCPS is not obligated nor liable for the failure to respond to proposers' questions before the due date of the solicitation.
- f. It is the responsibility of the proposer(s) to make sure they have all addenda associated with this solicitation. Addenda will be posted at www.collierschools.com/purchasing and www.demandstar.com and may be e-mailed, faxed, or made available upon request. CCPS is not responsible to e-mail or mail addenda directly to potential bidders. Any addenda issued shall be acknowledged by signature and returned with submittal unless otherwise instructed on the Addenda. Failure to acknowledge the addenda may result in the rejection of the submittal.
- g. Only interpretations, supplemental instructions, and corrections so given in writing by the Purchasing Department representative shall be binding. Proposer(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.
- h. Additional information acquired by any other means shall not be utilized in the configuration of any submittal, and shall not be considered in the evaluation of proposals submitted, and shall be considered inadmissible in proposal dispute proceedings. The 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.
- i. No addendum will be issued later than three (3) calendar days before the due date for this solicitation, except an addendum withdrawing the solicitation or one that includes the postponement of the date for receipt of proposals.

1.6 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 ITB. 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 ITB.

- b. 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 ITB.
- c. 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 ITB 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 ITB.
- d. To be considered for an award, each bidder must fully complete the ITB and provide all necessary documentation to fully demonstrate the bidder's capabilities and qualifications. Failure to complete ITB or supply the required documentation will be grounds for the rejection of the bid.
- e. 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.
- f. This ITB 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.
- g. The obligations of CCPS under an award of this ITB are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available funding.
- h. All award(s) made as a result of this ITB shall conform to applicable School Board Policies, State Board Rules, and State of Florida Statutes.
- i. 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.

1.7 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."

1.8 Submittal Withdrawal

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

1.9 Submittal Rejection

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

1.10 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.

1.11 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.

1.12 State of Florida Purchasing Agreements/Contracts

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

1.13 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 contractor 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 contractor 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 contractor to be disbarred 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.

1.14 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.

1.15 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.

1.16 Additional Terms

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

1.17 Content of Solicitation/Proposer 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."

1.18 Joint Proposal

- a. In the event multiple proposers submit a joint proposal in response to this solicitation, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties to the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED SIGNATURE PAGE shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other proposers participating or presenting at District meetings, overseeing the preparation of reports and presentations, and filing any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed.
- b. CCPS shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this solicitation.

1.19 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 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 the proposal 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.

1.20 Survivability

The contractor 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.

1.21 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 Accounts Payable Department via email (accountspayable@collierschools.com), or via mail 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.

1.22 Hold Harmless & Indemnification Agreement

The contractor shall indemnify, hold harmless and defend CCPS, its appointed officials, its employees, agents, volunteers and others working on behalf of CCPS, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against CCPS, either individually or jointly with contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the contractor, its employees, sub-contractors or agents or others under the contractor's contract.

1.23 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.

1.24 Safety Standards

The proposer 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.

1.25 New Items / Warranty

- a. Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to CCPS 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. The 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 proposer(s) 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.

1.26 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."

1.27 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.

1.28 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.

1.29 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. The proposer(s) may submit a certification or other documentation of its MWBE practices.

1.30 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. The proposer 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 submittal.

1.31 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 proposer shall complete the attached **Exhibit B – "Contractor's Affidavit Concerning Illegal Aliens"** and submit it with its bid. Failure to complete this affidavit will be a cause for the rejection of the submittal.

1.32 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. The proposer shall complete the attached **Exhibit C – "Debarment Form"** and submit it with its proposal. Failure to complete will be a cause for rejection of the submittal. Instructions are also attached.

1.33 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 proposals 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 proposer shall sign and submit **Exhibit D – "Drug-Free Workplace**

Certification", attached hereto, to certify that the respondent has a drug-free workplace program.

1.34 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.

1.35 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 onto CCPS property, said employee will be terminated from the project by the independent contractor or subcontractor. 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.

1.36 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.

1.37 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 solicitation documents or other materials submitted by the proposer(s) 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, and 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 the solicitation and intends to reissue it, 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, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.

1.38 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.

1.39 Misrepresentation

All information submitted and representations made by the proposer 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 proposer from this solicitation, and any re-solicitation about this subject matter (regardless of whether the re-solicitation resulted from the respondent's misrepresentation), and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

1.40 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. The venue in state court shall be in Collier County, Florida. The venue in federal court shall be within 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.

1.41 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, 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 the 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 the affidavit to 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 before the issuance of an order. 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).

1.42 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.

1.43 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.

1.44 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

1.45 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 the 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.

1.46 Other Provisions

Proposer 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 C.F.R. 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** (S 287.135)

1.47 Other Agencies

The 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).

1.48 Additional Information

- a. CCPS reserves the right to request any additional information, after the solicitation opening, to further clarify or explain any information submitted with the submittal.
- 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 proposals, in whole or in part, and to waive any and all formalities, technicalities, or other as may be deemed to be in the best interest of CCPS.*****

Section 2 – Instructions & Directions

2.1 Purpose

The purpose of this solicitation is to find a responsible contractor(s) to supply and install HVAC filters of various sizes on a recurring quarterly and annual schedule, for all CCPS sites. Bidder(s) shall abide by the minimum requirements set hereto. All items are to be utilized as needed at various locations throughout CCPS.

2.2 Contract & Term

- a. The contents of this solicitation and all provisions of the awarded proposer's submittal shall be considered a contract and become legally binding unless otherwise negotiated by CCPS and awarded contractor(s). A separate contract document, other than the purchase order, may not be issued. CCPS, however, reserves the right to finalize a separately negotiated contract, based on the terms of the solicitation and awardee's submittal.
- b. All prices bid shall be for a period beginning the **due date and ending December 31, 2024**. The contract may be renewed annually on the expiration date of the original contract. This renewal may be accomplished up to two (2) times, provided the price schedule remains unchanged, or a price decrease is set at a price acceptable to the vendor(s) and CCPS. Renewals will be for a two (2) year period, from July 1 to June 30. All renewals are contingent upon satisfactory performance by the Contractor 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 before the end of the current contract period. If needed, the contract will be extended ninety (90) days at the current pricing beyond the contract expiration date. The 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 for a month-to-month basis on 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 Proposer

- a. Only responsible Bidders, who normally have knowledge and experience of and are currently engaged in the operation of providing HVAC filter supply and installation services, will be considered for the award of this ITB. Qualified bidders shall have adequate organization, facilities, equipment, and other resources necessary, to ensure prompt, efficient, and satisfactory service to CCPS. Awarded Contractor(s) will be determined by previous experience and satisfactory performance of at least three (3) contracts or orders for similar work within the last year, demonstrated by their references.
- b. The Bidder shall be in a sound financial position, qualified to perform the work as specified, and must be primarily engaged in the business of supplying and installing HVAC filters and have been in business for the last two (2) consecutive years or more in the Southwest Florida area, under the same name, as a licensed contractor or have equivalent work experience in the industry and/or with CCPS.
- c. Bidder shall fully demonstrate its work history and qualifications in its submission.
- d. 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 the 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 perform all services 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 any requirements or to perform the services of this solicitation. The ability or inability to meet all requirements and service CCPS under this solicitation will be at the discretion of CCPS.
- b. The Contractor shall at all times during the Contract remain responsive and responsible. The Contractor must be prepared, if requested by CCPS, to present evidence of experience, ability, and financial standing, as well as a statement as to the plant, machinery, and capacity of the contractor for the services under this ITB. If CCPS determines that the conditions of the solicitation documents are not complied with, or that the services 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 the award of the Contractor, but should it elect to do so, the Contractor is not relieved from fulfilling any and all contract requirements or documents.

2.5 References

- a. The Bidder must present a minimum of three (3) references for which they have provided similar HVAC filter supply and installation services within the last year. All references must include the name of the organization, a contact name, title, number, address, a brief description of services provided (including the scope and estimated sq. footage of service area), location and date(s) of services (mm/yy to mm/yy).
- b. Although bidder(s) may have or is currently performing work for several CCPS sites, CCPS or any of its sites may only be used as one (1) reference.
- c. All references shall be for items/orders that are similar in nature, scope, and equivalent in size to that of the items 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

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

2.7 Organization Description

A description of the bidder's organization must be supplied in the appropriate area on the bid sheet. The description shall include, but be not limited to, a brief history of the organization, a description of services provided, the number of employees currently employed, etc. Failure to submit an organization description may result in the rejection of the bid.

2.8 Equipment

- a. The Bidder shall own or lease and provide all supplies and industry-standard equipment sufficient to perform the services herein. The bidder **shall submit, in the space provided, an equipment and machinery**

list to demonstrate the bidder's ability to perform the work as requested and meet the requirements of this ITB. The list shall include but not be limited to brand name, trade name, type of equipment, and a brief description of use.

- b. If the bidder rents equipment, please note that CCPS will not reimburse the contractor for the rental of said equipment.
- c. The Maintenance Department must approve all equipment, machinery, and supplies prior to usage.
- d. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all federal, state, and local vehicle regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer.
- e. *Heavy (Non-Standard) Equipment:* In the event that heavy or non-standard industry equipment/machinery is needed, the Maintenance Department must be notified in advance for approval. The reimbursement of such equipment expense may be at cost plus percentage markup once approved by the Maintenance Department and will commence once the equipment arrives at the service site. CCPS reserves the right to request documentation of the Contractor's cost and to withhold payments until such documentation is provided.
- f. The Contractor shall have the appropriate number of vehicles to do the work, box truck type, no longer than 20 ft.

