



Collier County
Public Schools
Purchasing

REQUEST FOR PROPOSAL

RFP Number and Title:

#24-062 Elementary Reading Intervention Program

Posting Date:

October 23, 2023

RFP Due Date & Time:

11:00 AM, Monday, November 13, 2023

Submittals 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.

Acknowledgment

This acknowledgment MUST be completed, signed, and returned with the submittal. Failure to do so will be cause for rejection.

Company Name:**E-VERIFY # (Information or #):****Federal Employer Identification Number (EIN):****Phone #:****Street Address:****City:****State:****Zip Code:****E-Mail Address:****Website (optional):**

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

X

Authorized Signature (Manual)

Date

Typed / Printed Name

Title

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

<input type="checkbox"/>	1. Specifications were unclear or restrictive	<input type="checkbox"/>	6. We do not offer the product or service requested
<input type="checkbox"/>	2. Our schedule will not permit us to respond	<input type="checkbox"/>	7. Cannot supply at this time.
<input type="checkbox"/>	3. Could not meet specifications	<input type="checkbox"/>	8. Cannot meet the 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 RFP #24-062 READING INTERVENTION SERVICES
11:00 AM, Monday, November 13, 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 a cause for the rejection of the submittal.

CONE OF SILENCE DURING THE COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitations to Bids (SOLICITATION), Request for Quotes (RFQ), Request for Proposals (RFP), Request for Qualifications (RFQs), 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 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/or "RFP" shall mean the Request for Proposal 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", "Applicant", or "Bidder" shall mean any person, firm, or corporation who submits a response according to this solicitation.
- e. "Teaching & Learning", "T&L", or "DEPARTMENT", shall mean the Collier County Public Schools, Teaching & Learning Department.
- f. "Contractor" shall mean the successful proposer, 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 bidder, by submitting a bid represents that:
 - i. It has read and understands the solicitation in its entirety and that the Bid is made in accordance therewith;
 - ii. It possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to CCPS
 - iii. It has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the performance of the contract. If the bidder receives an award, failure to have made any necessary investigation/examination will in no way relieve the bidder from its obligations to comply with this solicitation, nor will it be a basis for any claim for additional compensation or relief.
- c. All bids 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 vendor(s).
- d. All bids shall be typed or written in ink on the attached bid forms. All spaces requesting information shall be completed.
- e. 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. The use of erasable ink or pencil is not permitted.

- f. **Three (3) electronic copies of the submittal**, including all documentation, in PDF format, must be submitted on flash drives 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 bidder on all drives. If confidential materials are submitted, the bidder may submit a separate drive with confidential material and label with solicitation #, name of the bidder, and "CONFIDENTIAL". *(Please note that it is not necessary to return every page of this solicitation with the submittal proposal; return only the pages that require information or signatures).*
- g. All flash drive files shall be in a PDF document compatible with Microsoft versions dated between 2010 and 2013.
- 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 bids 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. Bidder(s) should prepare their response simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the solicitation.
- k. The use of correction fluid or erasures to correct line item bid prices and/or quantities is not acceptable. Corrections must be by a strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s), and initialing of the correction(s) by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

1.4 Opening and Analysis

- a. Bids will be publicly opened in the Purchasing Department, read aloud, and recorded at the time and date indicated within solicitation. Bidder(s) may, but are not required to attend. CCPS will not announce prices or release other materials according to 119.07 Florida Statutes.
- b. Bids will be analyzed, tabulated, and recommendations for an award, which the Superintendent intends to make to the School Board or the Purchasing Department intends to make for projects less than \$50,000, will be posted by tabulation sheet at the School District of Collier County, Dr. Martin Luther King, Jr. Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as on-line at www.collierschools.com/purchasing and www.demandstar.com. Notification to all bidder(s) will be made by e-mail or fax. The date and time stamp from the Purchasing

Department's fax machine or date and time of e-mail posting will constitute the time of notification.

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

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

- a. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained within the solicitation and to fully understand all items hereto.
- b. Any request for interpretation or questions regarding the solicitation, whether technical, procedural, or otherwise, **shall be made in writing** and addressed to the respective Purchasing Department employee below. Requests may be submitted by facsimile, electronic mail, USPS, or other regular mail delivery service as follows:

CCPS Contact: VALERIE ACUNA

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, 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. 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 bidders' questions before the due date of the solicitation.
- f. It is the responsibility of the bidder(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 the 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. Bidder(s) and Prospective Contractor(s) are advised that no other source is authorized to give interpretations, supplemental instructions, corrections, or information concerning, explaining, or interpreting the solicitation. Any verbal interpretation/modification will not be considered part of this solicitation and therefore, CCPS will not be held accountable. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- h. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's submittal and shall not be considered in the evaluation of bids submitted and shall be considered inadmissible in bid dispute proceedings. Proposers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this solicitation by any other means than the process described herein.

- i. No addendum will be issued later than three (3) calendar days before the due date for bids, except an addendum withdrawing the solicitation or one that includes the postponement of the date for receipt of bids.

1.6 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."

1.7 Submittal Withdrawal

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

1.8 Submittal Rejection

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

1.9 Unreasonable Proposal

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.

1.10 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.

1.11 State of Florida Purchasing Agreements/Contracts

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

1.12 Termination of Contract

- a. In the event the successful contractor violates any of the provisions of the contract, CCPS may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for intention to terminate the contract, and, unless five (5) days after serving such notice upon the bidder, such violation(s) cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said five (5) days, cease and terminate, but the liability of such bidder and his surety for all such violation(s) shall not be affected by any such termination.
- b. CCPS shall retain the right to terminate the contract without cause, with thirty (30) days of written notice. If said contract should be

terminated for convenience as provided herein, CCPS will be relieved of all obligations under said contract. CCPS will only be required to pay to the Contractor the amount of the contract performed to the date of termination.

- c. A repeated instance of failure to perform may result in immediate cancellation of the contract and removal of the Contractor from consideration on other CCPS contracts for a duration of the contract period or for three (3) years, whichever is longer, at the discretion of the Director of Purchasing.
- d. Any apparent and/or clear violation of any of the items listed herein or board policy may be grounds for immediate termination of the entire contract or site where the violation occurred. Any such cancellation will be grounds for the company to be 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.

1.13 **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.

1.14 **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.
- c. All else being equal, a coin toss will be made to decide the award.

1.15 **Additional Terms**

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

1.16 **Content of Solicitation/Bidder Response**

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

1.17 **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.

1.18 **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 bid and/or termination of the contract. Furthermore, an awarded vendor shall never change, alter, increase, or exceed a Purchase Order without the expressed written authorization of the Purchasing Department.

