



Collier County  
Public Schools  
Purchasing

## INVITATION TO BID

**Bid Number and Title:**

#19-100 HVAC Parts, Equipment & Supplies

**Posting Date:**

February 5, 2019

**Bid Due Date & Time:**

2:00 PM, Tuesday, February 26, 2019

ITBs received after this time and date will not be accepted

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

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

**Bidder Acknowledgement**

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

**Company Name:**

**Phone #:**

**Fax #:**

**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 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 BID #19-100 HVAC PARTS, EQUIPMENT & SUPPLIES  
2:00PM, TUESDAY, FEBRUARY 26, 2019"**  
 BIDDER NAME  
 BIDDER ADDRESS, CITY, STATE, ZIP CODE  
 BIDDER PHONE #  
 BIDDER E-MAIL ADDRESS

## Section 1 - General Conditions & Instructions

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

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

### CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitations to Bids (ITB), Request for Quotes (RFQ), Request for Proposals (RFP), Request for Qualifications (RFQu), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. See Attached Board Policy 6324.

#### 1.1 Definitions

For the purpose of this Invitation to Bid (ITB) 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 directory. Furthermore, the following words and phrases shall have these meanings:

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

#### 1.2 Bid 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 ITB 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 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 ITB, 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 ITB 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. ITB 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 any and all conditions and provisions herein. All signatures and initials must be in ink. The use of erasable ink or pencil is not permitted.
- f. **One (1) electronic copy of bid**, to include any and all documentation, in PDF format, must be submitted on a Flash Drive in a sealed envelope as described herein. Electronic submittal MUST contain manual signatures and initials in the

appropriate areas. Please note the ITB # and name of bidder on any drive. If confidential materials are submitted, bidder may submit a 2<sup>nd</sup> drive with confidential material and label with ITB #, name of bidder and “CONFIDENTIAL”. *(Please note that it is not necessary to return every page of this ITB with the bid 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. Bids may be hand delivered to the Business Office, Purchasing Department, 5775 Osceola Trail, Naples, FL 34109, forwarded by United States Mail, or other delivery service 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. Neither CCPS nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidder(s) should prepare ITB’s simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the ITB.
- j. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by 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.

#### 1.3 Bid Opening and Analysis

- a. Bids will be publicly opened in the Purchasing Department, read aloud and recorded at the time and date indicated within ITB. Bidder(s) may, but are not required to attend. CCPS will not announce prices or release other materials pursuant to 119.07 Florida Statutes.
- b. Bids will be analyzed, tabulated, and recommendations for award, which the Superintendent intends to make to the School Board or the Purchasing Department intends to make for projects less than \$50,000, will be posted by tabulation sheet at the School District of Collier County, Dr. Martin Luther King, Jr. Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as on-line at CCPS’s purchasing website: [www.collierschools.com/purchasing](http://www.collierschools.com/purchasing) and at [www.demandstar.com](http://www.demandstar.com) Notification to all bidder(s) will be made by e-mail or fax. 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. Bidders who feel they will be 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 Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.

#### 1.4 Interpretation and/or Modifications to the ITB / Inquiries / Addenda

- a. It is incumbent upon each bidder to carefully examine all specifications, terms and conditions contained within the ITB and to fully understand all items hereto.
- b. No interpretation of the meaning or contents of the ITB, no correction of any actual or apparent error, ambiguity, and inconsistency therein, shall be made to any bidder orally. Every request for interpretation or any questions regarding the ITB, whether technical, procedural or otherwise, **shall be made in writing**, 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:* David Nara, Director, Purchasing

*Street Address:* PURCHASING DEPARTMENT

5775 Osceola Trail, Naples, FL 34109

*Fax Number:* (239) 377-0047

*Electronic Mail:* [purchasing@collierschools.com](mailto:purchasing@collierschools.com)

- c. All requests, questions and inquiries shall be received at least seven (7) business days, unless otherwise stated within this ITB, prior to the due date.
- d. Any and all written inquiries received within the allotted timeframe, will be complied and official responses will be developed by appropriate CCPS employees. The compilation of written questions and their official responses will be issued solely by the Purchasing Department in the form of an e-mail, memorandum or an Addendum (if necessary) and posted on CCPS's website: [www.collierschools.com/purchasing](http://www.collierschools.com/purchasing) and on [www.demandstar.com](http://www.demandstar.com). Bidder should ensure that all addenda and amendments to the ITB have been received prior to submitting its response.
- e. It is the responsibility of the bidder(s) to make sure they have all addenda associated with this ITB. Addenda will be posted on CCPS's website: [www.collierschools.com/purchasing](http://www.collierschools.com/purchasing) and on [www.demandstar.com](http://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 and all addenda issued shall be acknowledged by signature and returned with ITB, unless otherwise instructed on the Addenda. Failure to acknowledge addenda may result in rejection of bid.
- f. 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 ITB. Any verbal interpretation/modification will not be considered part of this ITB 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.
- g. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's bid 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 ITB by any other means than the process described herein.
- h. No addendum will be issued later than three (3) calendar days prior to the due date for bids, except an addendum withdrawing

the ITB or one that includes postponement of the date for receipt of bids.