2.9 **Financial Information**

The Bidder shall submit year-end financial information from the last two (2) years, which demonstrate the financial well-being of the organization. Financial information may be either accounting audits, profit & loss/balance sheets, and/or business/corporation income tax returns prepared by a third party. All financial information shall be submitted in US Dollars. Financial Information may be submitted in a sealed confidential envelope with the bid, clearly labeled with the bidder's name, "CONFIDENTIAL: Financial Information Enclosed", and a list of the forms that are enclosed. CCPS will only open if the bid is being considered. Financial information may be returned, after the award has been made, upon request. Failure to submit financial information may result in the rejection of the bid. *Please note bidder only needs to submit one (1) copy of financial statements with the bid.*

2.10 **Business/Contractor Licenses**

- a. Bidder shall possess all applicable business licenses required to perform services under this ITB.
- b. ***Business Tax Receipt:*** A copy of the current and previous year's business licenses (2 total) from the bidding vendor to operate and perform the requested services within Collier County, Florida, **must be submitted with the solicitation**. All licenses must have a minimum classification of: "**Mechanical Contractor**" or a similar category. Either a state or county occupational license or business tax receipt will be acceptable. All licenses shall have the current name and address of the bidder. If the bidder has moved since the issuance of the license, it must document as such with a written explanation and submit it with the quote. Failure to supply a copy of business license(s) may be cause for rejection of ITB.
- c. ***Contractor License:*** A copy of the current and previous year's **Class A and/or B, NADCA Certified** contractor licenses issued by the State of Florida (**2 total**) from the bidding vendor to operate and perform requested services within Collier County, Florida, **must be submitted with the ITB**. All licenses shall have the current name and address of the bidder. If the bidder has moved within the last two (2) years, then it must document as such with a written explanation and submit it with the bid, failure to do so may be cause for

the rejection of the solicitation. Failure to supply copies of license(s) with the bid may be cause for the rejection of the solicitation.

- d. Licenses 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 and work required under this ITB.
- e. Bidder may submit copies of additional licensure as well as any other State Licenses, certificates, or other licensure, which will further demonstrate its capabilities.

2.11 Staff Requirements

- a. Bidder's staff shall possess all applicable licenses/certifications required to perform services under this ITB.
- b. Bidder shall maintain a staff consisting of five (5) employees (not including office staff) to service CCPS. Staff shall be made up of, but not limited to:
 - i. Supervisor - must have a minimum of 1.
 - ii. Technicians - must have a minimum of 2-4.

Please note that CCPS may have projects in size that will require very minimal staff to projects that may require up to but are not limited to at least a minimum number of required employees.

c. Supervisor

To ensure the successful completion of the services under this ITB, Contractor shall have a SUPERVISOR that will ensure the leadership and coordination of all work listed herein. **The supervisor shall adhere to the following requirements:**

- i. The Bidder shall list on the bid sheet, the individual who will be the Supervisor for any and all work under this ITB.
- ii. The supervisor will be the main point of contact for CCPS, will oversee scheduling, administration, and performance, and supervise any and all contractor crew/staff under this ITB. Furthermore, the supervisor may assist on-site in the performance of services.
- iii. The supervisor shall be currently employed by Bidder for no less than the previous twelve (12) consecutive, current months and shall have a minimum of five (5) years of experience in the industry.
- iv. The supervisor shall have knowledge and experience in all aspects of the services described herein.
- v. A résumé and a legible copy of any and all Certification(s)* of the supervisor **shall be submitted with solicitation**. Résumés should include, but not be limited to length of employment with the bidder, any employment in industry, certifications, education, and further experience.
- vi. The Bidder shall submit only one (1) Supervisor under this ITB.
- vii. Failure to list or provide supervisor information will be grounds for the rejection of the bid.
- viii. CCPS may require the contractor to increase the number of supervisors in order to improve the level of service and/or if the contractor is unable to service the needs of CCPS with the minimum number required at any time during the course of the contract.

**All certifications/licenses submitted shall be current and valid at the time of submittal.*

d. Technicians

To ensure the successful completion of the services under this ITB, Contractor shall have a minimum of 2-4 technicians capable of performing services. **All technicians shall adhere to the following requirements:**

- i. Bidder shall list on the bid sheet technicians who may perform services under this ITB with their respective employment information.

- ii. Technicians shall be currently employed by Bidder for no less than six (6) months and shall have a minimum of one (1) year of experience in the industry.
- iii. Technicians shall have knowledge and experience and be able to perform services as described herein.
- iv. Bidder shall list at least 4 technicians under this ITB but may list more if desired.
- v. Failure to list or provide technician information will be grounds for rejection of the bid.
- vi. CCPS may require the contractor to increase the number of technicians in order to improve the level of service and/or if the contractor is unable to service the needs of CCPS with the minimum number required at any time during the course of the contract.
- vii. The Bidder may submit with its bid an alternate description of the crew size and number of employee requirements instead of the above recommendations for staff herein. However, it will ultimately be at the discretion of CCPS to determine if any such proposal or alternate description of the Bidder(s) employees and crew sizes will function and be acceptable to CCPS.

2.12 Staff Replacements

The Contractor shall provide competent, suitably qualified personnel per the specifications of this ITB. In the event it is necessary to replace an employee, Contractor must provide written notification to CCPS of any changes in its personnel identified in their response to this ITB. Such notification shall include a detailed reason(s) for the need to change personnel and the Contractor's documentation that the proposed replacement personnel have equal or greater qualifications and experience. CCPS reserves the right to reject any replacement staff member and may use alternate vendors or cancel the contract if suitable replacements cannot be made available. Any changes in personnel mentioned herein must be submitted and approved in advance by CCPS.

2.13 Location & Staff

- a. All bidders must have an office/branch, staffed by its employees, with adequate storage and warehouse facilities to maintain equipment, vehicles, and materials necessary for the work under this ITB and must indicate as such on the bid sheet. The office shall be currently open and operational and shall have been open and operational for the previous consecutive two (2) years and be able to respond accordingly to solicitation requirements.
- b. All employees of the Contractor shall be mentally and physically competent to perform the services required.
- c. Bidder shall maintain the required number of employees, to perform services under this ITB at this location. Bidder shall be aware that all employees shall be fingerprinted and badged per this ITB and/or State Regulations. NO EXCEPTIONS WILL BE MADE.
- d. Due to the schedule at hand and the time restraints to complete services; CCPS reserves the right to require a contractor to provide additional employees or add manpower to its current crew, in order to complete all services necessary, to perform at an acceptable level of service, maintain the pace of scheduled services or for any reasons necessary, under this ITB. If the Contractor is unable to add additional manpower, then CCPS reserves the right to use alternate vendors to ensure all services are completed within the time frame necessary and/or terminate the contract.

2.14 Partial Bids

Due to the need to have a ready and consistent service available, bidders must submit a bid on all items under this ITB, for any and all CCPS sites, to be considered for an award. CCPS will NOT consider partial bids, bids for certain sites, or bids that exclude certain geographical locations.

Section 3 – Contractor Requirements

3.1 Contractor Performance

- a. The contractor (s) shall maintain an acceptable level of satisfactory service throughout the contract. To ensure the security of this level of performance, CCPS reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services, or for any reason deemed necessary by CCPS staff. Reasons for any withholdings will be provided to the Contractor in writing along with an acceptable time frame the Contractor has to fulfill all the reasons to bring the level of service back to satisfactory. If services 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 of the Contractor. 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 the contract as outlined in this ITB will apply.
- b. It shall be the responsibility of the contractor to be knowledgeable and familiarize itself with all applicable federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the services provided under this ITB, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- c. The contractor shall perform all services per 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 Contractor. Lack of knowledge by the contractor will in no way be a cause for relief from responsibility.

3.2 Trial Period

- a. Awarded contractor(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 decide on whether to continue the contract or to remove the 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 the 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 ITB. 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 the trial period may be extended until an evaluation of the contractor(s) services can be completed. The extension and length of any such case will be at the discretion of CCPS.

3.3 Contractor Awareness

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference with academic and other school activities. All work shall be coordinated with the Maintenance Department or its designee.

3.4 Subcontractors & Day Laborers

The Contractor **shall at no time** during the contract use subcontractors or day laborers to perform any work under this solicitation. All services must be performed by employees of the Contractor. Any personnel of the Contractor performing work at any CCPS site shall be documented per this solicitation. Failure to comply shall be grounds for immediate termination of the contract.

3.5 **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 ITB.
- b. ****The Contractor shall strictly prohibit interaction between its employee(s), suppliers, or anyone involved in any manner with projects under this ITB 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 about conduct and School Board regulations, issued by duly appointed officials, such as the Principal, Facility Manager, etc. The Executive Director, Maintenance Supervisor, and/or the Principal of any site where work is being performed or his/her designee, at their discretion, 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.

3.6 **Employee Dress Code**

Employees of the Contractor shall be required to dress per CCPS's dress policy and must wear proper attire and a company shirt **at all times while on CCPS property**. The Contractor shall require employees to be dressed in their work attire when reporting to work and/or arriving at any CCPS site. All shirts/uniforms shall have the company name and/or logo on the shirt.

3.7 **Background & Identification Badges**

- a. Bidder shall adhere to all CCPS & State requirements about fingerprinting and badging. Bidder shall review and complete **Exhibit JLA** attached hereto and submit it with its bid.
- b. According to School Board Policy 8475, all contractual personnel of Collier County Public Schools shall be subject to a criminal background check. This includes any sub-contractor employees.
- c. **After the award of the bid, contractors', and sub-contractors' employees may need to be screened according to CCPS policy 1121.01. The fee schedule and other important information about fingerprinting can be obtained on our website at <http://www.collierschools.com/hr> 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 three (3) years.**
- d. Contractor 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 COIs, licenses, etc. before badges can be issued.
- e. The contractor may be required to submit a list of badged employees to the Maintenance Department after the commencement of the contract. Any changes during the contract must be updated and submitted immediately.

- f. *****Contractor employees using badges from another, terminated, or retired employee is strictly PROHIBITED and will be cause for immediate termination of contract***.**

- g. 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.

3.8 **Insurance Requirements**

Proposer shall affirm its ability to meet the following 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 number, and title, and be submitted to Ms. Valerie Acuna, Purchasing Department either via e-mail (acunav@collierschools.com) or fax (239) 377-0074. 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**

The contractor(s) must comply with FSS 440, Workers' Compensation, and Employees Liability Insurance with minimum statutory limits. If a proposer is exempt from worker's compensation, then it will provide an exemption certificate upon request.

e. **Comprehensive General Liability**

The successful proposer 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 proposer 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.

3.9 **Safety Service Standards**

- a. The Contractor(s) shall ensure the safety of its employees, building occupants, and the environment throughout the contract for any CCPS projects.