1.19 **Survivability**

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

1.20 **Invoicing & Payment**

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

1.21 **Hold Harmless & Indemnification Agreement**

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.

1.22 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.

1.23 Safety Standards

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

1.24 New Items / Warranty

- a. Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to CCPS under this solicitation are NEW, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.
- b. Bidder agrees that, the product and/or service furnished as a result of this solicitation and award thereto, is NEW and shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to CCPS by any other provision of the solicitation.
- c. During the warranty period, the Contractor must repair and/or replace any faulty item without cost to CCPS, with the understanding that all replacements shall be NEW and also carry the same warranty as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from CCPS staff. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by CCPS.

1.25 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."

1.26 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.

1.27 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.

1.28 Minority, Small, and Women-Owned Businesses (MWBE)

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

1.29 Conflict of Interest

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

1.30 Unauthorized/Illegal Aliens

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

1.31 Debarment

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

1.32 Drug-Free Workplace Certification

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

1.33 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.

1.34 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, explosive, explosive devices, poison gas, knives, razors, clubs, electric weapons, metallic knuckles,

martial arts weapons, ammunition, or any other category of weapon and/or destructive device as outlined in F.S. 790.001.

- b. CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if the weapon/firearm stays in the vehicle, is securely encased, and is not readily accessible for immediate use, except as authorized in support of school-sanctioned and supported activities including, but not limited to, property leased, owned, or contracted for by CCPS, a school-sponsored event, or in a CCPS vehicle
- c. If any employee of an independent contractor or subcontractor is found to have brought a firearm on CCPS property, said employee will be terminated from the project by the independent contractor or 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.

1.35 **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.

1.36 **Public Records**

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239) 377-0457, E-MAIL ADDRESS:

woodsdo@collierschools.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.

1.37 **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.

1.38 **Misrepresentation**

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

1.39 **Governing Laws and Venue**

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

1.40 **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 Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by FS 448.095.
- (iii) The contractor shall provide a copy of such affidavit to District upon receipt and shall maintain a copy for the duration of the Agreement.

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

1.41 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.

1.42 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.

1.43 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.

1.44 Recovered Materials

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

1.45 Other Provisions

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

- a. **Energy Policy and Conservation** (42 US Code 6201),
- b. **Equal Employment Opportunity** (41 CFR 60-1.4(5)),
- c. **Funding Agreement (Rights to Inventions)** (37 CFR 401.2 (a))
- d. **Contract Work Hours and Safety Standards Act** (29 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** (FS 287.135)

1.46 Other Agencies

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

1.47 Additional Information

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

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

Section 2 – Solicitation Instructions & Directions

2.1 Purpose

The purpose of this solicitation is to result in the award of a contract(s) with qualified, responsive, and responsible contractor(s) to provide an Elementary Tier 3 Reading Intervention Program for all district sites as necessary. Services will be coordinated and implemented by the Teaching & Learning Department. All proposers shall abide by the minimum requirements set hereto.

2.2 Time Schedule

CCPS will use the following schedule, which will result in the selection of a contractor(s), or the cancellation of the solicitation if it is determined to be in the District's best interest not to proceed with the services herein. Please note this timeline is subject to change without notification.

TIMELINE

Date	Event
October 23, 2023	Solicitation Posted and advertised.
November 10, 2023	All written questions and inquiries are due by 10:00 AM.
November 17, 2023	Proposals are due no later than 10:00 AM.
November – December 2023	Evaluation/Rating of Proposals, The Dr. Martin L. King Jr. Administration Center, Purchasing Conference Room, 3 rd floor, 5775 Osceola Trail, Naples, Florida 34109 (Exact time and date will be determined by CCPS personnel and posted online)*.
December 2023 – January 2024	Posting of Committee recommendations <ul style="list-style-type: none"> Possible short-list notification Possible applicant presentations/interviews
December 2023 – January 2024	The committee finalizes recommendations and a Notice of Intent is posted by the Purchasing Department
January – February 2024	Final contract of awarded Proposer(s) presented to School Board for approval and execution of the contract.

Notification of any changes to the schedule will be posted on CCPS's website: www.collierschools.com and/or www.demandstar.com and may be made available to the proposer(s) by e-mail or fax upon request. Response to inquiries regarding the status of a proposal will not be made before the posting of a notice of intent to award.

**Any evaluation and/or public meeting may be held virtually depending on the circumstances. Instructions for virtual or in-person meetings will be made via the Public Notice of the meeting. Public Notices will be posted a minimum of 48 hours before the meeting.*

2.3 Submittal Evaluation Process

- An RFP is a competitive procurement process, which shall determine the proposal and program that shall serve in the best interest of CCPS. **By submitting a proposal in response to this solicitation, the proposer accepts the competitive and evaluation process and the methodology described herein. Furthermore, it acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by CCPS.**
- All proposals received by the due date and time will be evaluated by a **CCPS Evaluation Committee**, which will review and discuss the submittals and assign points per the evaluation criteria listed in this solicitation.

After initial evaluations are tabulated, the CCPS Evaluation Committee may recommend one of the following actions (but not be limited to):

- i. Recommend an award to the top-rated proposer*, and commence contract negotiations, or;
- ii. Recommend a short list of the top-rated vendors to provide an interview/presentation/demonstration to the **CCPS Evaluation Committee** or;
- iii. Recommend cancellation of the solicitation and/or services to be in the District's best interest.

**Proposers are advised to provide their best offer within its submittal as CCPS reserves the right to recommend an award based on the initial proposals without further discussion, evaluation, or negotiation.*

- c. All solicitation criteria and factors are considered during the evaluation process and are not solely based on price.
- d. Any recommendation of an award shall be made to the firm whose proposal is determined to be the most advantageous to CCPS, taking into consideration all evaluation factors outlined in the solicitation.
- e. If an award recommendation is made by the CCPS Evaluation Committee, the Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Collier County, Florida. The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s). The School Board will award or reject any or all proposal(s).
- f. If the CCPS Evaluation Committee short-lists the top-rated vendors, interviews will be scheduled and given to the CCPS Evaluation Committee. The Purchasing Department will post a notice of the short-list and then provide instructions and further information to the short-listed vendors.
- g. It is anticipated that the evaluation process will adhere to the schedule listed herein and be completed promptly, however, CCPS will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget restraints, time constraints, or other factors as determined by CCPS staff.