#### 1.5 Award

- a. The School Board or Purchasing Department reserves the right to award the contract(s) to the bidder(s) that it deems to offer the lowest responsive and responsible bid(s), as defined by this ITB. The Board and/or Purchasing Department are therefore not bound to accept a bid on the basis of lowest price. Award will be made to the lowest responsive, responsible bidder whose bid represents the best overall value to CCPS when considering all evaluation factors and that meet or exceed the minimum requirements of this ITB.
- b. The School Board or Purchasing Department will award contract(s) based on bid pricing, qualifications and references, as well as bidder's ability to meet or exceed the minimum requirements of this ITB. Award will also be determined by comparing the labor rates and prices bid, and by comparing estimated costs of sample projects with materials and service labor on the bid sheet.
- c. During the evaluation and review of bid(s), CCPS may consider any information or evidence which comes to its attention. This information may be utilized in determining the bidder's capability to fully perform the services of this ITB and/or the bidder's level of integrity and reliability that is required to assure satisfactory performance of any and all award or contracts produced from this ITB.
- d. In order to be considered for an award, each bidder must fully complete the ITB and provide all necessary documentation to fully demonstrate the bidder's capabilities and qualifications. Failure to complete ITB or supply the required documentation will be grounds for rejection of bid.
- e. CCPS retains the option of awarding a single contract, based on the overall low bid for all items, or to award multiple contracts, based on low bid per item, group of items or any combination thereof. Furthermore, CCPS reserves the right to award to primary and alternate vendors to insure a source of supply is readily available.
- f. This ITB does not commit the School Board to make an award nor shall CCPS be responsible for any cost or expense incurred by any contractor prior to the execution of a purchase order or contract agreement.
- g. The obligations of CCPS under an award of this ITB are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available funding.
- h. Any and all award(s) made as a result of this ITB shall conform to applicable School Board Policies, State Board Rules, and State of Florida Statutes.
- i. CCPS reserves the right to award only a portion of the items and/or services specified, if it is deemed to be in its best interest.

#### 1.6 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 is an integral part of this ITB 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 **Bid Withdrawal**

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

#### 1.8 **Bid Rejection**

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

#### 1.9 **Unreasonable Bid**

CCPS is not bound to accept any bid, quote or proposal it may receive under this ITB. In addition, CCPS will reject submittals which 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 ITB shall **not** be construed as an exclusive means for CCPS to acquire services, equipment, supplies or maintenance as outlined in this bid. 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 **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 any and 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 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 that amount of the contract actually performed to the date of termination.
- c. 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. In the event the Contractor wishes to terminate the contract, it must submit its request in writing to the Purchasing

Department. Request must give a 30-day notice of cancellation and should list any reasons why 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 proper notification of cancellation.

#### 1.12 **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.

#### 1.13 **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 ITB.

#### 1.14 **Content of ITB/Bidder Response**

The contents of this ITB, 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."

#### 1.15 **Order Placement, Purchase Orders and Procurement Cards**

Award does not constitute any order(s). After approval of an award has been made of this ITB, 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 period of 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.

**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 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 contract.

#### 1.16 **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 which do not reference valid purchase order numbers or which are erroneous (incorrect pricing, additional fees, incorrect purchase order) may be returned to 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 ITB. Lump sum invoices will not be accepted. Failure to provide itemized invoices will be cause for delay in payment or non-payment.

**1.17 Hold Harmless & Indemnification Agreement**

Contractor shall indemnify, save 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.

**1.18 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 insure reimbursement for loss or damage to property through negligence of the Contractor.

**1.19 Safety Standards**

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

**1.20 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 ITB 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 ITB 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 ITB.

- 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.

**1.21 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 a period of 36 months from the date of being placed on the convicted vendor list."

**1.22 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.

**1.23 Bullying & Harassment**

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

**1.24 Minority, Small and Women Owned Businesses**

CCPS encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities. Bidder may submit certification or other documentation of its MWBE practices.

**1.25 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 with bid. Failure to provide shall be grounds for rejection of proposal.

**1.26 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 contract (s). Furthermore, bidder shall complete the attached **Exhibit B** - "Contractor's Affidavit Concerning Illegal Aliens" and submit with proposal. Failure to complete this affidavit will be cause for rejection of ITB.

**1.27 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 with its proposal. Failure to complete will be cause for rejection of bid. Instructions are also attached.

**1.28 Drug-Free Workplace Certification**

CCPS supports and encourages initiatives to keep the workplace of Florida's suppliers and contractor's 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, bidder shall sign and submit **Exhibit D - "Drug-Free Workplace Certification"**, attached hereto, to certify that the respondent has a drug-free workplace program.

**1.29 Smoke and Tobacco Free Environment**

Pursuant to School Board Policy No. 1215, 3215, 4215, 5512 and 7434, all of CCPS facilities are declared smoke and tobacco free. The smoking of any substance, or the use of any tobacco product, to include, but not be limited to, cigars, cigarettes, pipes, chewing tobacco, snuff or any other matter or substance that contains tobacco, is strictly prohibited on any CCPS site, which includes all interior and exterior spaces within the property boundaries. Violations of this policy will result in the removal of said violator from the property. Repeated violations may result in the termination of contract.

**1.30 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 set forth in F.S. 790.001.

b. CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if 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 sub-contractor is found to have brought a firearm on CCPS property, said employee will be terminated from the project by the independent contractor or sub-contractor. If the subcontractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with CCPS shall be terminated.

**1.31 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 and acts of nature beyond the control of the contractor(s), unless otherwise specified.

**1.32 Public Records**

a. Pursuant to subsection 119.071(1)(b) Florida Statutes, 2013 "sealed bids, proposals or replies received by the District pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as 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 ITB will be open for inspection, upon request, by any person and in accordance with 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, ideas presented in any response to this ITB. Selection or rejection of any submittal does not affect this right.

d. If CCPS rejects or cancels ITB 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, Contractor shall also maintain any and all records, and must:**

i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order 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 termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239) 377-0457, E-MAIL ADDRESS: [woodsdo@collierschools.com](mailto:woodsdo@collierschools.com), MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.**

**1.34 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.

**1.35 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 ITB. Any misstatement or omission (a "Misrepresentation") shall be treated as a fraudulent concealment of the true facts relating to submission of the solicitation. A misrepresentation shall be a basis to reject or disqualify the bidder from this ITB, and any re-solicitation pertaining to 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.

**1.36 Governing Laws and Venue**

- a. In the event that 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. In the event that 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 in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

**1.37 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's.
- b. all American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.082 FS.

**1.38 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))

**1.39 Other Agencies**

Contractor(s) may permit any school board, community college, state university, municipality or other governmental entity, to include 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 own purchase order to the Contractor(s).