- b. The Contractor shall be responsible for instructing and training their employees in all safety measures.
- c. The Contractor shall determine the need for and provide its personnel with all protective or safety items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used. Failure to comply will be grounds for termination of the contract.
- d. All equipment used by the Contractor shall be maintained in safe operating condition at all times and be free from defects or wear that may in any way constitute a hazard to any person or persons on CCPS property.
- e. **CCPS reserves the right to stop any work practices, procedures, etc. it deems to be unsafe, at any time.**

3.10 Site Access/Gate Keys

- a. The majority of CCPS sites will have an on-site Facility Manager that may be the point of contact for access to site or service areas. Please note that the main contact for the project/services will always be the Maintenance Department representative.
- b. The Maintenance Department may issue gate keys to awarded contractors, if necessary. The Contractor shall be responsible for all keys issued. Furthermore, special site keys may be made available by each site if necessary. These keys will be issued at the discretion of the site. All keys issued by a site shall be returned at the end of each workday unless other arrangements are made with the site Facility Manager and the Contractor. All gates shall be secured at the end of each workday. All keys are in the exclusive control of the school representative at the site. All keys shall be returned at the expiration and/or termination of the contract.
- c. At no time shall the Contractor duplicate any CCPS-issued keys.

3.11 Right to Require Performance

The failure of CCPS at any time to require performance by the Contractor 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 contractor does not constitute a waiver of any rights under this ITB.

3.12 Contractor Vehicles

Contractor vehicles shall be clearly labeled with the Contractor's name and logo unless otherwise approved by CCPS, and shall meet all Federal, State, and local statutes and regulations.

3.13 Equipment Storage

- a. The Contractor will not be permitted to store any equipment, tools, or chemicals at any CCPS facility during the length of the contract unless worked out in detail with the Maintenance Department or their designee in writing.
- b. The Contractor must ensure that all equipment, tools, and chemicals are removed after each visit. Continual non-compliance may result in the removal of the contractor from the site or termination of the contract.

3.14 Water/Power

- a. Water will be made available, as necessary. Water keys, if necessary, will be issued by CCPS, and shall be the responsibility of the Contractor.

- b. Locations of a water supply, if available, will be determined for each site.
- c. CCPS may furnish electrical power as necessary or upon request.

3.15 Break Areas and Restrooms

Lunch and Break areas are restricted to the contractor vehicle parking area or off-campus. Restroom facilities are restricted to those areas designated by the Principal or Facility Manager.

3.16 Clean-Up

The Contractor shall be responsible for removing any debris from the project site and cleaning affected areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses. Also, upon request by CCPS, the Contractor shall remove such debris and materials from the property and properly dispose of them. The Contractor shall leave all affected areas as they were before beginning work.

3.17 Property Damages

- a. The Contractor shall perform necessary services in such a manner that does not damage property. In the event damage occurs to the property because of any services performed under this contract, the Contractor shall immediately report the incident to the Maintenance Department. The Contractor will replace or repair the same at no cost to CCPS. If the damage caused by the Contractor has to be repaired or replaced by CCPS, then the cost of such work shall be deducted from the monies due to the Contractor.
- b. Any other damage caused by the Contractor shall be **immediately** reported to the appropriate Maintenance Department representative. Any damage caused by a Contractor shall be repaired or replaced at the Contractor's expense. A reasonable schedule for the repair or replacement of any CCPS-damaged property shall be worked out with the CCPS Supervisor, Contractor, and/or site. CCPS may, at its option, have items repaired or replaced internally.
- c. Personal property damaged by the Contractor may be worked out between the Contractor and the individual owner(s) of the damaged property.
- d. Non-compliance with these procedures shall result in any invoice(s) being held until replacement parts are received or repairs are completed by the Contractor to the satisfaction of CCPS.

3.18 Additional Work Authorization

If additional work is required outside of an approved or scheduled service or project, the Contractor shall not proceed without the written approval of CCPS; this includes any emergencies that may arise or the discovery of additional work once a project has already commenced. The Contractor shall be forewarned that only the CCPS Maintenance Department may order or approve work to be performed. Each site possesses a facility manager with whom the Contractor shall coordinate any on-site activities; however, the facility manager is **not** authorized to order additional work.

3.19 Work Stoppages

- a. If any services or projects are disturbing student/teacher activities or posing an immediate danger, the principal or his designee shall have the right to direct the Contractor to stop all work. Once a stoppage of work has been ordered, the Contractor shall immediately cease all work and secure the area/site. The Contractor shall keep specific records of such occasions and shall notify the appropriate Maintenance Department representative immediately, of any such occurrence.
- b. The Contractor shall be responsible for immediately notifying CCPS, in writing, of any unsatisfactory or detrimental conditions that may arise that would interfere with the proper and timely completion of any project. The notification shall include the condition and an estimated timeframe of delay. Delays in projects

may be acceptable if it is agreed upon by CCPS. The Contractor shall not proceed without the conditions remedied and the approval of the Maintenance Department or its designee.

3.20 **Chemicals**

- a. Contractors will be permitted to use chemicals to assist in the performance of services under this ITB. The Contractor will be responsible to provide all chemicals and other materials necessary to perform services.
- b. All chemicals will be supplied at no additional cost to CCPS and be incorporated into the rates and pricing submitted under this ITB.
- c. **The Contractor will be expected to comply with all chemical labels in its applications.**

ALL CHEMICALS SHALL BE USED PER THEIR LABEL. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of chemicals.

- d. The Bidder shall list in the appropriate area on the bid sheet, any chemicals that will have high usage in the work described herein. Chemical information shall include name, brand name, manufacturer, EPA Registration #, any model or SDS # applicable, and a brief description/purpose of usage. Please note it is not necessary to submit SDS sheets with the bid for those chemicals bid as specified. Any SDS will be collected from the Contractor after the award and before use.

All chemicals must be approved by CCPS before usage.

- e. While on the job site, all chemicals must be kept secured at all times and handled in leak-free containers per all applicable laws.
- f. The Contractor is responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection in such cases.
- g. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of chemicals, petroleum products, or other hazardous material. The Contractor shall have always on-site, appropriate first aid and spill kit(s).
- h. The Contractor shall properly dispose of chemical containers as outlined in the label instructions. CCPS dumpsters are not to be utilized at any time during the contract.
- i. Throughout the contract, it is understood that newly researched products may become available. CCPS may consider other types of chemicals as they are made available. The Contractor shall meet with CCPS to discuss alternate products or new technologies that may increase efficiency, safety, and/or be more environmentally safe at any time during the contract. Any new product will be reviewed and either rejected or accepted at CCPS's discretion.
- j. The Contractor will be responsible to supply its personnel with all personal protective equipment for its operators. Failure to do so may be grounds for termination of the contract.

3.21 **Safety Data Sheets**

- a. Supplies requested that meet the Hazard Communication Standard (HCS), are required to have published Safety Data Sheets (SDS).
- b. The Contractor(s) will be required to submit a copy of the SDS for all such substances to CCPS, before the start of the contract.

- c. The Contractor shall always maintain a copy of all current SDS documentation and safety certifications at the Maintenance Department and each project site, as well as comply with all other site documentation requirements per applicable OSHA programs and this ITB.
- d. All products must be recommended for the specific application by the manufacturer and approved by the EP and OSHA.
- e. Failure to provide or maintain SDS documentation will be cause for termination of the contract.

3.22 Permits

CCPS possesses a general building permit with inspection services provided by a CCPS-designated vendor. Projects which may require a permit will fall under the CCPS general permit. Furthermore, all permit fees and costs will be the responsibility of CCPS. However, when required, the Contractor shall prepare all documents required to obtain a permit for any project necessary under this ITB.

3.23 Supplementary Specifications

CCPS reserves the right to add supplementary specifications to any service(s) under this ITB. Supplementary specifications may be for additional services outside of the general scope herein or under special circumstances, at the time of the said project. A price may be negotiated at the time if necessary for any supplementary specifications that may alter the scope of work listed herein.

3.24 Inspection of Services / Correction of Deficiencies

- a. CCPS will inspect any services performed under this ITB, as soon as practical, after notice of completion by the project has been given. If such inspection shows that the required services have been performed per specifications payment will be rendered upon receipt of a proper invoice.
- b. In the event the services or work performance of the Contractor is unsatisfactory, or deficiencies are noted on any service, the Contractor will be notified by the Maintenance Department and given a description of the deficiencies and a time frame to correct the work. There will be no cost to CCPS for these corrections.
- c. If any deficient service or work is not corrected, or if the Contractor fails to perform any required service within the schedule, CCPS reserves the right to obtain substitute performance. Deductions of the cost of such substitute performance will be made from the Contractor's payments. Exemptions may be given by the Maintenance Department if notified of any delays, problems, or conflicts that may arise during a particular project or service. Repetitive unsatisfactory performances will result in the termination of the contract.
- d. Any such inspection or tests made by CCPS, shall not relieve the Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Section 4 – Description of Services

4.1 Description / Overview

- a. CCPS intends to purchase under this ITB, the supply and installation services for HVAC filters on a recurring quarterly and annual basis for all sites located throughout CCPS. The need exists to have a proper source that is reliable, responsive, qualified, and readily available to meet CCPS needs and requirements with minimum delay in service. All potential bidders, who wish to be considered for any and all contract(s) for these services shall fulfill the requirements as listed herein.

The Contractor(s) shall provide quality HVAC filters, and qualified HVAC filter installation services, service vehicle(s), the necessary number of employees, tools, equipment materials, labor, and equipment necessary to perform such services, at various sites located throughout CCPS. The Contractor shall comply with CCPS's specifications, guidelines, and restrictions issued for each project/job. All work will include any and all services necessary from start to finish.

- b. Due to the wide variance, the unpredictability of the nature of the needs, and restricted budgets, CCPS will not be obligated to any set dollar amount and therefore a contract award only guarantees a source of supply for services. CCPS can only estimate that the selected Contractor(s) may be required to perform the supply and installation of HVAC filters as the need arises at any given CCPS site, during the course of the contract.
- c. It is the Contractor's responsibility to be familiar with and perform all services under this ITB which comply with all current federal, state, and local laws, codes, rules, and regulations. All services will be in accordance with any and 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 by this will be cause for termination of the contract.

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

- d. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of each project. The Contractor shall also thoroughly examine and be familiar with all the specifications.
- e. All work and scheduling will be performed in coordination with the HVAC Supervisor and Maintenance Department, per CCPS-issued work orders and awarded Contractor(s).
- f. The Maintenance Department or its designee will be the sole judge of conditions and the performance of the Contractor.
- g. The Contractor shall supervise and direct the work, using their best skill and expertise to ensure workmanship is of the highest quality. The Contractor shall be solely responsible for all work assigned to it, including the means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract with the Maintenance Department.
- h. All services will be for any and all CCPS sites as necessary and will be performed in conjunction with the full knowledge of the Maintenance Department.