2.4 Evaluation Criteria – CCPS Evaluation Committee

- a. The Purchasing Department and designees will review the submittals for clarity and compliance with the solicitation minimum requirements. The Purchasing Department will deem the submittals as responsive or non-responsive for further review and evaluation.
- b. The submittals that are deemed responsive will then be reviewed and evaluated by the **CCPS Evaluation Committee** of approximately 5-7 members comprised of CCPS staff. CCPS reserves the right to invite additional staff or community members to the CCPS Evaluation Committee. The evaluation committee will review all submittals, and participate in the interview process as necessary
- c. The CCPS Evaluation Committee will review all proposals utilizing **Attachment 2 – Submittal Evaluation Score Sheet** (or similar) in the review and scoring of all responsive proposals. CCPS reserves the right to modify this form before the evaluation without notice.
- d. Only proposals that meet all qualifications and specifications of this solicitation will be evaluated by the committee, based on the following criteria:

Submittal Criteria	Maximum Points
Qualifications of Firm	5
References	10
Program Scope	20
Ability to Meet CCPS Needs	20
Evidence of Efficacy	20
Fee, Cost, Revenue Structure	25
Total Possible Points	100

- e. The **CCPS Evaluation Committee** may award the project to the top-rated proposer(s), short-list the top-rated proposers to provide presentations/interviews, or recommend the cancellation of the project. A notification will be posted by the Purchasing Department, of the recommendation to either award, short-list respondents for further presentations, or cancel. All notices will be posted on the CCPS website as listed herein.
- f. A majority vote of the committee may be utilized at the discretion of the committee in lieu of the scoring criteria for the short-list and/or award of the submittals.

2.5 **Oral Presentations**

- a. The CCPS Evaluation Committee may require the short-listed proposers/firms to give an **in-person** oral presentation, interview, and demonstration in support of their proposal or to exhibit or otherwise demonstrate the information contained therein and the program it is proposing. Presentations will be presented to the CCPS Evaluation Committee **approximately 1-week after notification**.
- b. All short-listed vendors that are requested to provide a presentation, will be reset to a score of 0. The proposals will be rescored by the CCPS Evaluation Committee based upon the criteria listed herein, additional information gathered during the presentation, and any additional instructions given at the time of the shortlist. The firms will then be ranked based on the new score only.
- c. Estimated dates are provided in the solicitation Time Schedule for the presentations. All proposers should be prepared to attend in person, and present in the event they are short-listed after the initial evaluation ranking process. Any costs or expenses involved in making any presentation(s) will be at the expense of the proposer.
- d. CCPS reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before the recommendation of award.

*CCPS reserves the right to change criteria for presentations based on submittals and the desire of CCPS to have demonstrated other aspects of the proposal that may not be known at this time and can only be discovered after an initial review of proposals.

- e. Short-listed vendors will be provided instructions and further information on the presentation/demonstration approximately seven (7) days before the presentation. Instructions may include but not be limited to further descriptions of the program, clarification of any item submitted, and/or other options that are discovered during the submittal review of all submittals. The presentations will be evaluated by the committee, based on the following criteria*:

Presentation Criteria*	Maximum Points
Experience & Qualifications of Firm	5
Start-Up / Implementation Process	15
Program Details	25
Detailed information on CCPS's Program	25
Fee, Cost, Revenue Structure	30
Total Possible Points	100

*CCPS reserves the right to change criteria for presentations based on submittals and the desire of CCPS to have demonstrated aspects of the proposals/submittals that may not be known at this time and can only be discovered after the submittals are reviewed and evaluated.

- f. A majority vote of the committee may be utilized at the discretion of the committee in lieu of the scoring criteria for the presentations.

2.6 **Award**

- a. CCPS reserves the right to award, and/or negotiate a contract(s) to the proposer(s) that it deems to offer the most responsive and responsible proposal(s), as defined by this solicitation. CCPS is therefore not bound to accept a proposal based on the lowest price. The award will be made to the best responsive, responsible proposer whose submittal represents the best overall value to CCPS when considering all evaluation factors that meet or exceed the minimum requirements of this solicitation.
- b. The School Board or Purchasing Department will award based on the evaluation process listed herein. The CCPS Evaluation Committee may finalize a selection by majority vote if so decided.
- c. During the evaluation and review of submittal(s) and/or interview/presentations, CCPS may consider any information or evidence that comes to its attention. This information may be utilized in determining the proposer's capability to fully perform the services of this solicitation and/or the proposer's level of integrity and reliability that is required to assure satisfactory performance of any award or contracts produced from this solicitation.
- d. To be considered for selection, the proposer shall submit a complete response to the solicitation and provide all documentation necessary to fully demonstrate the proposer's capabilities and qualifications. The proposal shall provide adequate detail for a clear understanding of the proposer's submittal and intentions. The standardization described herein shall facilitate the evaluation of the comparative merits of the proposals submitted. Failure to comply with the required organization and structure outlined in the solicitation or provide documentation as required may result in a proposal being deemed non-responsive.
- e. CCPS retains the option of awarding a single contract or awarding multiple contracts, based on the highest evaluated proposer(s), 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. CCPS reserves the right to recommend multiple awards and/or to deem all proposals responsive and assign work to multiple or any contractors deemed responsive or with the highest-rated proposals.
- g. This solicitation does not commit CCPS to make an award or enter into a contract, nor shall CCPS be responsible for any cost or expense incurred by any contractor before the execution of a purchase order or contract agreement.
- h. The obligations of CCPS under an award of this solicitation are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available funding.

- i. Any award(s) made as a result of this solicitation shall conform to applicable School Board Policies, State Board Rules, and State of Florida Statutes.
- j. CCPS reserves the right to award only a portion of the items and/or services specified if it is deemed to be in its best interest.

2.7 **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 the 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. The proposer shall not enter into sub-contracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title, or interest therein, or its power to execute such contract to any person, company, or corporation.
- c. CCPS reserves the right to negotiate further terms and conditions with the highest-ranked proposer. If CCPS cannot reach a mutually beneficial agreement with the first selected proposer, CCPS reserves the right to enter into negotiations with the next highest-ranked proposer and continue this process until an agreement is reached.
- d. CCPS intends to enter into an initial 1-year contract from the date of School Board approval and the execution of a contract **through June 30, 2025**. The contract may be renewed annually on the expiration date of the original contract. This renewal may be accomplished up to three (3) 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 three (3) 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 and/or as negotiated within the final contract. The proposer may submit an alternate contract term and renewal options in its submittal to further negotiate between the parties upon an award.
- e. All prices submitted shall be for the scope and length of the engagement as negotiated and agreed to by the Parties upon award.
- f. 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 School Board.
- g. In the event, that 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 outlined 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.
- h. The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of CCPS. All reports and other documents resulting from the ensuing contract will remain the sole property of CCPS.