**1.40 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 - Requirements**

### **2.1 Purpose**

The purpose of this ITB is to find responsible contractor(s) to provide HVAC parts, equipment, supplies and materials, to be used at various sites throughout CCPS, primarily by the Maintenance Department for routine and general upkeep of all existing facilities, abiding by the minimum requirements set hereto. The primary vendors to supply HVAC parts, equipment and supplies to CCPS will come from this bid.

### **2.2 Contract & Term**

- a. The contents of this ITB and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.
- b. All prices bid shall be for a period beginning **July 1, 2019 and ending June 30, 2021**. Contract may be renewed annually on expiration date of original contract. This renewal may be accomplished for up to two (2) times, provided the price schedule remains unchanged, or price/discount increase/decrease is set at a price acceptable to the vendor(s) and CCPS. Renewals will be for a two (2) year period, from July 1 to June 30. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. Actions taken under this provision will be at the option of CCPS.
- c. The Purchasing Department will, if considering renewal, request a letter of intent to renew from the Contractor prior to 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. Contractor will be notified when the recommendation has been acted upon by the Board.
- d. In the event the resulting agreement is terminated, not renewed or naturally expires, the Contractor agrees that CCPS may provide written notice to the Contractor retaining the services for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until CCPS has established a new agreement. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

### **2.3 Qualifications of Bidder**

- a. Only responsible Bidders, who normally have knowledge and experience of and are currently engaged in the operation of providing all types of HVAC parts, supplies, equipment and other miscellaneous HVAC materials, will be considered for award of this ITB. Qualified bidders shall have adequate inventory, organization, facilities, personnel, inventory and other resources necessary to ensure prompt, efficient and satisfactory service and supply to CCPS. Awarded Contractor(s) will be determined by previous experience and satisfactory performance of at least three (3) contracts or orders for similar materials and quantities within the last year, demonstrated by their references.
- b. The Bidder shall be in sound financial position, licensed and must be primarily engaged in HVAC supply business. Bidder shall also have been in business for the last two (2) consecutive years or more in the Southwest Florida area, under the same name, and be capable of meeting CCPS's quantity and delivery needs as specified.
- c. Bidder shall fully demonstrate its work history and **specific** qualifications in its submission.
- d. CCPS reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information CCPS staff may deem necessary for further clarification or clarification of items submitted.



## 2.4 **Inspection of Organization**

- a. CCPS reserves the right before recommendation of an award to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the bidder's submittal and its ability to perform all services under this ITB at or above a satisfactory level. CCPS further reserves the right to reject bids where investigation and evaluation or other evidence submitted indicates an inability of the bidder to meet any requirements or to perform the services of this ITB. The ability or inability to meet all requirements and service CCPS under this ITB will be at the discretion of CCPS.
- b. Contractor shall at all times during the Contract remain responsive and responsible. Contractor must be prepared, if requested by CCPS, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the contractor for the services under this ITB. If CCPS determines that the conditions of the solicitation documents are not complied with, or that the services to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, CCPS may reject the response or terminate the Contract.
- c. Bidder may be disqualified from receiving awards if anyone in its employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- d. This section shall not mean or imply that it is obligatory upon CCPS to make an investigation either before or after award of the Contractor, but should it elect to do so, contractor is not relieved from fulfilling any and all Contract requirements or documents.

## 2.5 **References**

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

## 2.6 **Previous Experience with CCPS**

A bidder's previous experience with CCPS will be taken into account when evaluating the responses received. Bidder shall provide a brief description of any and all previous experience with CCPS, if applicable. Details of description should include site(s) and any key CCPS personnel involved. ITB(s) may be rejected based on past performances.

## 2.7 **Organization Description**

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

## 2.8 **Business Licenses**

- a. Bidder shall possess all applicable business licenses required to perform services under this ITB. Bidder shall submit business tax receipts, HVAC and Electrical Contractor's licenses as described herein.
- a. ***Business Tax Receipt:*** Copy of current and previous year's business licenses (2 total) from bidding vendor to operate and sell the requested materials/services within Collier County, Florida, **must be submitted with ITB**. All licenses must have a minimum classification of: "HVAC/hardware material supplier", or similar category. Either a state or county occupational license or business tax receipt will be acceptable. All licenses shall have current name and address of bidder. If bidder has moved since the issuance of the license, it must document as such with a written explanation and submit with bid. Failure to supply a copy of business license(s) may be cause for rejection of ITB.
- b. Licenses must be valid/current at the time of submittal and shall be maintained throughout the duration of the contract and submitted to CCPS as necessary. Furthermore, the Contractor for the duration of the contract shall comply with all Federal, State and Local rules, regulations and licensing requirements necessary to provide items under this ITB.
- c. Bidder may submit copies of additional licensure as well as any other State Licenses, certificates or other licensure, which will further demonstrate its capabilities.

## 2.9 **Location**

All bidders must have an office / branch or warehouse facility, with adequate inventory, **located and based within Collier or Lee County, Florida** and must indicate as such on the bid sheet. Office/branch shall be currently open and operational and shall have been open and operational for the previous consecutive two (2) years.

## 2.10 **Service Representative**

The bidder shall provide information on a sales representative to be contacted for quotes, placement of orders, and general assistance needed by CCPS. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

## 2.11 **Additional Vendors**

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

## 2.12 **Partial Bids**

Due to the need to have a ready and consistent source of supply available for the materials under this ITB, CCPS will accept partial bids, however, all items bid shall be available for any CCPS site.

## **Section 3 - Contractor Requirements**

### **3.1 Contractor Performance**

- a. Contractor(s) shall maintain an acceptable level of satisfactory service throughout the duration of the contract. To ensure the security of this level of performance, CCPS reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services, or 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 and all 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 contract may be terminated. Furthermore, CCPS has the right to subtract any costs incurred to CCPS from the invoices or monies owed due to the unsatisfactory performance of 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 contract as outlined in this ITB will apply.
- b. It shall be the responsibility of the contractor to be knowledgeable and familiarize itself with any and all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the supply of materials under this ITB, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- c. Contractor shall perform or supply any and all services in accordance with any and all Federal, State, County and City statutes, laws or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Vendor. Lack of knowledge by the contractor will in no way be a cause for relief from responsibility.