4.2 Description of Sites

- a. CCPS currently has over fifty-seven (57) sites located throughout Collier County, Florida that may require services under this ITB. A list of sites and addresses may be obtained at:

<http://www.collierschools.com/domain/80>

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

- b. CCPS reserves the right to add additional sites or delete sites as necessary for the duration of the contract. Pricing will be held for any additional site based on the pricing given herein.
- c. The majority of orders under this ITB will be placed by the Maintenance Department; however, the Bidder shall note that any CCPS site may place orders for services under this ITB. The prices submitted by Bidders under this ITB will be held for any CCPS site.
- d. Any and all work ordered under this ITB is ordered on an as-needed basis only. Therefore, no minimum or maximum amount of work is guaranteed.

4.3 Requirements of Services

- a. It is the intent of CCPS to have the Contractor perform services as quickly and efficiently as possible with little to no interference with the daily routine and activities of the site.
- b. The expectation of the Contractor to perform services is to have the contractor arrive on site, with the appropriate number of employees, park in an area away from student drop off/pick up areas or an area designated by the Facility Manager and commence services. Services shall continue uninterrupted until the conclusion of all work specified, or clean-up is complete unless otherwise arranged with CCPS.
- c. **When applicable, ALL EMPLOYEES must sign in at the main office** (if the office is closed then the Contractor shall notify the Maintenance Department and/or Site Facility Manager of personnel on site) and follow any and all site procedures for visiting its site, including the proper badge/identification of each employee.
- d. Services shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size for the duration of the service.
- e. The Facility Manager or Maintenance Department may be needed to give access to the project area or designate necessities of the project for the Contractor.
- f. The Contractor will begin performing services and complete them in the allotted time frame. Upon completion, the contractor will secure (if necessary) and exit the site.
- g. Any designee, either the employee or an authorized representative of CCPS may announced or unannounced accompany the Contractor on any project, service, or site.
- h. Site shall be left in good condition and free of any debris or trash. The Contractor shall be responsible for the clean-up and disposal of all waste as a result of its services. The Contractor will be responsible for the disposal of all debris and shall not use CCPS dumpsters for any disposal. The area shall be kept as neat, clean, and orderly as possible during services.
- i. The Contractor will remove all old filters from the site upon completion of the job.
- j. During the course of its services, the Contractor shall notify the Maintenance Department upon discovery of any new or problematic issues. Notification may be immediate if the observation is deemed an emergency. CCPS will be the sole determiner if action is required.

4.4 **Schedule of Work & Availability**

- a. The majority of the services and projects will be scheduled and performed during non-school operating hours. **The Contractor must coordinate all projects and work directly with the Maintenance Department on a reasonable schedule for all projects and services, to ensure as little downtime for the site(s) or area(s).** All services will be performed, weather permitting, per this schedule. Any amendment to the schedule shall only be made with the knowledge and approval of the HVAC Supervisor and Maintenance Department. All amendments are at the sole discretion of the Maintenance Department.
- b. The Contractor shall be available to perform any scheduled work during standard business hours, Monday through Friday, 7:30 a.m. to 4:00 p.m., however, the Contractor should note that there may be incidents that require the work to be performed after standard business hours or on weekends to not interfere with students, and site availability. The Contractor shall therefore be available to perform services outside of standard business hours. Permission to work outside the standard business hours must be gained directly from CCPS in writing and may be granted verbally in emergency situations.
- c. Incident #'s shall be issued for each project as soon as possible and shall be referenced on the invoice.
- d. **No work shall be performed without the full knowledge of the HVAC Supervisor and Maintenance Department.**
- e. The Contractor may be furnished with a Facility Manager, school/site phone number, and/or e-mail address for any and all sites. The site contact may be utilized for access to certain areas of campuses if need be.
- f. The Contractor shall submit a permanent schedule, within 30 days of the award, in writing to the HVAC Supervisor, listing by site; the day of the week services shall be performed. Any amendment to the schedule must be requested in writing prior to implementation. Implementation of schedule amendment is solely at the discretion of CCPS.

4.5 **Response Time**

- a. The Contractor shall be contacted by the Maintenance Department or its designee for all services.
- b. The Contractor shall respond within two (2) business days to CCPS's request for either a meeting, the preparation of an estimate, or responding to a Maintenance issued work order/incident, for all non-emergency projects. The request may be in the form of an e-mail or phone call.
- c. **** Contractor shall respond immediately for any emergency call or immediate need requested by CCPS and will be on-site and commencing services within two (2) hours of initial contact, for all sites. The Contractor shall immediately address the problem, take photographs (if possible) and inform the appropriate CCPS Supervisor of the extent of the emergency and/or problems.****
- d. Failure to respond within these time frames may be cause for CCPS to use alternate Contractor(s). Continued failure to respond will result in the termination of the contract.

4.6 **HVAC Filter Monthly Invoicing**

The Contractor shall be assigned a continuous work order (Incident number) for each site annually. The Contractor shall supply invoices per site every month to CCPS. Invoices shall contain the name of the service site, the Incident Number (work order) for that site, and the quantity, size, description, and unit cost of each filter.

4.7 **Work Tickets**

The contractor shall develop a work ticket that shall at a minimum include, but not be limited to the number of filters supplied and installed listed by the filter sizes and the number of employees on-site that performed the

services. Work tickets shall be completed after each site is serviced and clearly indicate the name of the site and address. Each work ticket shall be emailed to the HVAC Supervisor or his designee upon completion of installation services. A sample of a work ticket is attached in **Attachment 3**.

Work tickets shall be maintained and completed after each service per site throughout the contract.

4.8 Amendments to Contract / Agreement

The contract may be amended in writing from time to time by mutual consent of both parties. If the contract award exceeds the delegated purchasing authority of CCPS or requires a change in the scope of services or otherwise makes a change or supplement to the original agreement, then CCPS must obtain approval for the amendment from the School Board. All amendments to the contract must be in writing and fully executed by duly authorized representatives of the Contractor and CCPS School Board or designee.

Section 5 – Scope of Work

5.1 HVAC Filter Specifications

All HVAC filters will be supplied by the Contractor and include but are not limited to Nominal, True, and Special Sizes. The following manufacturers listed, are to be used as guides to the level of quality and general specifications of the HVAC filters desired by CCPS. Minor variations are permitted and encouraged in the interest of competitive bidding. The type and/or model of filter outlined in these specifications are for a standard manufacturer's product line. These specifications intend to be non-restrictive and allow the vendor(s) to bid on a particular item equal in quality to that specified which is standard in their line of manufacturing. ***The proposers are required to list the manufacturer and model # of each item on its pricing sheet with its submittal.***

CCPS will accept the following brands of filters or an approved equal:

- Camfil Farr
- American Air Filter
- Purolator
- Glassfoss

If a proposer submits a bid on any other brand other than the above listed, then it must supply the proper documentation and information as described herein.

A. **Specification for Pleated Disposable Filters:**

Any pleated disposable filter shall meet the following minimum standards of performance and certifications:

- Filters shall be Camfil Farr 30/30 High Capacity or approved equal.
- Underwriters Laboratories Class 2 certification (written proof of UL listing for all thicknesses of pleated filters shall be submitted with the bid).
- **MERV 8A** efficiency in accordance with ASHRE 52.2-2007 Standards with all applicable appendices. It shall also have a MERV-A of 8 when tested per Appendix J of the same standard. The media shall maintain or increase in efficiency over the life of the filter. Initial resistance to airflow shall not exceed 0.23", 0.31", or 0.27" w.g. at an airflow of 350, 500, or 500 fpm on 1", 2", or 4" deep models respectively.

Filters shall consist of pleated panels of cotton and synthetic media with a welded wire media support grid. An enclosing frame of no less than a 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows.

The manufacturer shall guarantee the integrity of the filter pack to 2.0" w.g.

Suppliers submitting an equal must include, with this solicitation, certified test data supporting their filter performance. Test data shall be based on the testing of a 24"x 24" x 2" sample filter.

B. **Specification for 4" Pleated Filters (Final Filter Configuration):**

1.) All 4" filters will meet the following specifications with the exception sizes listed below:

- Filters shall be Camfil Farr 30/30 High Capacity or approved equal.
- Underwriters Laboratories Class 2 certification (written proof of UL listing for all thicknesses of pleated filters shall be submitted with the bid)
- **MERV 8** efficiency pleats.

2.) These 4" sizes:

- 4" Nominal 12 x 24"
- 4" Nominal 20 x 20"
- 4" Nominal 20 x 24"

Will meet the following specifications:

- Mini pleats 65% or MERV 11
- Metal with header

C. Specification for 12" Rigid Box Filters (Final filter configuration):

All 12" box filters will meet the following specifications:

- Filters shall be Camfil Farr Aeropac or approved equal.
- High-efficiency box-style air filter with wet-laid paper-style media in an all-metal enclosing frame or equal-strength plastic frame. Media – Microfine glass media formed into full-pack depth pleats separated by corrugated aluminum separators.
- Recommended final pressure drop: 1.50" w.g. when operated at 500 fpm.
- Underwriters Laboratories Class 2 certification (written proof of UL listing for all thicknesses of pleated filters shall be submitted with the bid).
- MERV 11 efficiency.

D. SPECIAL FILTERS NOT LISTED HEREIN / ADDITIONAL FILTERS

During the contract, the Contractor may be requested to replace or install a special filter not otherwise listed herein. At the time of need, CCPS will contact the Contractor to discuss the quality, size, and location of any such need. CCPS will approve the requested special filter and negotiate pricing at that time. If it is determined this special need will become routine, then a firm price for the contract period may be negotiated at that time.

5.2 Exceptions to HVAC Filter Specifications

These specifications intend to be non-restrictive and allow the vendors to bid on products equal in quality to that specified which is standard in their line of manufacturing. Exceptions to specifications may be considered on items, however, the proposer must be able to prove its product either meets or exceeds the specifications listed. The proposer shall provide documentation, colored illustrations, and/or any other information necessary to demonstrate the quality of the non-specified item. Product specifications must accompany the submittal. Failure to provide such information on any manufacturer/product may be cause for rejection of the submittal.