Section 3 – Proposal & Proposer Requirements

3.1 Proposal Format

All material, responses, submittals, documents, flash drives, etc. submitted with any proposal, shall become the property of CCPS. CCPS has the right to use any ideas presented in any reply to this solicitation as it deems necessary and in the best interest of CCPS. Selection or rejection of any response does not affect this right.

To maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Further descriptions and requirements of sections are listed within the solicitation. Submittals must include all affirmations, acknowledgments, or documentation as required.

- A. **Title Page:** Include the solicitation number, Title, the proposer name, address, telephone number, e-mail address, and date.
- B. **Table of Contents:** Include a clear identification of the material by section and by page number.
- C. **Letter of Transmittal:** Stating the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers along with a brief description of the proposal and the proposer's ability to perform and understand the task requested herein.
- D. **Proposer Acknowledgement/Signature Page:** P. 1 of the solicitation, completed and signed. The signature must be of a person authorized to bind the company in a contract.
- E. **Experience and Qualifications of the Firm:** State the experience and qualifications of the firm as outlined in this solicitation.
- F. **Experience and Qualifications of Key Personnel:** List the names of the individuals who will be assigned to the team to service the CCPS contract and other staff qualifications as outlined in this solicitation.
- G. **Student Records Confidentiality Affirmation:** The firm shall acknowledge and affirm its understanding of as described in this solicitation.
- H. **Non-Solicitation of Additional Services Affirmation:** The firm shall acknowledge and affirm its understanding of as described in this solicitation.
- I. **Scope, Approach & Description:** Discuss in detail, the firm's understanding of, and approach to the services and overall project based on the scope of work and other information within this solicitation.
- J. **Pricing Information:** To include pricing as requested and additional charges, costs, and revenue information as necessary.
- K. **Insurance:** Provide proof of the company's insurance as required in this solicitation or submit a letter of its intention to have the required insurance within ten (10) days of notification by CCPS.
- L. **Additional Required Paperwork:** Provide all items required herein and any required Exhibits fully completed, signed, and notarized as indicated.
- M. **Additional Information:** Provide any additional information, ideas, designs, assistance, etc. that CCPS should take into consideration, including any alternate products or deviations to the minimum specifications outlined in this solicitation.

- N. **Summary of Proposal:** The proposer(s) shall finalize its proposal and understanding of all items included herein with a summary of its submittal.

3.2 **Qualifications of Proposer**

- a. Only responsible Proposers, who normally have knowledge and experience of and are currently engaged in the operation of providing similar services, will be considered for the award of this solicitation. Qualified proposers shall have adequate organization, facilities, equipment, personnel, and other resources necessary, to ensure prompt, efficient, and satisfactory service to CCPS.
- b. The firm shall have a minimum of six (6) years of experience providing similar items/services with projects of similar scope.
- c. The Proposer shall be in a sound financial position, qualified to perform the work as specified, and must be primarily engaged in the business of providing the specified service or similar services and have been in business for the last three (3) consecutive years or more, under the same name, as a licensed contractor or have equivalent work experience in the industry and/or with CCPS.
- d. The proposer shall fully explain and demonstrate its work history and qualifications in its submission.
- e. CCPS reserves the right, before awarding a contract, to require proposer(s) to submit further evidence of qualifications or any other information CCPS staff may deem necessary for further clarification or clarification of items submitted.

3.3 **Inspection of Organization**

- a. CCPS reserves the right before the recommendation of an award or at any time during the contract, to inspect the facilities and organization, or to take any other action necessary to determine the legitimacy of the proposer'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 proposals, bids, or submittals where investigation and evaluation or other evidence submitted indicates an inability of the proposer 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. Inspections may be performed by CCPS staff or any individual as designated by CCPS at all reasonable times throughout the bidding period and/or duration of the awarded contract.
- c. 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 capabilities and capacity of the contractor for the services under this solicitation. If CCPS determines that the conditions of the solicitation documents are not complied with, that the services to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or another aspect of the firm's well-being are not satisfactory, or that performance is untimely, CCPS may reject the response or terminate the contract.
- d. The proposer may be disqualified from receiving awards if it is discovered by CCPS that anyone in its employment has previously failed to perform satisfactorily in connection with public bidding or contracts.
- e. 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 contract requirements or documents.

3.4 **Local Conditions**

Proposer(s) should be familiar with any local conditions, which may, in any manner, affect the services required, including climate, common issues in school sites, etc. The proposer(s) is/are required to carefully examine the solicitation terms and to become thoroughly familiar with any conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to a lack of knowledge of these conditions.

3.5 **Experience and Qualifications of Firm**

The proposer shall include with its proposal the following information to demonstrate the firm's experience and qualifications. Failure to submit may be cause for rejection of the proposal.

- a. **Organization Description:** A description of the proposer's organization must be supplied. The description shall be in paragraph/letter form and include, but be not limited to:
 - i. A brief narrative of the firm history to include any name or legal changes as well as ownership changes, structure changes, company mergers, or buyouts, throughout the history of the firm.
 - ii. The number of years in business.
 - iii. The firm's main headquarters location, address, and contact.
 - iv. An organizational chart of administrative staff.
 - v. Description of services the firm provides.
- b. **Statement of Qualifications:** The proposer(s) must complete **Attachment 1 – Statement of Qualification**, acknowledge it, and submit it with its submittal.
- c. **References:** The proposer(s) must present references as described below, that will illustrate the ability of the firm to act as a primary provider for the services requested herein and specifically where the product/program is implemented. References shall be submitted as follows:
 - i. **Public Education References:** The proposer(s) must present a minimum of three (3) references for which it has or is currently servicing similar services to public education entities, (preferably public school districts located in the State of Florida). All references must be for services conducted within the last two (2) years.
 - ii. **Other References:** The proposer(s) may present additional references for which it has or is currently servicing similar services to any organization or entity, (preferably located in the State of Florida). All references must be for services conducted within the last two (2) years.
 - iii. The proposer may present additional references for consideration.
 - iv. All references must include the name of the organization, organization address, a contact name, contact title, contact number, contract dates of services (mm/yy to mm/yy), the present status of the contract (expired, terminated, current, etc.), a brief description of services provided, and any relevant information about the reference.
 - v. CCPS reserves the right to solicit reference letters from known prior or existing customers of the proposer.