### **3.2 Trial Period**

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

### **3.3 Delivery**

- a. Awarded vendor(s) will be required to deliver the majority of the materials and orders to the Maintenance Department, Collier County Public Schools, 5702 Cougar Lane, Naples, FL 34109. Vendor will also allow pick up by authorized School District personnel\*, if there is a store located within Collier County, Florida, when so desired by the Maintenance Department. CCPS also reserves the right to have items delivered directly to a school or project site located within Collier County, Florida. All deliveries, unless otherwise noted and explained with this ITB, will be at no charge.

*\*Any/all District representative picking an item up shall have a valid purchase order number, p-card and identification badge in which to charge the purchase against.*

- b. The delivery of routine requirements should be made within twenty-four (24) hours, unless otherwise determined and accepted in this ITB or by the Maintenance Department at the time of order. The delivery of emergency requirements cannot exceed two (2) hours or must be available for immediate pick-up from local store located in Collier County, Florida. Failure to meet the delivery requirements will be cause for rejection of bid and/or termination of contract. Any deviation to the delivery schedule should be noted in full on the bid sheet.
- c. In the event successful contractor cannot meet the delivery requirements or the quantities, once an order has been placed, it must contact the CCPS ordering department, immediately, with an estimated delivery time that must be approved by said department. If estimated shipment time period is not acceptable, then CCPS has the right to use an alternate vendor to obtain the materials. Furthermore, the Maintenance/Ordering Department must approve any item that may lose its discounted price due to a special delivery request.
- d. All delivery times and locations will be specified by the Maintenance or ordering department at the time of or prior to the shipment of any order.
- e. All items shall be packaged and shipped in containers that are suitable for storage or shipment, and all prices shall include standard commercial packaging.
- f. Vendor(s) shall be responsible for delivery of items in good condition at point destination. Vendor(s) shall file with any carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. CCPS will note, for the benefit of vendor(s), when packages are not received in good condition and may reject any package that is damaged. In the event the material and/or services supplied to CCPS is found to be defective or does not conform to specifications, CCPS reserves the right to cancel the order upon written notice to the vendor and return the product to vendor at vendor's expense.
- g. Failure to deliver as described herein will be cause for termination of any orders and the ordering from alternate vendors. Vendor may be held accountable for any increase in price due to its inability to deliver, that CCPS incurs ordering with an alternate vendor.
- h. Continual non-compliance with delivery schedule or failure to keep ample supply will be cause for termination of contract.

### **3.4 Acceptance**

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

### **3.5 Right to Require Performance**

The failure of CCPS at any time to require performance by the contractor of any provision herein shall in no way affect the right of CCPS thereafter to enforce same, nor shall waiver by CCPS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Furthermore, indulgence by CCPS on any non-compliance by the contractor does not constitute a waiver of any rights under this ITB.

### **3.6 Background & Identification Badges**

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

- b. Pursuant to School Board Policy 8475, all contractual personnel of Collier County Public Schools shall be subject to a criminal background check. This includes any and all sub-contractor employees.
- c. **After award of bid, contractors' and sub-contractors' employees may need to be screened pursuant to CCPS policy 1121.01. The fee schedule and other important information pertaining to fingerprinting can be obtained on our website at <http://www.collierschools.com/hr> under the heading "Fingerprinting & ID Badges". Failure to comply will result in the immediate termination of contract and removal from the bid list for a period of 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 contract(s). Please note that Contractor(s) must submit all COI's, licenses etc... before badges can be issued.
- e. Contractor may be required to submit a list of badged employees to CCPS after commencement of contract. Any changes during the course of 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 insure they meet all State and CCPS requirements.

### 3.7 Insurance Requirements

- a. Certificate of Insurance  
Certificates of Insurance (COI), as outlined herein, shall be furnished to CCPS upon receipt of approval of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name Collier County Public Schools as an additional insured as follows:  
  
The District School Board of Collier County, FL  
5775 Osceola Trail  
Naples, Florida 34109.  
  
All certificates shall list the ITB # and title and be submitted to Ms. Tiffany Daniel, Purchasing Department either via e-mail ([danielti@collierschools.com](mailto:danielti@collierschools.com)) or facsimile ((239) 377-0074). Failure to provide a COI shall be cause for termination of 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 cancelled 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.

- e. Comprehensive General Liability  
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, combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
- f. Business Automobile Liability  
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 Safety Data Sheets**

- a. Supplies requested which meet the Hazard Communication Standard (HCS), are required to have published Safety Data Sheets (SDS).
- b. Contractor(s) will be required to submit a copy of the SDS for any and all such substances to CCPS, prior to the start of contract.
- c. Contractor shall maintain a copy of all current SDS documentation and safety certifications at the Maintenance Department and at each project site at all times, as well as comply with all other site documentation requirements per applicable OSHA programs and this ITB.
- d. All products must be recommended for the specific application by the manufacturer and approved by the EP and OSHA.
- e. Failure to provide or maintain SDS documentation will be cause for termination of contract.

## **Section 4 - Scope & Product(s) Description**

### **4.1 Description**

- a. CCPS intends to purchase A/C parts, equipment, supplies and materials under this ITB, for use primarily by the Maintenance Department for repair, maintenance and up-keep of existing facilities at various sites located throughout CCPS. The need exists to have a proper source of supply that is responsive, readily available and able to meet CCPS requirements with minimum delay in acquisition and/or delivery. Since CCPS maintains minimal inventory, these items are procured on an "as required" or "emergency" basis only, and delays in acquisition are not acceptable. All potential bidders, who wish to be considered for any award(s) to supply these items to CCPS shall fulfill the requirements as listed herein.
- b. Yearly expenditures under this bid have been estimated at \$200,000.00. This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, **no guarantee** is given or implied as the total quantity or dollar values of this bid. CCPS is not obligated to place any order with vendors participating in this bid. Contract awards will only guarantee a specific source of supply for the Maintenance Department, Schools and other CCPS Departments, and **will not** guarantee or obligate total dollar expenditure.
- c. It is the Vendor's responsibility to be knowledgeable and familiar with and supply all items under this ITB which comply with all current federal, state and local laws, codes, rules and regulations. All services will be in accordance with any and all governing requirements and shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. Failure to abide will be cause for termination of contract.