5.3 Samples

- a. To ensure quality and that alternates meet or exceed the specifications of this solicitation, CCPS **is requesting** samples be submitted any time prior to the due date and up to the due date of the solicitation. The proposer shall submit the following sizes to CCPS with its proposal to be examined, evaluated, and compared for quality and approval:

- 24" x 24" x 1"
- 24" x 24" x 2"

- b. The proposer shall submit at least one sample for each size and/or brand listed above. All samples shall be submitted any time prior to the due date and up to the due date of the solicitation. Samples will be submitted at no charge to CCPS and will NOT be returned. The proposer may provide additional samples at its discretion. Samples are to be labeled with the bid number and sent to:

Collier County Public Schools
Purchasing Department
Attn: Valerie Acuna
5775 Osceola Trail
Naples, FL 34109

5.4 HVAC Filter Installation Services

a. *Description:*

CCPS HVAC Filters will be replaced quarterly as part of a preventative maintenance plan to maintain good air quality in its facilities. In addition, several filters require annual servicing which are described as, “once-a-year filters”. It is the intent of CCPS to have the contractor perform services as quickly and efficiently as possible with little to no interference with the daily routine and activities of the site.

b. *Washout Services*

CCPS has some units with permanent washable filters. The Contractor shall remove, wash, and replace during scheduled services.

c. *Multiple Site Zones*

CCPS sites have been divided into three (3) zones: Naples Area, Golden Gate/East Naples Area, and South Naples/Immokalee Area. Each zone will list an estimated quarterly service schedule and any once-a-year serviced filters and portable filters (if applicable) per **Attachment 1 – Geographical Zones**. Zones and sites within have been selected based on the previous services and geographical location. CCPS may work with the Contractor to reconfigure zones in order to make the installation services more economically beneficial for the Contractor and CCPS. The proposer may submit an alternate zone proposal with newly proposed zones and sites within if it so chooses.

d. *The Expectation of Services*

The expectation of the Contractor is to perform services with as little to no interference to the site and its daily activities. Services will be performed per the following:

- 1.) The Contractor will contact the Facilities Manager 48 hours before arrival to a scheduled service.
- 2.) **The Contractor will arrive on site on the scheduled day and time** with the appropriate number of employees, park in an area away from student drop-off/pick-up areas or an area designated by the Facility Manager and commence services. Services shall continue uninterrupted until the conclusion of all work specified, or cleanup is complete (the contractor will be provided with a schedule of testing dates that the school will not be available).
- 3.) **ALL EMPLOYEES must sign in at the site’s main office** - if the office is closed then the Contractor shall notify the Maintenance Department and/or Site Facility Manager of personnel on site, and follow all site procedures for visiting its site, including the proper badge/identification of each employee. **Failure to do so will be cause for termination of the contract.**
- 4.) The site’s Facility Manager may be contacted to give access to buildings and areas where work will need to be performed.
- 5.) The Contractor will have a sufficient supply of filters for the entire site.*.
- 6.) The Contractor will commence services and remove all old filters at the time of replacement. Old filters will be placed in plastic bags, immediately after removal to ensure that little to no dust or debris is released into the environment. All old filter bags will be removed by the Contractor and disposed of properly off-site. **The Contractor shall not utilize CCPS dumpsters.**
- 7.) Filters will be replaced with **new** filters at all areas of each site. New filters will be clearly labeled with the date they are installed.
- 8.) The Contractor will clean all return grills where a filter is located, and any other return grill as noted by the HVAC Supervisor.
 - The grills must be cleaned each time filter is replaced, with no exceptions. The Contractor shall wipe the grills down utilizing a microfiber damp cloth and antimicrobial spray.**
 - All CCPS grills should be in good working condition and rust-free. Any rust or other issues with the grills shall be reported to the HVAC Supervisor as soon as possible.
- 9.) **All areas affected during service will be cleaned and debris free upon completion.**
- 10.) **All filters for a specific site will be changed on the same day.**

- 11.) The Contractor shall obtain a signature from the Facilities Manager or site designee for the work performed on-site.
- 12.) Any deficiencies related to this contract shall be rectified by the end of business, the day following notification. This requirement may be adjusted with the written approval of the Maintenance Supervisor.
- 13.) During the course of its services, the Contractor shall immediately notify the Maintenance Department upon discovery of any new or problematic issues. CCPS will be the sole determiner if action is required.

Failure to meet or continual non-compliance with any of the above shall be grounds for termination of the contract.

The Contractor shall bring the correct quantity and sizes to complete the site.

***All cleaning agents/chemicals must be pre-approved by CCPS prior to use.*

e. *Further Description of Services*

- 1.) Services shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size for the duration of the service.
- 2.) The Contractor will begin performing services and complete them in the allotted time frame. Upon completion, the contractor will secure (if necessary) and exit the site.
- 3.) Any designee, either the employee or an authorized representative of CCPS may announced or unannounced accompany the Contractor on any project, service, or site.
- 4.) No work shall be performed without full knowledge of the Maintenance Department and/or the site's Facility Manager.

5.5 **Stock on Site / Portable Classroom Consideration**

The Contractor shall ensure to stock enough of the sizes and quantities of filters to complete its schedule for the day. A site shall be fully completed on the same day, to cause as little interference to the site as possible. Furthermore, the Contractor shall be aware that many CCPS sites have portable classrooms. Portable classrooms may be moved from site to site at any time during the contract and, therefore, the Contractor shall maintain an "on-hand truck stock" to accommodate the possibility of portable classrooms. A portable classroom shall be serviced the same day the site is serviced (quarterly) and has a typical filter size of 16 x 30 x 1 or 20 x 30 x 1.

5.6 **HVAC Unit Problem Reporting**

During the course of the services, the Contractor shall immediately report any problems it may observe during its services with any units. Any problem shall be reported to the HVAC Supervisor upon discovery. These problems may include but are not limited to any abnormal noises, loose belts, blocked drain lines, overflowing drain pans, frozen units, noticeable leaks, and any other abnormality that the Contractor notices at the time of service.

5.7 **Quantities and Sizes / Survey**

Under this solicitation, CCPS is supplying estimated quantities and sizes by the site. Due to the wide range of sites and the needs of each site, the quantities and sizes listed are estimates based on previous services. They are given for bidding purposes and as an estimate as to what the contractor(s) can expect to supply and service throughout the contract. Please note that the actual quantities and/or sizes may vary and/or be changed during the course of the services, without penalty. The unit pricing submitted shall be firm regardless of the quantity ordered.

Please note CCPS is continually undergoing HVAC renovations and therefore the sizes and quantities listed herein are subject to change.

After the award of the contract, the Contractor shall perform a **survey** to verify the location, sizes, quantities, and types of filters required at every site. CCPS will assist the Contractor in this process. This is an initial accommodation and therefore the entire School District shall be completed on consecutive days with little to no interference to the sites or their daily activities. This initial survey shall be completed within fifteen (15) days of award or prior to the commencement of work, as determined by the HVAC Supervisor. A completed report shall be submitted to the HVAC Supervisor.

5.8 Construction, Renovation Projects & Additions

Due to construction, renovation, or other projects, HVAC units may be added, changed, or eliminated during the contract. The Contractor shall be expected to provide filter services to any CCPS unit that is added to the contract and adjust services for any units that are removed or replaced. The pricing will be the same for the filter sizes given for that site. If a unit is installed that requires a non-bid filter, then a price may be negotiated at that time as necessary.

Section 6 – Pricing Proposal Description

6.1 Pricing

CCPS is requesting a unit price for each filter size, for all sites located within CCPS, which shall include all shipping/handling or other transportation costs or fees that may be incurred as well as all costs associated with the installation of the filter. No increases or additional monies shall be owed or charged to CCPS during the course of the contract. The proposer shall list all charges necessary with its submittal. The proposer shall submit pricing for the sizes listed in **Attachment 2 – Unit Pricing by Size** or create a similar document for its submittal. The unit price will be for all CCPS sites regardless of location.

6.2 Pricing Structures

a. Unit Prices by Size

The proposer shall provide, on the attached bid sheet or create similarly its unit prices by size with its submittal. Each unit price, by size, shall include all charges for shipping/handling or other transportation costs or fees that may be incurred as well as all costs associated with the installation of the filter. No additional fees will be permitted. The unit price shall be for any CCPS site. The proposer shall provide pricing for quarterly filters and once-a-year filters.

b. Estimated Quantities

The proposer shall provide extended unit pricing per its unit price, by size, for each of the sizes listed herein or created similarly. Please note the quantities listed are estimated. These estimates are relatively close to the actual filter sizes and amounts and are given for bidding purposes. Actual amounts and quantities may vary throughout the contract but **unit pricing per size shall remain firm.**

c. Washout Service

The proposer shall provide a unit price to provide washout service. The pricing will be for any size/type of filter and will be for any CCPS site. The proposer shall provide an extended price per the estimated quantity listed herein.

d. The proposer shall provide a total proposal per the solicitation bid sheet or create one similarly.

e. All pricing and rates will be firm for the duration of the contract.

ITB #23-071 HVAC Filters – Supply & Installation – Checklist, Bid & Pricing Sheets

Please complete; failure to complete in full may be cause for rejection of proposal.

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"/> Fully Completed Bid Sheet |
| <input type="checkbox"/> Completed Addenda (if applicable) | <input type="checkbox"/> Business Licenses |
| <input type="checkbox"/> Electronic Submittal of Bid | <input type="checkbox"/> Contractor Licenses |
| <input type="checkbox"/> Exhibit A - Conflict of Interest Statement | <input type="checkbox"/> NADCA Licenses/Certifications |
| <input type="checkbox"/> Exhibit B - Affidavit Concerning Illegal Aliens | <input type="checkbox"/> Technician Resumes |
| <input type="checkbox"/> Exhibit C - Debarment form | <input type="checkbox"/> Employee Training Statement |
| <input type="checkbox"/> Exhibit D - Drug-Free Workplace Certification | <input type="checkbox"/> Purchases from this bid by other agencies statement |
| <input type="checkbox"/> Exhibit JLA – Jessica Lunsford Act | |

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

Reference #1

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #2

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #3

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

- B.** Previous Experience with CCPS – Please list/state any previous experience with CCPS to include sites and CCPS contact personnel.