- vi. Although the proposer(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.
- vii. Failure to submit references will be cause for rejection of the submittal.
- d. **List of Program Usage:** The proposer(s) shall provide a list of all previous, current, or pending agencies that it is or has provided comparable services for within the previous, consecutive ten (10) years. The list should include the name of the entity, location, contact name and number, and a brief description of the services provided.
- e. **Business License(s):** Proposer shall possess all applicable business licenses required to perform services under this solicitation. Proposer shall submit business licenses as follows:
 - i. **Business Tax Receipt:** A copy of the current and previous year's business licenses (2 total) from the proposer to operate within Collier County, Florida, must be submitted with the submittal. Either a state, municipal, federal, or county license will be acceptable. All licenses shall have the current name and address of the proposer. If the proposer has moved since the issuance of the license, it must document as such with a written explanation and submit it with the submittal.
 - ii. Licenses must be valid/current at the time of submittal and shall be maintained throughout 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 solicitation.
 - iii. The proposer may submit any other state licenses, certificates, or other licensure, that will further demonstrate its capabilities.
 - iv. The contractor for the duration of the contract shall comply with all federal, state, and local rules, regulations, laws, and licensing requirements for its firm and any employees as necessary.
- f. **Financial Information:** The proposer 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 confidentially, on a separate flash drive, clearly labeled with the proposer name, "CONFIDENTIAL: Financial Information Enclosed". CCPS will only review if the proposal is being considered. Financial information may be returned after the award has been made, upon request, or destroyed. Failure to submit financial information may result in the rejection of the submittal.
- g. **Previous Experience with District:** Proposer shall provide a brief description of any previous experience with CCPS, if applicable. Details of the description should include site(s) and any key CCPS personnel involved.
- h. **Legal Actions:** Describe in brief detail any current or previous legal actions naming the firm as a primary or secondary party. State the circumstances of any action.
- i. **Additional Information:** The proposer may submit any additional information it deems necessary to further demonstrate its experience and qualifications.

3.6 **Experience and Qualifications of Key Personnel**

- a. The proposer must employ staff that is capable and licensed/certified if necessary to perform the services listed herein. At a minimum, the proposer shall provide the following to demonstrate the capabilities of its staff that will be involved in the services herein:
 - i. Submit a list of key and administrative personnel with titles and duties/functions within the organization that will be the main servicing and administrative agents for this contract, including but not limited to any: partners, supervisors, managers, senior staff, consultants, customer service, etc.
 - ii. A resume or brief biography of all key, implementing, and administrative personnel outlining each's education, work history, area(s) of expertise, and how it will relate to the services provided herein.
 - iii. Indicate the PROJECT PRINCIPAL, who will serve as the main point of contact, oversee any implementation, and general coordination and oversight that will be supervising all services to CCPS under this contract. Please include the Project Principal's brief biography.
 - iv. Any license(s)/certification(s) of personnel.
 - v. Names, titles, and description functions of any other additional personnel that may have substantial involvement in this project.
 - vi. The proposer may submit any other employee State Licenses, certificates, or other licensure, which will further demonstrate the capabilities of its staff.
- b. Proposer/Contractor shall ensure all its employees have been properly trained and certified if necessary to perform the required services and fulfill their roles within the firm.
- c. The contractor shall provide competent, suitably qualified key and administrative personnel per the specifications of this solicitation. In the event it is necessary to replace a key or administrative employee, the contractor must provide written notification to CCPS of any changes in its personnel identified in their response to this solicitation. 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.
- d. The proposer must specialize in virtual tutoring and provide sufficient evidence demonstrating this trait.

3.7 **Insurance Requirements**

Proposer shall affirm or provide proof of the company's insurance as required below, or submit a letter of its intention to have the required insurance within ten (10) days of notification or an award by CCPS.

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 reference # and title and be submitted to the Purchasing Department either via e-mail (purchasing@collierschools.com) or fax if desired. Failure to provide a COI shall be cause for termination of the contract.

b. Duration of Insurance Policies

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

c. Insurance Policy Review

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

d. Worker's Compensation

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

e. Comprehensive General Liability

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

f. Business Automobile Liability

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

3.8 Staff Replacements

The contractor shall provide competent, suitably qualified key and administrative personnel per the specifications of this solicitation. In the event it is necessary to replace a key or administrative employee, the contractor must provide written notification to CCPS of any changes in its personnel identified in their response to this solicitation. 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.

Section 4 – Contractor Requirements

4.1 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 any of 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 by 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 solicitation 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 solicitation, 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.

4.2 Subcontractors

The contractor shall at no time during the contract, subcontract with any other firm. Failure to comply shall be grounds for immediate termination of the contract.

4.3 Day Laborers

The Contractor **shall at no time** during the contract use day laborers to perform any work under this solicitation. 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.

4.4 Background & Identification Badges

- a. Proposer shall adhere to all CCPS & State requirements regarding fingerprinting and badging. The Proposer shall review and complete **Exhibit JLA** attached hereto and submit it with its submittal.
- b. Per School Board Policy 8475, all contractual personnel of Collier County Public Schools shall be subject to a criminal background check.
- c. **After the award of the solicitation, contractors' employees may need to be screened according to CCPS policy 3121.01. The fee schedule and other important information about fingerprinting can be obtained at 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 the 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.

4.5 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 solicitation.
- b. ****The Contractor shall strictly prohibit interaction between its employee(s), suppliers, or anyone involved in any manner with projects under this solicitation and the student population.****
- c. Contractor employees will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior. Contractor employees will refrain from using foul, abusive, or profane language on CCPS property. The Contractor shall prohibit its employees from disturbing CCPS property that is not within the employee's scope of responsibility.
- d. The contractor shall require its employees to comply with the instructions 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.
- f. *Dress Code:* Employees of the Contractor shall be required to dress per CCPS's dress policy and must wear proper attire. The Contractor shall require employees to be dressed in their work attire when reporting to work and/or arriving at any CCPS site.

4.6 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 CCPS personnel.

4.7 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 solicitation.

4.8 Records Audit & Inspections

CCPS or its representative reserves the right to inspect and/or audit all the contractor's documents, records, and/or findings of the products and services delivered under this agreement, at any time during the contract.

The contractor(s) will be notified of any such audit/inspection (s) to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, duties, and obligations established by this agreement. Documents/records in any form shall be open to CCPS or its representatives and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or subcontracts that directly or indirectly pertain to the transactions between the CCPS and contractor(s).

4.9 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 its 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.**

4.10 Supplementary Specifications

CCPS reserves the right to add supplementary specifications to any service(s) under this solicitation. 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.

4.11 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 CCPS. 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 CCPS 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 CCPS staff, the contractor, and/or the 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 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.

4.12 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-designated Contract Administrator may order or approve work to be performed.