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

- d. The Maintenance Department or its designee will be the judge of conditions and the performance of the Vendor(s).

### **4.2 Description of Sites**

- a. CCPS currently has over fifty-six (56) sites located throughout Collier County, Florida that may place orders services under this ITB. A list of sites and addresses may be obtained at:

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

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

- b. The specific sites listed herein may not be all-inclusive. CCPS reserves the right to add additional sites or delete sites as necessary for the duration of the contract. Pricing will be held for any additional site based upon the pricing given herein.
- c. The majority of orders under this ITB will be placed by the Maintenance Department; however, bidder shall note that any CCPS department or site may place orders for items under this ITB. The prices submitted by bidders under this ITB will be held for any CCPS site.

### **4.3 A/C Parts, Equipment & Supplies, Specifications**

The categories listed below are generalizations of the A/C parts, equipment and supplies CCPS may require under this bid. They are by no means all inclusive, nor is it a guarantee CCPS will require all items listed. Items

are listed only to give bidders an idea of the type of merchandise vendors should carry in order to become a supplier to CCPS. Bidder shall list the products, on the bid sheet, it warehouses and is able to supply to CCPS. Please note that bidders do not have to carry all the items listed below to be considered for participation of this bid.

- **Motors & Accessories** – bearings, shafts, belts, capacitors (run, start, dual), condenser fan motors, belt drive motors, refrigeration, air conditioning, general purpose motors, fan blades, hardware kits, pulleys, terminals, relays, fuses, meters, etc...
- **Ventilation** – fans, exhaust fans, bath, roof, furnace and air filters, etc...
- **Controls** - pressure, oil, phase, temp, a/c and heat, water, air, dryers, compressors, contactors, hydronic, valves and fittings, etc...
- **Equipment** – coils, handlers, boilers, dehumidifiers, detectors, evaporators, gauges, etc...
- **Installation Supplies** – access fittings & tools, adhesives, evaporative coolers, tape, insulation, copper tubing, duct board, flex duct, wire etc...
- **Compressors** – air conditioning, refrigeration, ice machines, etc...
- **Pumps** – sump, ice, utilities, oil, vacuum, acid, condensate, refrigerant recovery, etc...
- **Thermostats** – white Rodgers, Honeywell
- **Refrigeration & HVAC Supplies** – access fittings accustats, solenoid valves, receivers, refrigerants, air cleaners, air curtains, etc...

*UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.*

#### 4.4 **AC Parts, Supplies & Equipment Awards**

- a. Contract awards will be made to those bidder(s) who submit complete bid packages, offer the greatest variety of products, offer the largest discounts on MSRP, best serve CCPS and otherwise **comply with the specifications, terms and conditions of this bid**. Awarded bidder(s) will then be in a favorable position to compete for CCPS's business, and those vendors that offer the largest discounts, largest variety of inventory, and general purchasing convenience for the Maintenance Department, should obtain the largest volume of business.
- b. Due to the needs and requirements of the Maintenance Department, it will be necessary to award contract to multiple responsible vendors. Therefore, the ITB will most likely be awarded to primary and alternate vendor(s) to ensure a source of supply is readily available. The bidder(s), who meet all the requirements of this ITB, and are considered the most responsible and responsive, will be considered primary vendors; the next responsible bidder(s) will be awarded as an alternate(s). The primary vendor(s) will be contacted first for all orders by CCPS. If the primary is not available, or cannot supply the quantities or within the time frame per the Maintenance/ordering Department, then the alternate bidder(s) will be contacted and so forth. Determination of primary and alternate vendors will be at the discretion of CCPS.

#### 4.5 **Pricing - Manufacturer's Suggested Retail Price (MSRP) Discounts**

All prices or discounts submitted under this ITB shall be quoted FOB destination, include inside delivery to any CCPS site and shall be firm for the duration of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to CCPS during the course of the contract. If any additional charges are necessary, please list them as indicated on the bid sheet.

- a. CCPS utilizes several manufacturers, including, but not limited to: Beacon, Belimo, Browning, Carrier, Coleman Evcon, Eaton, Honeywell, ITT General, Johnson Controls, Lovejoy, Maska, Robertshaw, Square D, Tecumesh, Trane, White Rogers, Sporlan, Trenton, EMI and York. CCPS understands that each bidder could potentially be a distributor for several manufacturers. Therefore, CCPS is requesting that bidder list in the



appropriate area on the bid sheet any discount offered per manufacturer. A letter from each Manufacturer, stating that bidding company is indeed an authorized distributor for, may need to be submitted upon request after bid opening and prior to an award. Failure to submit the authorized distributor letter(s) may result in termination of contract.

- b. Bidder shall list its single fixed percentage discounts offered, to be calculated from the most current MSRP as listed on the bid sheet, for those manufacturer's it is able to supply to CCPS. Single-fixed percentage discount offered shall be firm for the duration of the contract. Items excluded from the discount shall be stated with the stated bid. Discount should not be predicated upon receiving a certain size minimum order. Discounts should be offered on the basis of order quantities of one (1) or more. Discounts cannot be a range or list of percentages. The discount must be one firm percentage per manufacturer/commodity, as listed on the bid sheet. A list of the most common manufacturers utilized by CCPS has been provided, however, bidder(s) should list all manufacturers that are not listed with corresponding discounts it is willing to offer.
- c. Awardee(s) may offer additional educational discounts at anytime during the course of the contract and invoice at a greater discount than their bid discount submitted herein.
- d. Bidder agrees to make any manufacturer's published list price available, upon request, to CCPS at any time after the bid has been opened and/or analyzed or during the course of the contract.
- e. CCPS reserves the right to request from bidder(s) separate manufacturer certification of all statements made under this ITB. Bidder may submit manufacturer certifications with submittal if desired.