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

D. Equipment & Machinery List - (may use additional paper if necessary).

E. Staff Requirements: Please provide following information as requested:**Supervisor**

Name	Position/Title	Location	Area of Expertise / Certification(s)	Years Employed w/ Company	Years in Industry
	Supervisor				

Technicians

Technician Name	Position/Title	Trade / Area of Expertise	Years Employed w/ Company	Years in Industry

**May use additional paper if necessary for additional employees*

F. Location of Business Office that will be servicing this solicitation:

Address: _____

Telephone: _____

E-Mail: _____

of Employees at this site: _____

of years at this site: _____

- G. Please list any Sub-contractors and the *possible* work they may perform (additional page may be used if necessary):

Sub-Contractor	Description of Services

Attachment 1 – Geographical Zones

Zone 1 – Naples Area, 19 Sites

Quarterly Services: July, October, January, and April
 Once-A-Year Services: July
 Portable Services: July

#	Abr	Site	Site Contact
1.	ADM	Dr. Martin Luther King, Jr. Administrative Center 5775 Osceola Trail Naples 34110	John Blair (239) 377-0234 blairj1@collierschools.com
2.	BCH	Barron Collier High 5600 Cougar Drive Naples 34110	Dale Patt (239) 377-9808 pattd@collierschools.com
3.	GCH	Gulf Coast High 7878 Shark Way Naples 34119	Mike Shaw (239) 377-1408 ShawM1@collierschools.com
4.	GVM	Gulfview Middle 6 th Street S Naples 34102	Pedro Perez (239) 377-4008 perezpe@collierschools.com
5.	LOE	Laurel Oak Elementary 7800 Immokalee Rd Naples 34119	Ron "RJ" Hessel (239) 377-7408 hesser@collierschools.com
6.	LPE	Lake Park Elementary 1295 14 th Avenue N Naples 34102	Jose Roque (239) 377-7208 roquej@collierschools.com
7.	MNT	Maintenance Department 5702 Cougar Drive Naples 34109	Matt Carpenter (239) 377-1138 carpem@collierschools.com
8.	NHS	Naples High 1100 Golden Eagle Circle Naples 34102	Miguel Riol (239) 377-2208 riolmi@collierschools.com
9.	NNM	North Naples Middle 16165 Learning Lane Naples 34110	Karl Little (239) 377-4608 littlk@collierschools.com
10.	NPE	Naples Park Elementary 685 111 th Ave N Naples 34108	Justin LeClere (239) 377-7708 leclej@collierschools.com
11.	OES	Osceola Elementary 5770 Osceola Trail Naples FL 34109	Joel Canales (239) 377-7808 canalj2@collierschools.com
12.	OMS	Oakridge Middle School 14975 Collier Blvd Naples 34119	Jay Vicarella (239) 377-4808 vicarj@collierschools.com
13.	PME	Pelican Marsh Elementary 9480 Airport Rd N Naples 34109	David Karlen (239) 377-7908 karled@collierschools.com
14.	PRM	Pine Ridge Middle	Scot Gonder

#	Abr	Site	Site Contact
		1515 Pine Ridge Rd Naples 34109	(239) 377-5008 gondes@collierschools.com
15.	PES	Poinciana Elementary 2825 Airport Rd S Naples 34105	Bradley Geidner (239) 377-8108 geidnb@collierschools.com
16.	SGE	Sea Gate Elementary 650 Sea Gate Drive Naples 34103	Jimmy Maldonado (239) 377-8308 maldoj1@collierschools.com
17.	TRN-N	Transportation – North 5700 Cougar Lane Naples 34109	Matt Carpenter (239) 377-1138 carpem@collierschools.com
18.	VME	Veterans Memorial Elementary 15960 Veterans Memorial Blvd Naples 34110	Chad Bullock (239) 377-8808 Bulloc1@collierschools.com
19.	VES	Vineyards Elementary 6225 Arbor Blvd Naples 34119	James Orfely (239) 377-8708 orfelj@collierschools.com

Zone 2 – Golden Gate / East Naples Area, 23 Sites

Quarterly Services: August, November, February, and May
 Once-A-Year Services: August
 Portable Services: August

#	Abr	Site	Site Contact
20.	ALT	Alternative Schools 3710 Estey Avenue Naples 34104	Razvan Gheorghe (239) 377-0908 gheorr@collierschools.com
21.	AVE	Avalon Elementary 3300 Thomasson Drive Naples 34112	Kelvin Sotomayor (239) 377-6208 sotomk@collierschools.com
22.	BCE	Big Cypress Elementary 3250 Golden Gate Blvd W Naples 34120	Ricky Brito (239) 377-6308 britori@collierschools.com
23.	CPE	Calusa Park Elementary 4600 Santa Barbara Blvd., Naples 34104	Fredy Caballeros (239) 377-6408 caballfr@collierschools.com
24.	CES	Corkscrew Elementary 1065 CR 858 Naples 34120	Herncy Poteau (239) 377-6508 poteauhe@collierschools.com
25.	CMS	Corkscrew Middle 1165 CR 858 Naples 34120	Jerry Jarrett (239) 377-3408 jarretje@collierschools.com
26.	CPM	Cypress Palm Middle 4255 18 th Ave NE Naples 34120	Ivan Magana (239) 377-5208 maganaiv@collierschools.com

#	Abr	Site	Site Contact
27.	EES	Estates Elementary 5945 Everglades Blvd N Naples 34120	David Gimenez (239) 377-6608 Gimend1@collierschools.com
28.	ENM	East Naples Middle 4100 Estey Avenue Naples 34104	Yamil "Jimmy" Bello (239) 377-3608 belloy@collierschools.com
29.	GGH	Golden Gate High 2925 Titan Way Naples 34116	Steven Fowler (239) 377-1608 fowles@collierschools.com
30.	GGM	Golden Gate Middle 2701 48 th Terrace SW Naples 34116	Jorge Guadarrama (239) 377-3808 guadaj@collierschools.com
31.	GGE (Pk-2 nd)	Golden Gate Elementary 4911 20 th Place SW Naples 34116	Terry Paquette (239) 377-6908 paquet@collierschools.com
32.	HCE (3-5 th)	Herbert Cambridge 5055 20 th Place SW Naples 34116	Terry Paquette (239) 377-6908 paquet@collierschools.com
33.	GTE	Golden Terrace Elementary - North 2711 44 th Terrace SW Naples 34116	Izzy Gonzalez (239) 377-7008 gonzalis@collierschools.com
34.	LGE	Lavern Gaynor Elementary 2965 44 th Terrace SW Naples 34116	Izzy Gonzalez (239) 377-7008 gonzalis@collierschools.com
35.	LWH	Lorenzo Walker Technical High 3702 Estey Avenue Naples 34104	Razvan Gheorghe (239) 377-0908 gheorr@collierschools.com
36.	LWC	Lorenzo Walker Technical College 3702 Estey Avenue Naples 34104	Razvan Gheorghe (239) 377-0908 gheorr@collierschools.com
37.	MDE	Mike Davis Elementary 3251 Magnolia Pond Dr Naples 34116	Elizabeth Mosquera (239) 377-9008 mosque@collierschools.com
38.	PLE	Palmetto Elementary 3000 10 th Avenue SE Naples 34117	Jorge Mulet (239) 377-9108 muletj@collierschools.com
39.	PRH	Palmetto Ridge High 1655 Victory Lane Naples 34120	Mike Clawson (239) 377-2408 clawsm@collierschools.com
40.	SLE	Shadowlawn Elementary 2161 Shadowlawn Dr Naples 34112	Alvin Sotomayor (239) 377-8408 Sotoma2@collierschools.com
41.	SPE	Sabal Palm Elementary 4095 18 th Ave NE Naples 34120	Eddie Burgos (239) 377-8208 burgosed@collierschools.com
42.	WHR	Warehouse 2149 Andrew Drive Naples 34112	Matt Carpenter (239) 377-1138 carpem@collierschools.com

Zone 3 – South Naples / Immokalee Area, 20 Sites

Quarterly Services: September, December, March, and June
 Once-A-Year Services: September
 Portable Services: September

#	Abr	Site	Site Contact
43.	BEC	Bethune Education Center 620 S 5 th Street Immokalee 34142	Matt Carpenter (239) 377-1138 carpem@collierschools.com
44.	EPE	Eden Park Elementary 3655 Westclox Street Immokalee 34142	Felipe Salinas, Jr. (239) 377-9208 salinf@collierschools.com
45.	EVG	Everglades City School 415 School Dr Everglades City 34139	Brandon Barrows (239) 377-9808 barrob1@collierschools.com
46.	HLE	Highlands Elementary 1101 Lake Trafford Rd Immokalee 34142	Matias "Matt" Rios (239) 377-7108 Riosma@collierschools.com
47.	IHS	Immokalee High School 701 Immokalee Dr Immokalee 34142	Amos Roberts (239) 377-1808 RobertAm@collierschools.com
48.	IMS	Immokalee Middle 401 9 th Street Immokalee 34142	Angel Gamez (239) 377-4208 GamezAn@collierschools.com
49.	ITC	Immokalee Technical College 508 N 9 th Street Immokalee 34142	Rey Trevino (239) 377-9908 trevir1@collierschools.com
50.	LES	Lely Elementary 8125 Lely Cultural Pkwy Naples 34113	Yanka Ruiz (239) 377-7508 ruizy@collierschools.com
51.	LHS	Lely High 1 Lely High School Blvd Naples 34113	Brian Neely (239) 377-2008 neelyb@collierschools.com
52.	LTE	Lake Trafford Elementary 3500 Lake Trafford Rd Immokalee 34142	Joe Gutierrez (239) 377-7308 GutierJo@collierschools.com
53.	MCS	Marco Island Charter Middle 1401 Trinidad Ave Marco Island 34145	Daniel Palacio (239) 377-3208 palacd@collierschools.com
54.	MES	Manatee Elementary 1880 Manatee Rd Naples 34114	Paul Curry (239) 377-7608 curryw@collierschools.com
55.	MMS	Manatee Middle 1920 Manatee Rd Naples 34114	Gilbert Tanguma (239) 377-4408 tangug@collierschools.com
56.	MNT-I	Immokalee Maintenance 610 Roberts Ave. West Immokalee, FL. 34142	Scott Galloway (239) 377-0636 gallos1@collierschools.com
57.	PCR	Pinecrest Elementary	Clemente Quintanilla

#	Abr	Site	Site Contact
		313 9 th Street S Immokalee 34142	(239) 377-8008 QuintaCI@collierschools.com
58.	PSE	Parkside Elementary 5322 Texas Avenue Naples 34113	Steve Webster (239) 377-8908 Websts1@collierschools.com
59.	TBE	Tommie Barfield Elementary 101 Kirkwood St Marco Island 34145	Gumesindo "Gus" Cortez (239) 377-8508 corteg@collierschools.com
60.	TRN-I	Transportation – Immokalee 2057 Commerce Avenue Immokalee 34142	Matt Carpenter (239) 377-1138 carpem@collierschools.com
61.	TRN-S	Transportation – South 6543 Rattlesnake Hammock Rd Naples 34113	Matt Carpenter (239) 377-1138 carpem@collierschools.com
62.	VOE	Village Oaks Elementary 1601 SR 29 Immokalee 34142	Alberto Espinoza (239) 377-8608 espina5@collierschools.com

Attachment 2 – Unit Pricing

The proposer shall supply a unit price per filter size listed below to include any and all charges to supply and install a filter for any site located within CCPS. No additional monies will be permitted. The proposer shall also provide extended pricing information based on the unit price and the quantities listed below. Please note the quantities listed are estimated and are subject to change. The proposer may utilize these sheets or create one similarly.