4.13 Product Trademark

Neither party shall without the other party's written consent and approval:

- i.* permit usage of corporate logos, names, and trademarks in marketing materials provided such usage shall be subject to a limited license and shall be in conformance with such party's logo usage and trademark guidelines;
- ii.* at its own expense and in its sole discretion, furnish to the other party reasonable quantities of marketing collateral and other sales promotion materials upon request;
- iii.* list the other party as a Partner on their website; and
- iv.* the issue with the other party is a joint press release announcing the formation of the referral relationship between the parties, provided, however, that neither party shall issue any press release regarding the other party without the other party's prior written consent.

4.14 Work Stoppages

- a. CCPS reserves the right, at any time during the contract, to submit a written notice to the contractor(s) to stop all or any part of the services, work, or orders placed. Upon receiving such notice, the contractor(s) will take all reasonable steps to minimize additional costs during the period of work stoppage. CCPS may subsequently either cancel the stop-work order resulting in an equitable adjustment in the delivery schedule and/or the price or terminate the work per the provisions of the solicitation terms and conditions.
- b. If any services or projects are disturbing student/teacher activities or posing an immediate danger, the Principal or CCPS 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 CCPS Department representative immediately, of any such occurrence.
- c. 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 appropriate CCPS Department or its designee.

Section 5 – Scope, Approach & Description of Services

5.1 Description

- a. CCPS intends to purchase under this solicitation an Elementary Tier 3 Reading Intervention Program. All awarded contractors under this solicitation will provide CCPS with a proper source of supply(iers) that are responsive and readily available to meet CCPS needs and requirements with minimum delay in service. All potential proposers, who wish to be considered for the award of these services, shall submit and fulfill the requirements as listed herein.
- b. Due to the wide variance of services 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. The contractor will be responsible for all services required under this solicitation as assigned and ordered by CCPS, including but not limited to all administration, management, supervision, labor, equipment, chemicals, supplies, tools, transportation, and other materials as necessary to provide all required items and service as described herein.
- c. It is the contractor's responsibility to be knowledgeable and familiar with and perform all services under this solicitation that comply with all current federal, state, and local laws, rules, and regulations. All services will be per 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 CCPS facilities, the intent of the program, difficulties, and restrictions of the execution of the project, as well as all specifications described herein.
- e. CCPS will be the sole judge of conditions and the performance of the contractor.
- f. The contractor shall supervise and direct the work, using its 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 Teaching & Learning Department.
- g. All services will be for any CCPS sites as necessary and will be performed in conjunction with the full knowledge of the Teaching & Learning Department. All work and schedule will be performed in coordination with the Teaching & Learning Department and awarded contractor(s).

5.2 CCPS Background

The School District of Collier County serves 50,000 total students in 31 elementary schools, 10 middle schools, 10 high schools, and a PreK-12 school (Everglades City School). There are also 13 Alternative School Programs. The district's two technical colleges (Lorenzo Walker Technical College and Immokalee Technical College) and adult education programs (located at several sites throughout the district) offer students both short- and long-term programs. All CCPS sites are located in Collier County, Florida, including the cities of Naples, Immokalee, Marco Island, and Everglades City.

The District and its governing board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxiang nd reporting entity managed, controlled, operated, administered, and supervised by the District's school officials. The Board consists of five (5) elected officials responsible for

the adoption of policies that govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies.

For further information on the School District please visit: <https://www.collierschools.com/collier>

5.3 **CCPS Current System**

It is the intent of CCPS to provide a comprehensive and systematic approach utilizing a high-quality, evidence-based program for consistency across the district.

5.4 **Program Efficacy**

The firm shall provide information and evidence of the program's effectiveness as demonstrated by student learning outcomes. Evidence should include peer-reviewed research such as What Works Clearinghouse (<https://ies.ed.gov/ncee/wwc>), and/or other research publications.

5.5 **Student Records / Privacy / Confidentiality**

- a. The proposer must acknowledge that certain information about students is contained in records created, maintained, or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and related CCPS School Board policies. The proposer will agree, that if awarded a contract as a result of this solicitation it:
 - i. will keep and maintain all "Personal Information"* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - ii. will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this solicitation and/or any ensuing contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and
 - iii. will not directly or indirectly, disclose Personal Information to any person other than authorized CCPS employees, or as may be requested by government authorities.

**"Personal Information" means, including but not limited to, information provided by students, parents, guardians, or any other persons, or at the direction of CCPS, or to which access was granted to the awarded vendor, in the course of its performance under this solicitation or ensuing contract that:*

(i) identifies or can be used to identify an individual (including, without limitation, names, dates of birth, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or

(ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit report information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

- b. The proposal shall include a statement of the proposer's understanding to comply with the Family Educational Rights and Privacy Act (FERPA) and ensure the integrity and privacy of student records.

- c. At the request of CCPS, the contractor agrees to provide a written statement of its procedures utilized to safeguard the confidential records/Personal Information. Any breach of the requirements of confidentiality on the part of the contractor and/or its representatives may constitute grounds for immediate termination of the contract.

5.6 **Solicitation of Additional Services**

At no time shall the contractor and/or its employees solicit additional services and interact with students outside of the scope of services as listed and described herein. Conversations, services, and/or other activities are restricted only to the academic subjects and scope described herein. The proposal shall include a statement and/or its policy of such solicitations and agreement to abide by herein.

5.7 **Scope of Work / Approach**

The proposal shall include a summary of the firm's overall understanding of the scope of work as outlined in the solicitation and provide an approach to the firm's process to provide the services herein. Please review and include any information necessary with the submittal. Discuss in detail, the firm's understanding of, and approach to the following services:

i. **Overview**

CCPS is seeking proposals to provide an Elementary Tier 3 Reading Intervention Program to potentially all elementary district sites. The primary function of the intervention program will be to provide direct instruction for students in need of support in reading. All proposers must meet or exceed the ***minimum*** requirements of this solicitation.

All items submitted in the proposal shall become the property of CCPS. CCPS has the right to use any or all ideas presented in any reply to this solicitation as it deems necessary and in the best interest of CCPS. Selection or rejection of any response does not affect this right.

ii. **Approach to the Scope and Description of the Program**

The program shall be designed to provide teachers with an intervention program that can be used throughout the course of the year. The proposer will supply its understanding and approach to each of the described areas. Please detail and describe in full, the intervention program being proposed including but not limited to:

1. **Description of the Program:** The program should be designed and developed with the intent of remediating and accelerating the growth of students with substantial reading deficiencies. The program should be sufficiently intense to describe in full, the intervention program being proposed including but not limited to:
 - a. **Texts:** The program should include texts and other materials that are utilized in conjunction with the program. All texts are to be high quality, authentic, and worthy of careful reading and must contain a range of complexity and genres to support the various needs of the readers. A list of titles, authors, and publishers should be included.
 - b. **Instructional Model:** The instructional model of the program shall provide but not be limited to explicit, systematic, and multisensory instruction in phonics and direct instruction in fluency, vocabulary, and comprehension. The instructional model should include the following:
 - Direct instruction with modeling and demonstration by the teacher.
 - Structured opportunities to:
 - Engage students in the immediate application of skills and concepts with connected texts.