#### **4.6 Pricing - Percentage Other Item Discounts**

- a. During the course of the contract CCPS may purchase other HVAC items, hardware, equipment, materials, etc... not listed per a specific manufacturer as listed herein, as necessary. CCPS is requesting each bidder to quote a single fixed percentage discount rate for any and all other items it is willing to offer in the appropriate area on the bid sheet. Single-fixed percentage discount offered shall be firm for the duration of the contract. Items excluded from the discount shall be stated with the stated bid. Discount should not be predicated upon receiving a certain size minimum order. Discounts should be offered on the basis of order quantities of one (1) or more. Discounts cannot be a range or list of percentages. The discount must be one firm percentage, as listed on the bid sheet. Any such discount may be from the retail/catalog/website pricing or MSRP as identified on this ITB. Any exceptions to the discount should be listed on the bid sheet. A list of retail/catalog/website pricing shall be supplied to CCPS upon written request. If no discount is offered on additional items, either a NB or blank will be sufficient.
- b. Awardee(s) may offer additional educational discounts at anytime during the course of the contract and invoice at a greater discount than their bid discount submitted herein.
- c. Bidder agrees to make any manufacturer's published list price/website/catalog pricing available, upon request, to CCPS at any time after the bid has been opened and/or analyzed or during the course of the contract.

#### **4.7 Quantities**

Any quantities listed under this ITB are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of CCPS. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

#### **4.8 Catalogs / Inventory List / Website**

- a. Bidder shall indicate on the bid sheet the best method to view its inventory (i.e. website, printed catalog or other). If a current catalog is printed, bidder may submit with its bid. If no catalog is available, bidder shall indicate the best, current website or inventory list that is available. This information will assist CCPS in its

award process to view the variety of items bidder is capable of handling and to gain an idea of its warehouse capabilities.

- b. CCPS may request at any time during the contract, for the vendor to supply a current website, inventory list, catalogs, etc... as necessary.

#### **4.9 HVAC Parts, Equipment & Supplies Sample List**

- a. The bid sheet reflects a sampling of HVAC parts, supplies and equipment that has a relatively high usage with CCPS. This list is by no means all-inclusive, and is provided strictly for bidding purposes and will assist in the award of the contract. The bid price sheet requires prospective bidders to provide pricing for the items it offers and the following information: manufacturer, manufacturer's list price, percent discount (from the Manufacturer's List Price), CCPS's price and if the item is currently in stock in Naples. Please put all information on the sheets provided.
- b. All prices shall be per the % Discount offered on the MSRP and will be firm through December 31, 2019, unless otherwise noted in the appropriate area on the bid sheet. All prices quoted shall be FOB destination and shall include inside delivery to the Maintenance Department, Collier County Public Schools, 5702 Cougar Lane, Naples, Florida 34109.
- c. Partial bid pricing sheets are acceptable. For any item the bidder does not carry, a "NB" (no bid) will be sufficient. Any item left blank will be considered a no bid. Failure to complete the attached bid price sheet may result in rejection of bid.
- d. If the item listed specifies a manufacturer, then that manufacturer is considered to be the standard of quality that is acceptable. Other manufacturers for those items will be considered, and bidders should list the manufacturer they are bidding if different from that listed and supply back-up documentation on item and/or manufacturer to demonstrate it meets or exceeds the manufacturer listed. If part numbers or manufacturers which are listed in this ITB are no longer available, bidder shall update the part number/manufacturer with the most current and up-to-date model and shall indicate as such on the bid sheet.

#### **4.10 Reconditioned Material**

All items sold under this ITB shall be NEW as specified herein. During the course of the contract, if a vendor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in CCPS's best interest, the vendor shall so notify the ordering Department prior to the ordering of any such items. The vendor shall notify the ordering department and inform it of the reasons and any benefits that may accrue to CCPS if it authorizes the use of reconditioned goods, materials, supplies, or components. If approved by CCPS, approval will be in writing from an authorized agent of CCPS.

**Bid #19-100 HVAC Parts, Equipment & Supplies - BID SHEET**

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

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

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

- |  |  |
|--|--|
| <input type="checkbox"/> Completed ITB Acknowledgement Form (p. 1)       | <input type="checkbox"/> Exhibit D - Drug Free Workplace Certification       |
| <input type="checkbox"/> Completed Addenda (if applicable)               | <input type="checkbox"/> Exhibit JLA – Jessica Lunsford Act                  |
| <input type="checkbox"/> Electronic Submittal of Bid                     | <input type="checkbox"/> Fully Completed Bid Sheet                           |
| <input type="checkbox"/> Exhibit A - Conflict of Interest Statement      | <input type="checkbox"/> Business Licenses (2 years)                         |
| <input type="checkbox"/> Exhibit B - Affidavit Concerning Illegal Aliens | <input type="checkbox"/> Location Information                                |
| <input type="checkbox"/> Exhibit C - Debarment form                      | <input type="checkbox"/> Purchases from this bid by other agencies statement |

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

**Reference #1**

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

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

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

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

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

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

\_\_\_\_\_

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

**Reference #2**

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

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

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

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

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

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

\_\_\_\_\_

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

**Reference #3**

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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**D. Location of Business Office/Warehouse that will be servicing this ITB within Collier or Lee County:**

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

\_\_\_\_\_

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

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

# of Employees at this site: \_\_\_\_\_

# of years at this site: \_\_\_\_\_

**E. Service Representative:**

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

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

Telephone (emergencies): \_\_\_\_\_

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

**F. HVAC Items - Please check all items bidder offers/warehouses and list others as necessary:**

\_\_\_\_ Motors & Accessories

\_\_\_\_ Ventilation

\_\_\_\_ Controls

\_\_\_\_ HVAC Equipment

\_\_\_\_ Installation Supplies

\_\_\_\_ Compressors

\_\_\_\_ Pumps

\_\_\_\_ Thermostats

\_\_\_\_ Refrigeration &  
HVAC Supplies

Other (please list): \_\_\_\_\_

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**G. % Discounts** - Please indicate the corresponding single rate % Discount from MSRP and warranty information for each as applicable.