A. QUARTERLY FILTERS – UNIT PRICING

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
1.	10 x 10 x 1	AM TAK POLY FILTER	\$	10	\$
2.	10 x 10 x 1	MERV 8 PLEAT	\$	10	\$
3.	10 x 17 x 1	AM TAK POLY FILTER	\$	1	\$
4.	10 x 20 x 1	MERV 8 PAD POLYTAK ANTIMIC	\$	4	\$
5.	10 x 24 x 1	AM TAK POLY FILTER	\$	1	\$
6.	10 x 25 x 1	AM TAK POLY FILTER	\$	24	\$
7.	10 x 25 x 1	MERV 8 PAD POLYTAK ANTIMIC	\$	6	\$
8.	10 x 25 x 1	AM TAK POLY MERV 8 FILTER	\$	4	\$
9.	10 x 26 x 1	MERV 8 PAD POLYTAK ANTIMIC	\$	1	\$
10.	10 x 27 x 1	AM TAK POLY FILTER	\$	1	\$
11.	10 x 28 x 1	AM TAK POLY FILTER	\$	1	\$
12.	10 x 34 x 1	AM TAK POLY FILTER	\$	1	\$
13.	10 x 36 x 1	MERV 8 PLEAT	\$	1	\$
14.	10 x 36 x 1	AM TAK POLY FILTER	\$	1	\$
15.	10 x 37 x 1	AM TAK POLY FILTER	\$	1	\$
16.	10 x 72.4 x 1	AM TAK POLY FILTER	\$	4	\$
17.	10.4 x 10.4 x 1	AM TAK POLY FILTER	\$	4	\$
18.	10.4 x 16.4 x 1	AM TAK POLY FILTER	\$	1	\$
19.	10.4 x 37 x 1	AM TAK POLY FILTER	\$	1	\$
20.	11 x 37 x 1	AM TAK POLY FILTER	\$	2	\$
21.	11 x 37 x 1	AM TAK POLY MERV 8 FILTER	\$	1	\$
22.	12 1/4 x 27 7/8 x 1	MERV 8 PLEAT	\$	33	\$
23.	12 x 12 x 1	MERV 8 PLEAT	\$	12	\$

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
24.	12 x 12 x 1	AM TAK POLY FILTER	\$	2	\$
25.	12 x 12 x 2	MERV 8 PLEAT	\$	1	\$
26.	12 x 16 x 1	MERV 8 PLEAT	\$	2	\$
27.	12 x 16 x 1	MERV 8 PLEAT	\$	2	\$
28.	12 x 16 x 1	AM TAK POLY FILTER	\$	1	\$
29.	12 x 16 x 2	MERV 8 PLEAT	\$	9	\$
30.	12 x 20 X 1	MERV 8 PLEAT	\$	36	\$
31.	12 x 20 x 1	AM TAK POLY FILTER	\$	1	\$
32.	12 x 20 x 2	MERV 8 PLEAT	\$	52	\$
33.	12 x 24 x 1	MERV 8 PLEAT	\$	56	\$
34.	12 x 24 x 1	AM TAK POLY FILTER	\$	1	\$
35.	12 x 24 x 2	MERV 8 PLEAT	\$	1149	\$
36.	12 x 24 x 4	MERV 8 PLEAT	\$	156	\$
37.	12 x 27 7/8 x 1	MERV 8 PLEAT	\$	39	\$
38.	12.2 x 27.7 x 1	MERV 8 PLEAT	\$	49	\$
39.	12.4 x 17 x 1	MERV 8 PLEAT	\$	24	\$
40.	12.75 x 16.5 x 1	MERV 8 PLEAT	\$	96	\$
41.	12.75 x 16.5 x 2	MERV 8 PLEAT	\$	24	\$
42.	13 x 22 x 1	AM TAK POLY FILTER	\$	2	\$
43.	13 x 28 x 1	MERV 8 PAD POLYTAK ANTIMIC	\$	2	\$
44.	13.6 x 18 x 1	AM TAK POLY FILTER	\$	1	\$
45.	14 x 14 x 1	MERV 8 PLEAT	\$	1	\$
46.	14 x 14 x 2	MERV 8 PLEAT	\$	1	\$
47.	14 x 20 x 1	MERV 8 PLEAT	\$	39	\$
48.	14 x 20 x 1	MERV 8 PAD POLYTAK ANTIMIC	\$	1	\$
49.	14 x 20 X 2	MERV 8 PLEAT	\$	27	\$
50.	14 x 24 x 1	MERV 8 PLEAT	\$	14	\$
51.	14 x 24 x 2	MERV 8 PLEAT	\$	9	\$

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
52.	14 x 25 x 1	MERV 8 PLEAT	\$	4	\$
53.	14 x 25 x 2	MERV 8 PLEAT	\$	149	\$
54.	14 x 25 x 2	AM TAK POLY FILTER	\$	4	\$
55.	14 x 30 x 1	MERV 8 PLEAT	\$	6	\$
56.	14 x 54 x 1	AM TAK POLY FILTER	\$	8	\$
57.	14 x 60 x 1	AM TAK POLY FILTER	\$	1	\$
58.	14 x 78 x 1	AM TAK POLY FILTER	\$	10	\$
59.	15 x 21 x 1	AM TAK POLY FILTER	\$	3	\$
60.	15 x 55 x 1	MERV 8 PAD POLYTAK ANTIMIC	\$	4	\$
61.	15 x 57 x 1	MERV 8 PAD POLYTAK ANTIMIC	\$	1	\$
62.	15 X 72 x 2	3 LINK 4 PLY PANEL FILTER	\$	1	\$
63.	15 x 78 x 1	AM TAK POLY MERV 8 FILTER	\$	7	\$
64.	16 x 16 x 2	MERV 8 PLEAT	\$	204	\$
65.	16 x 19 x 2	MERV 8 PLEAT	\$	2	\$
66.	16 x 20 x 1	MERV 8 PLEAT	\$	14	\$
67.	16 x 20 x 1	AM TAK POLY FILTER	\$	1	\$
68.	16 x 20 x 1	MERV 8 PLEAT	\$	1	\$
69.	16 x 20 x 2	MERV 8 PLEAT	\$	692	\$
70.	16 x 20 x 4	MERV 8 PLEAT	\$	87	\$
71.	16 x 23 x 2	MERV 8 PAD POLYTAK	\$	4	\$
72.	16 x 24 x 2	MERV 8 PLEAT	\$	434	\$
73.	16 x 24 x 2	PLEAT INSERT	\$	24	\$
74.	16 x 24 x 4	MERV 8 PLEAT	\$	11	\$
75.	16 x 25 x 1	MERV 8 PLEAT	\$	44	\$
76.	16 x 25 x 1	MERV 8 PLEAT	\$	1	\$
77.	16 x 25 x 2	MERV 8 PLEAT	\$	602	\$
78.	16 x 25 x 4	MERV 8 PLEAT	\$	53	\$
79.	16 x 27.4 x 2	MERV 8 PLEAT	\$	4	\$

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
80.	16 X 30 X 1	MERV 8 PLEAT	\$	98	\$
81.	16 X 41 X 2	AM TAK POLY FILTER	\$	1	\$
82.	16.4 x 24.4 x 2	AM TAK POLY FILTER	\$	1	\$
83.	16.4 x 25.4 x 2	AM TAK POLY FILTER	\$	1	\$
84.	16.7 x 22 x 0.5	AM TAK POLY FILTER	\$	1	\$
85.	17 x 17 x 1	MERV 8 PLEAT	\$	2	\$
86.	17 x 21.4 x 1	AM TAK POLY FILTER	\$	1	\$
87.	17 x 24 x 2	MERV 8 PLEAT	\$	1	\$
88.	17.4 x 19.4 x 4	MERV 8 PLEAT	\$	6	\$
89.	17.4 x 22.4 x 1	AM TAK POLY FILTER	\$	1	\$
90.	18 x 18 x 1	MERV 8 PLEAT	\$	8	\$
91.	18 x 18 x 2	MERV 8 PLEAT	\$	2	\$
92.	18 x 20 x 2	MERV 8 PLEAT	\$	56	\$
93.	18 x 24 x 2	MERV 8 PLEAT	\$	22	\$
94.	18 x 24 x 4	MERV 8 PLEAT	\$	9	\$
95.	18 x 25 x 2	MERV 8 PLEAT	\$	28	\$
96.	18 x 25 x 4	MERV 8 PLEAT	\$	2	\$
97.	19 x 20.2 x 1	AM TAK POLY FILTER	\$	1	\$
98.	20 x 20 x 1	MERV 8 PLEAT	\$	64	\$
99.	20 x 20 x 1	AM TAK POLY FILTER	\$	9	\$
100.	20 x 20 x 1	AM TAK POLY FILTER	\$	1	\$
101.	20 x 20 x 2	MERV 8 PLEAT	\$	1028	\$
102.	20 x 20 x 2	AM TAK POLY FILTER	\$	1	\$
103.	20 x 20 x 4	MERV 8 PLEAT	\$	119	\$
104.	20 x 22 x 1	MERV 8 PLEAT	\$	10	\$
105.	20 x 23 x 1	AM TAK POLY FILTER	\$	1	\$
106.	20 x 24 x 1	MERV 8 PLEAT	\$	6	\$
107.	20 x 24 x 1	MERV 8 PLEAT	\$	1	\$