- Guide students to read with purpose and understanding and to make connections between the acquisition of foundational skills and making meaning for reading.
 - Ample practice for students with targeted feedback.
 - Time spent reading, writing, listening, and speaking about texts.
 - A clear and concise description of instructional routines that would be implemented each day and throughout the intervention program.
- c. *Teacher Materials:* Materials should support the teacher to fully utilize the intervention, understand the skills and learning of their students, and support a range of learners. Teacher materials should include the following:
- Include reasonable and flexible pacing rigorous enough for student growth within a 30-minute daily timeframe or less.
 - Provide teacher guidance with useful annotation and suggestions for how to enact the student materials.
 - Include rubrics, examples, or other resources to help teachers set high expectations for students.
 - Hard copies of the teaching manual, including detailed lesson plans
- d. *Learner Support:* Teachers have a range of students in their classrooms with varying needs. Describe how the program and materials provide differentiation for the range of struggling readers, including students who are English language learners and/or students receiving Exceptional Student Education services.
2. *Progress Monitoring:* It is important to frequently monitor the progress of all students. A strong feedback cycle provides teachers with knowledge regarding student's progress, areas of strength and need, as well as the next steps for instruction. Progress monitoring should include:
- Options for diagnostic components to assist teachers in the proper placement of students
 - Multiple opportunities to monitor student progress throughout the implementation of the program to determine what students have learned and next steps
 - A volume of assessment types/formats to allow for frequent checks of student mastery
 - Reports at the student, group, and school levels (submit samples of reports and progress monitoring components)
 - Information on how students should progress through the program with the goal of reaching grade-level mastery
 - Electronic platform with graphing capabilities
3. *Professional Development and Implementation Process:* A robust professional development program is critical to the success of any new program. In-person, ongoing, customizable training of teachers at the onset and throughout the implementation of the program is necessary. Trainers should not only be familiar with the program but also have used the program themselves and be able to answer programmatic as well as technical questions. Include a timeline with the following components:
- Pre-implementation work
 - Roles and responsibilities of the contractor and CCPS staff
 - Description of the implementation process with timeframe for each
 - Deliverables for each phase of implementation (including materials and training)
 - Willingness to meet with staff throughout the implementation process to troubleshoot and remediate any issues and to enhance outcomes
4. *Program Basis:* The intervention program should be based on the latest research included in the Science of Reading. The program should have evidence of program efficacy with a strong impact on student achievement. Independent research and reports should be shared with CCPS upon review of

the program. Florida HB7039 Student Outcomes includes language specific to expected instructional models in reading and includes the following language:

The primary instructional strategy for teaching word reading is phonics instruction for decoding and encoding. The identified reading instructional and intervention programs for foundational skills may not include strategies that employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Such programs may include visual information and strategies that improve background and experiential knowledge, add context, and increase oral language and vocabulary to support comprehension, but may not be used to teach word reading.

The Tier 3 intervention program must not include any components or reference to visual memory or three-cueing as part of instruction or assessment.

5. **Technology:** The program's dashboard/platform must be easy to use and navigate. Please describe the program's dashboard/platform. The platform must integrate with Canvas, and support OneRoster standards-based user provisioning via Clever, ClasLink, or a direct SIS API integration. Additionally, the platform must support SSO (Single Sign-On) via ADFS/SAML for all user logins. Please provide an affirmation of the firm's understanding of the district's technology requirements and affirm its system will be compatible.

5.8 Specifications Limitations

The program specifications listed above comprise the currently known features and functions that are the minimum requirements and desirables by CCPS. The program features/functions herein should not be construed as being limited to these specifications and may be negotiable upon review and evaluation. Furthermore, CCPS reserves the right to add functions or request further options for the programs upon discovery.

5.9 Demonstration of Program Information

Please provide, if applicable, any electronic link, website, literature, or other items of the proposed program as a demonstration of the program being proposed.

5.10 Professional Development:

Describe the professional development/training program offered to CCPS upon award/purchase. The proposal should include any offerings of in-person or virtual training (including during the summer months), ongoing support and training, and continual support for the use of the program.

5.11 Program Implementation Process:

Describe in full, the implementation process for the proposed program (if any). Please include a detailed timeline of the implementation with major milestones and professional development. The timeline shall include but not be limited to:

- Pre-implementation work
- Proposed staffing plan
- Roles and responsibilities of the contractor and CCPS staff
- Description of project organization (Phases, Steps, Activities, Tasks, etc.) and timeframe for each
- Deliverables for each phase/activity
- Methods for monitoring implementation

Proposer shall include any relevant examples of similar implementation models in other districts, entities, or clients.

5.12 Quality Assurance Review

The proposer shall describe its approach to quality assurance and the effectiveness of the program and services provided to CCPS. Please affirm its willingness to meet with CCPS staff throughout the year to discuss potential issues, growth, and other outcomes to enhance the program. The proposer may also include any methods utilized to provide input or suggestions to CCPS to improve or better utilize the program.

5.13 Expectations of CCPS

The proposer shall describe any expectations it may have from CCPS.

5.14 Additional Methodologies

The proposer shall describe any unique approach or methodologies for its services, areas of expertise, and/or capabilities in providing requested services to CCPS or any other additional information that may be of interest to CCPS on the firm's approach.

5.15 Proposed Downtime Penalty

The system shall operate at an acceptable level of efficiency with downtimes kept at a minimum. The vendor shall describe its rate of operation and understand that downtime or inoperable programs are not acceptable. The proposer should submit its approach to downtimes and how often they occur, its brief plan of action when a downtime period occurs, and any monetary penalties that may apply for unsubstantiated downtime.

5.16 Data Breaches

CCPS reserves the right to immediately terminate any contract for a data breach, security intrusion, or the compromise of student or staff information.

5.17 Sample or Base Contract

The proposer shall submit a sample or base contract for review by CCPS, to be utilized in the event of an award resulting from this RFP. CCPS may utilize the sample contract or choose to utilize this agreement or its standard contract agreement. The final contract, regardless of the source, shall reference and incorporate all addenda, specifications, terms, and conditions of this solicitation, and include the proposer's offer, contract negotiations, and final acceptance. CCPS may amend any term and condition of the sample contract prior to final acceptance by both parties.