Manufacturer	% Discount from MSRP	Warranty
Armstrong	%	
Baldor	%	
Beacon	%	
Beckett	%	
Belimo	%	
Bell & Gossett	%	
Browning	%	
Carrier	%	
Century (AO Smith)	%	
Coleman Evcon	%	
Copeland	%	
Costguard	%	
Daikin	%	
Danfoss	%	
Eaton	%	
Everpure	%	
FASCO	%	
Furnas	%	
Goodyear	%	
Honeywell	%	
ITT General	%	
Johnson Controls (JCI)	%	
Kolpak	%	
Lovejoy	%	
Manitowoc	%	
Motors & Armatures, Inc. (MARS)	%	
Marathon	%	

Manufacturer	% Discount from MSRP	Warranty
Maska	%	
National Refrigeration & Air Conditioning (NRP)	%	
Packard	%	
Pentair	%	
Perragon	%	
Precision Aire	%	
Ranco	%	
Robertshaw	%	
Scotsman	%	
Sporland	%	
Supco	%	
Square D	%	
Taco	%	
Tecumseh	%	
Thermal Zone	%	
Trane	%	
Trenton	%	
US Motors (Emerson)	%	
White Rogers	%	
York	%	
Other:	%	
Other:	%	
Other:	%	
Other:	%	
Other:	%	
Other:	%	
Other:	%	

Exceptions on any discount (Use back of page if necessary): \_\_\_\_\_

\_\_\_\_\_

H. **Percentage Flat Rate Discount (other items):** \_\_\_\_\_ % off of: \_\_\_\_\_  
Retail, catalog, MSRP, etc...

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

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I. **Catalog Name(s), websites:** *Please list best methods for viewing inventory.*

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- J. **Sample Items Price Listing** - Please provide manufacturer (if different than the one listed), manufacturer's list price, percent discount (from the Manufacturer's List Price), CCPS's price and if the item is currently in stock in Naples.

**Category 1: Compressor & Condensing Units**

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	CCPS Unit Price <sup>2</sup>	Per	In Stock Y/N
1	Compressor, 4HP	4HP 53MBH R22 COMP 230/1PH	AGA5553EXN	TECUMSEH	\$	%	\$	EA	
2	Compressor, 2/3 HP	2/3HP R-404A SWT 115V	AST54C1ECAA901	COPELAND	\$	%	\$	EA	
3	Compressor, 4HP	4HP 208-230/1/60	OEMR53A	N.R.P.	\$	%	\$	EA	
4	Compressor, SCROLL 6HP	6 HP 208-230/3	ZF18K4ETF5931	COPELAND	\$	%	\$	EA	
5	Compressor, SCROLL 2¾HP	2¾ HP 32.6K R22 460/3	ZR32K5TFD800	COPELAND	\$	%	\$	EA	
6	Compressor, SCROLL 5HP	5 HP 61K 208-230/1 R-22	ZR61K3PFV930	COPELAND	\$	%	\$	EA	
7	Condensing Unit, 1HP	M/T 1HP R404A 208-230/3 PSC	TESA010M6HT3BB	TRENTON	\$	%	\$	EA	
8	Condensing Unit	¼HP R22 C/T 115V ECHM MOTOR	AEA9415EXA	TECUMSEH	\$	%	\$	EA	

**Category 2: Controls**

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
9	Defrost Switch	Defrost Termination Switch	550000447	KOLPAK	\$	%	\$	EA	
10	Defrost Timer	40 AMP SPDT	814520	PARAGON	\$	%	\$	EA	
11	Fan Delay Switch	Fan Delay Switch	550000463	KOLPAK	\$	%	\$	EA	
12	Low Pressure Control	Pressure Range: 10" to 100#, SPST	O101483	RANCO	\$	%	\$	EA	
13	Temperature Control	SPDT -40 TO 220 24/120/208/240 NEMA	16E09101	WHITE ROGERS	\$	%	\$	EA	
14	Capacitor, Dual	80/7.5 MFD @ 370V ROUND DUAL	CD80/7	BEACON	\$	%	\$	EA	
15	Capacitor, Dual	45/5 MFD 440V	CD45/5X440R	BEACON	\$	%	\$	EA	
16	Contact, Definite Purpose	3P 30A 120 VAC IRP DP	DP330120	BEACON	\$	%	\$	EA	



#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
17	Contactora, Definite Purpose	2P 40A 24V	C25BNB240T	EATON	\$	%	\$	EA	
18	Contactora, Definite Purpose	3P 60A 120V	C25FNF360A	EATON	\$	%	\$	EA	
19	Contactora, Definite Purpose	3P 60A 24V	C25FNF360T	EATON	\$	%	\$	EA	
20	Contactora, Definite Purpose	3P 75A 120V	C25FNF375A	EATON	\$	%	\$	EA	
21	Delay Timer	120V 6 TO 00 SECOND DELAY 15A	32383	MARS	\$	%	\$	EA	
22	Motor Start Kit	2-wire mechanical potential relay hard start, 3.5 - 5 HP	MPR1	SUPCO	\$	%	\$	EA	
23	Motor Start Kit	2-wire mechanical potential relay hard start, 1-3 HP	MPR5	SUPCO	\$	%	\$	EA	
24	Capacitor, Single Run	30 MFD 370V OVAL	CR30X370	BEACON	\$	%	\$	EA	
25	Temperature Control	SPDT -30/100F 240V	A19BBC2	JCI	\$	%	\$	EA	
26	Thermostatic Expansion Valve	3.5 - 4 TON R22 3/8" OD	067L5858	DANFOSS	\$	%	\$	EA	
27	Transformer	40VA 120/208/240/24V	4031F	BEACON	\$	%	\$	EA	