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
108.	20 x 24 x 2	MERV 8 PLEAT	\$	745	\$
109.	20 x 24 x 2	MERV 8 PLEAT	\$	5	\$
110.	20 X 24 X 4	MERV 8 PLEAT	\$	163	\$
111.	20 x 24 x 4	MERV 8 PLEAT	\$	1	\$
112.	20 x 25 x 1	MERV 8 PLEAT	\$	23	\$
113.	20 x 25 x 2	MERV 8 PLEAT	\$	1360	\$
114.	20 x 25 x 4	MERV 8 PLEAT	\$	75	\$
115.	20 x 27.6 x 2	AM TAK POLY FILTER	\$	1	\$
116.	20 x 30 x 1	MERV 8 PLEAT	\$	68	\$
117.	20 x 30 x 2	MERV 8 PLEAT	\$	3	\$
118.	20 x 34 x 2	MERV 8 PAD POLYTAK ANTIMIC	\$	8	\$
119.	20 x 35 x 2	MERV 8 PAD POLYTAK ANTIMIC	\$	16	\$
120.	20 x 35 x 2	AM TAK POLY FILTER	\$	1	\$
121.	20 x 36 x 1	MERV 8 PLEAT	\$	1	\$
122.	20.4 x 25.4 x 2	AM TAK POLY FILTER	\$	1	\$
123.	20.6 x 45 x 1	AM POLY SLELE FILTER	\$	1	\$
124.	21 x 21 x 1	MERV 8 PLEAT	\$	2	\$
125.	21 x 24 x 1	MERV 8 PLEAT	\$	3	\$
126.	21 x 36 x 1	AM TAK POLY FILTER	\$	1	\$
127.	21 x 41 x 2	AM TAK POLY FILTER	\$	1	\$
128.	22 x 22 x 1	MERV 8 PLEAT	\$	6	\$
129.	24 x 24 x 1	MERV 8 PLEAT	\$	9	\$
130.	24 x 24 x 1	AM TAK POLY FILTER	\$	1	\$
131.	24 x 24 x 12	MERV 8 PLEAT	\$	1	\$
132.	24 x 24 x 2	MERV 8 PLEAT	\$	1546	\$
133.	24 x 24 x 2	AM TAK POLY FILTER	\$	5	\$
134.	24 x 24 x 4	MERV 8 PLEAT	\$	241	\$
135.	24 x 30 x 2	MERV 8 PLEAT	\$	30	\$

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
136.	24 x 47.4 x 1	AM TAK POLY FILTER	\$	1	\$
137.	24 x 57.4 x 1	AM TAK POLY FILTER	\$	1	\$
138.	25 x 25 x 2	MERV 8 PLEAT	\$	8	\$
139.	25 x 26 x 1	AM TAK POLY FILTER	\$	1	\$
140.	6 x 18 x 1	AM TAK POLY FILTER	\$	2	\$
141.	7 x 16 x 1	MERV 8 PLEAT	\$	4	\$
142.	7 x 16.5 x 1	MERV 8 PLEAT	\$	1	\$
143.	8 x 10 x 1	AM TAK POLY FILTER	\$	1	\$
144.	8 X 12 X 1	MERV 8 PLEAT	\$	16	\$
145.	8 x 18 x 1	AM TAK POLY FILTER	\$	1	\$
146.	8 x 19 x 1	MERV 8 PLEAT	\$	4	\$
147.	8 x 19 x 1	AM TAK POLY FILTER	\$	1	\$
148.	8 x 38 x 1	AM TAK POLY FILTER	\$	1	\$
149.	8.2 x 25.2 x 1	AM TAK POLY FILTER	\$	1	\$
150.	8.4 x 43.6 x 1	AM TAK POLY FILTER	\$	1	\$
151.	8.5 x 24 x 1	MERV 8 PLEAT	\$	2	\$
152.	9 x 20 x 1	AM TAK POLY FILTER	\$	17	\$
153.	9 x 20 x 1	MERV 8 PLEAT	\$	6	\$
154.	9 x 20 x 1	AM TAK POLY MERV 8 FILTER	\$	1	\$
155.	9 x 24 x 1	AM TAK POLY MERV 8 FILTER	\$	1	\$
156.	9 x 25 x 1	MERV 8 PAD POLYTAK ANTIMIC	\$	1	\$
157.	9 x 26 x 1	AM TAK POLY FILTER	\$	1	\$
158.	9 x 32.4 x 1	AM TAK POLY FILTER	\$	1	\$
159.	9 x 34 x 1	MERV 8 PLEAT	\$	2	\$
160.	9 x 34 x 1	AM TAK POLY FILTER	\$	1	\$
161.	9 x 9 x 1	AM TAK POLY FILTER	\$	1	\$
162.	9.2 x 42.5 x 1	MERV 8 PLEAT	\$	2	\$
163.	9.25 x 19.5 x 1	MERV 8 PLEAT	\$	4	\$

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
164.	9.25 x 34 x 1	MERV 8 PLEAT	\$	1	\$
165.	9.4 x 24.4 x 1	AM TAK POLY FILTER	\$	1	\$
166.	9.4 x 33.4 x 1	AM TAK POLY FILTER	\$	1	\$
167.	All	Washout Service per Filter	\$	405	\$
		ESTIMATED QUARTERLY COST:			\$
			# OF QUARTERS		X <u>4</u>
		ESTIMATED ANNUAL COST FOR QUARTERLY FILTER SERVICES:			\$

B. ONCE-A-YEAR FILTERS – UNIT PRICING

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
168.	12 x 24 x 12	65% SYNTHETIC RIGI-PK W/H	\$	23	\$
169.	12 x 24 x 12	65% SYNTHETIC RIGI-PAK	\$	8	\$
170.	12 x 24 x 12	65% SYNTHETIC RIGI-PAK W/H	\$	4	\$
171.	12 x 24 x 2	CARBON PLEAT	\$	2	\$
172.	12 X 24 X 22	60-65% 3P SYNTHETIC BAG	\$	4	\$
173.	12 x 24 x 4	65% METAL MINI-PLEAT - WHDR	\$	3	\$
174.	12 x 24 x 4	65% SYNTHETIC RIGI-PAK	\$	4	\$
175.	12 x 24 x 4	65% BVG BOARD MPLEAT NHDR	\$	14	\$
176.	16 x 20 x 1	MERV 8 PLEAT (VAV BOXES)	\$	35	\$
177.	16 x 20 x 4	65% BVG BOARD MPLEAT NHDR	\$	4	\$
178.	16 X 25 X 4	65% BVG BOARD MPLEAT NHDR	\$	2	\$
179.	18 x 20 x 1	MERV 8 PLEAT (VAV BOXES)	\$	29	\$
180.	20 X 20 X 4	65% BVG BOARD MPLEAT NHDR	\$	2	\$
181.	20 x 20 x 4	65% SYNTHETIC RIGI-PAK	\$	72	\$
182.	20 x 20 x 6	65% SYNTHETIC RIGI-PAK W/R	\$	32	\$
183.	20 x 20 x 6	MERV 11 SYN RIGIPAK	\$	26	\$
184.	20 x 20 x 6	MERV 14 SYN RIGIPAK	\$	4	\$

#	Size	Type / Description of Filter	Unit Price	Estimated Quantity	Extended Price
185.	20 x 20 x 6	MERV 11 RIGIPAK w/ HDR	\$	42	\$
186.	20 x 20 x 6	65% SYNTHETIC RIGI-PK W/H	\$	27	\$
187.	20 x 24 x 4	65% SYNTHETIC RIGI-PAK	\$	17	\$
188.	20 X 25 X 4	65% BVG BOARD MPLEAT NHDR	\$	2	\$
189.	20 x 25 x 4	65% SYNTHETIC RIGI-PAK	\$	9	\$
190.	20 x 25 x 6	65% SYNTHETIC RIGI-PAK	\$	16	\$
191.	24 x 24 x 12	65% SYNTHETIC RIGI-PK W/H	\$	144	\$
192.	24 X 24 X 12	65% SYNTHETIC RIGI-PAK	\$	63	\$
193.	24 X 24 X 15	60-65% 3P SYNTHETIC BAG	\$	10	\$
194.	24 x 24 x 2	CARBON PLEAT	\$	7	\$
195.	24 X 24 X 22	60-65% 3P SYNTHETIC BAG	\$	4	\$
196.	24 x 24 x 4	65% METAL MINI-PLEAT - WHDR	\$	3	\$
197.	24 x 24 x 4	65% BVG BOARD MPLEAT NHDR	\$	18	\$
198.	24 x 24 x 6	65% SYNTHETIC RIGI-PAK W/R	\$	2	\$
199.	24 x 24 x 6	MERV 11 SYN RIGIPAK	\$	2	\$
ESTIMATED ANNUAL COST FOR ONCE-A-YEAR FILTER SERVICES:					\$

C. ESTIMATED TOTAL OF BID:

Annual Quarterly Filters: \$_____

Annual Once-A-Year Filters: \$_____

Total of Bid: \$_____**Additional Charges/Comments (use back of sheet if necessary):** _____

Exhibit A - Conflict of Interest Statement

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 Schools¹ and/or is an employee of Collier County Public Schools¹ 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 Schools¹.

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: _____ **Date:** _____

Names & Titles of Authorized Representative(s):

Signature

Printed Name & Title

Signature

Printed Name & Title

Signature

Printed Name & Title

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 Instructions

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 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, <http://www.collierschools.com/hr> for updates and changes in procedure.

I acknowledge that I've 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 ITB 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: _____

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Protest Policy

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:
 - a. \$25,000.00, or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and
 - b. 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 any one (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 advertisement of the ITB, RFP, RFQu, RFQ, or ITN. Competitive procurements are advertised on the purchasing department's bid posting web page or in the newspaper of general circulation.

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