5.18 Fee and Price Structure

Price Structure: The proposer shall provide in its submittal its fee and price structure for its program and services. The fee and price structure information will be based on the scope of the services requested, and additional services as described herein. The pricing will be evaluated and scored, based on the plausibility and reasonability of the services being offered. The fees and pricing structure shall be separated by specific tasks per the following or similar:

a. Implementation / Installation (if applicable)

Please describe any implementation or installation costs or fees, if any.

b. Professional Development and Training Fees

Describe and list the price, if any, for on-site training, ongoing training, support, and other professional development for CCPS staff. The training fee shall indicate the size of the training session and any other pertinent information.

c. Annual Maintenance Services (if applicable)

The proposer shall provide an annual maintenance fee, if applicable, for support and service.

d. Additional Pricing or Fees

The proposer shall submit any additional pricing or fees for consideration and/or as necessary.

The fee and price structure submitted will represent the total compensation for services under this solicitation and/or subsequent contract if applicable. Any additional fees will not be accepted without an official addendum to the contract agreed to in writing by the parties.

5.19 Price Adjustments

Prices offered shall remain firm through each contract expiration date. If price adjustments are necessary, the awarded contractor may only request a price adjustment at the time of renewal. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable Consumer Price Index (CPI), as established by the Bureau of Labor Statistics and agreed upon by CCPS. If the applicable index indicates a negative price trend, CCPS reserves the right to request a reduction in contract prices equal to the percentage of change. Any price adjustment shall be at the sole approval of CCPS.

5.20 Proposal Summary

Please provide a summary of the proposal and major highlights.

RFP #24-062 Elementary Reading Intervention Program - RFP Checklist

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

- ☐ Electronic Submittal of Proposal (no hard copies necessary)

Submittal formatted as described herein

- ☐ Title Page
- ☐ Table of Contents
- ☐ Letter of Transmittal
- ☐ Completed & Signed RFP Acknowledgement Form (p.1)
- ☐ Completed Addenda (if applicable)
- ☐ Experience and Qualifications of the Firm
 - Organization Description
 - Statement of Qualification – Attachment 1
 - References (6 Total)
 - List of Program Usage
 - Business Licenses
 - Financial Information
 - Previous Experience with District Statement
 - Legal Actions
 - Additional Information
- ☐ Experience and Qualifications of the Key Personnel
 - List of administrative and key staff members
 - Resumes/Biographies of staff
 - Certifications, licenses, etc. of staff (if applicable)
 - Project Principal/Main Point of Contact
- ☐ Student Records Confidentiality Statement
- ☐ Statement of Non-Solicitation of Additional Services
- ☐ Scope of Work/Approach
 - Approach Description
 - Description of Program
- Progress Monitoring
- Program Basis
- Professional Development
- Program Implementation Process
- Program Basis
- Technology
- Coursework / Subject Area & Curriculum Information
- Reporting Information
- Program Efficacy
- Demonstration of Program Information
- Professional Development Information
- Program Implementation
- Quality Assurance Review
- Expectations of CCPS
- Additional Methodologies
- Proposed Downtime
- Data Breaches
- Sample / Base Contract
- ☐ Fee & Price Structure
- ☐ Insurance Affirmation
- ☐ Additional Required Paperwork
 - Exhibit A - Conflict of Interest Statement
 - Exhibit B - Affidavit Concerning Illegal Aliens
 - Exhibit C - Debarment form
 - Exhibit D - Drug-Free Workplace Certification
 - Exhibit JLA – Jessica Lunsford Act
- ☐ Additional paperwork / Information
- ☐ Summary of Proposal

Attachment 1 – Statement of Qualifications

This form must be completed, acknowledged, and returned with the proposal. Please provide written responses to the following questions. If the answer to any of the questions is "Yes", the proposer shall describe fully the circumstances, reasons therefore, current status, and ultimate disposition of each matter that is the subject of this inquiry (additional pages may be utilized if necessary).

1. Has the proposer been declared in default of any contract? _____Yes _____No

If Yes: _____

2. Has the proposer forfeited any payment of a performance bond issued by a surety company on any contract? _____Yes _____No

If Yes: _____

3. Has an uncompleted contract been assigned by the proposer's surety company on any payment of performance bond issued to the proposer arising from its failure to fully discharge all contractual obligations hereunder? _____Yes _____No

If Yes: _____

4. Within the past three (3) years, has the proposer filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? _____Yes _____No

If Yes: _____

5. Is the proposer the subject of any litigation in which an adverse decision might result in a material change in the proposer's financial responsibility? _____Yes _____No

If Yes: _____

6. Is the proposer currently involved in any state of fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? _____Yes _____No

If Yes: _____

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Attachment 2 – Submittal Evaluation Score Sheet (or similar)

CCPS intends to utilize the following scoresheet (or similar) to evaluate the submittals. Please note this scoresheet is subject to change without notification and is provided for informational purposes only.

Category*	Points*	Criteria*	Score	Comments/Notes
Qualifications of the Firm	0 to 5	<ul style="list-style-type: none"> • Organization Description: • Statement of Qualifications • List of Program Usage • References • List of Program Usage • Business Licenses • Financial Information • Previous Experience with District • Legal Actions • Additional Information 		
References	0 to 10	<ul style="list-style-type: none"> • 3 Public Education References • Others References 		
Student Confidentiality Statement	Y/N	Affirmation to meet the requirements of law	N/A	This is a yes or no.
Non-Solicitation Statement	Y/N	Affirmation to not solicit further business.	N/A	This is a yes or no.
Program Scope	0 to 20	<ul style="list-style-type: none"> • Approach description • Description of Program • Progress Monitoring • Professional Development • Program Implementation Process • Program Basis • Technology 		
Ability to Meet CCPS Needs	0 to 20	<ul style="list-style-type: none"> • Coursework/Subject areas • Reports • Professional Development 		
Program Demonstration	Y/N	Any electronic link, website or other to a demonstration of program	N/A	This is yes or no.
Downtime	Y/N	Proposed downtime penalty and or action plan on downtime	N/A	This is yes or no.
Sample of Base Contract	Y/N	Provide sample contract if applicable	N/A	This is yes or no.
Evidence of Program Efficacy	0 to 20	<ul style="list-style-type: none"> • Evidence of efficacy • Reliable Value of the efficacy of the program and its relation to CCPS 		
Pricing	0 to 25	Reasonability of pricing & structure		
Total	100			

*Subject to change without notification.

Committee Member Signature: X

PRINTED NAME _____

Exhibit A - Conflict of Interest Statement

The proposer shall complete **Exhibit A – “Conflict of Interest Statement”** attached hereto and submit with the 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 insure 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 insure 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 Proposal 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

- C. 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.
- D. 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.

- E. 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 (RFQ), 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, 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, 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, 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