### Category 3: Copper

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
28	Copper Line Set	¼' x ½" x 25', 14/4 cable	United Refrigeration #MSLS141214425-1/2		\$	%	\$	25 FT	
29	Copper Line Set	¼' x ½" x 50', 14/4 cable	United Refrigeration #MSLS141214450-1/2		\$	%	\$	50 FT	
30	ACR Rigid Tubing	3/8" OD			\$	%	\$	FT	
31	ACR Rigid Tubing	5/8" OD			\$	%	\$	FT	
32	ACR Rigid Tubing	7/8" OD			\$	%	\$	FT	
43	ACR Rigid Tubing	1-5/8 OD			\$	%	\$	FT	

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
34	Fitting, Elbow	3/8" 90° FxF ELL, short			\$	%	\$	EA	
35	Fitting, Elbow	3/8" LT 90° FxF ELL, long			\$	%	\$	EA	
36	Fitting, Tee	3/8" FxFxF ELL			\$	%	\$	EA	
37	Fitting, Elbow	5/8" 90° FxF ELL, short			\$	%	\$	EA	
38	Fitting, Elbow	5/8" LT 90° FxF ELL, long			\$	%	\$	EA	
39	Fitting, Tee	3/8" FxFxF ELL			\$	%	\$	EA	
40	Fitting, Elbow	7/8" 90° FxF ELL, short			\$	%	\$	EA	
41	Fitting, Elbow	7/8" LT 90° FxF ELL, long			\$	%	\$	EA	
42	Fitting, Tee	7/8" FxFxF ELL			\$	%	\$	EA	
43	Fitting, Elbow	1 1/8" 90° FxF ELL, short			\$	%	\$	EA	
44	Fitting, Elbow	1 1/8" LT 90° FxF ELL, long			\$	%	\$	EA	
45	Fitting, Tee	1 1/8" FxFxF ELL			\$	%	\$	EA	
46	Soft Tubing	3/8" X 30'			\$	%	\$	30FT	
47	Soft Tubing	3/8" X 50'			\$	%	\$	50FT	
48	Soft Tubing	3/8" X 100'			\$	%	\$	100FT	
49	Soft Tubing	5/8" X 30'			\$	%	\$	30FT	
50	Soft Tubing	5/8" X 50'			\$	%	\$	50FT	
51	Soft Tubing	5/8" X 100'			\$	%	\$	100FT	
52	Soft Tubing	7/8 X 30' OD			\$	%	\$	30FT	
53	Soft Tubing	7/8 X 50' OD			\$	%	\$	50FT	
54	Soft Tubing	7/8 X 100' OD			\$	%	\$	100FT	

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
55	Soft Tubing	1 1/8 X 30' OD			\$	%	\$	30FT	
56	Soft Tubing	1 1/8 X 50' OD			\$	%	\$	50FT	
57	Soft Tubing	1 1/8 X 100' OD			\$	%	\$	100FT	

**Category 4: Ice Machine Items**

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
58	Inlet Valve Kit	Service Kit Water Inlet Valve	7966	MANITOWOC	\$	%	\$	EA	
59	Pump	115/230V 1/30 HP	BRPAP1	BECKETT	\$	%	\$	EA	
60	Dump Valve	208-220V dump valve	1768	MANITOWOC	\$	%	\$	EA	
61	Purge Valve	Purge valve	11051401	SCOTSMAN	\$	%	\$	EA	
62	Sanitizer - Ice Machine	IMS-II 1PT (16oz)	421134	NU-CALGON	\$	%	\$	16oz	
63	Water Filter - Ice Machine	Single System, I-2000(2), 1.67 GPM	932401	EVERPURE	\$	%	\$	EA	
64	Water Pump	Scotsman water Pump	12258221	SCOTSMAN	\$	%	\$	EA	
65	Water Pump	Scotsman Water Pump	12258621	SCOTSMAN	\$	%	\$	EA	
66	Water Valve	Water inlet solenoid, valve	12292202	SCOTSMAN	\$	%	\$	EA	

**Category 5: HVAC Equipment Items**

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
67	Mini Split Condensor	18,000 BTU 208/230V 18 SEER	RKN18KEVJU	DAIKIN	\$	%	\$	EA	
68	Mini Split Condensor	12MBTU AC 14S R410A 115V	MSM12A43YCA	THERMAL ZONE	\$	%	\$	EA	
69	Mini Split Evaporator	12MBTU AC 14S R410A 115V	MSM12A43YEA	THERMAL ZONE	\$	%	\$	EA	
70	Mini Split Wall Indoor Unit	18 SEER 1.5 T 208/230/1 WALL	FTXN18KVJU	DAIKIN	\$	%	\$	EA	

**Category 6: Motors**

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
71	Motor (Refrigeration)	16 WATT 115V CW-OSE 1550RPM 16W 4P	NRP5811	N.R.P.	\$	%	\$	EA	
72	Motor (General Purpose)	3HP 182T 230/460V 3PH ODP 4P	E217V1	CENTURY (AO SMITH)	\$	%	\$	EA	
73	Motor (General Purpose)	5HP 1800RPM 184RT 230/460V 3PH	E219	CENTURY (AO SMITH)	\$	%	\$	EA	
74	Motor (General Purpose)	7.5HP 1800RM 213T 230/460V ODP 3PH 4P	E317	CENTURY (AO SMITH)	\$	%	\$	EA	
75	Motor (ECM)	ECM 38WATT 208/230/1 1550 RPM CCW-OSE 38W	10042	PACKARD	\$	%	\$	EA	
76	Motor (General Purpose)	3HP 1800RPM 230/460V 4P 3PH ODP 56HZ 145T MTR	H855	CENTURY (AO SMITH)	\$	%	\$	EA	

**Category 7: Gases & Oils**

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
77	Nitrogen Gas Exchange	60 Cu/Ft	60N		\$	%	\$	EA	
78	Acetylene Gas Exchange	10 Cu/Ft	MC		\$	%	\$	EA	
79	Vacuum Pump Oil	1 Qt	VPO1Q	NATIONAL LUBRICANTS	\$	%	\$	Qt	

**Category 8: Additional Pumps**

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
80	Condensate Pump	85 GPH 115V 2QT TANK	CB151UL	BECKETT	\$	%	\$	EA	
81	Condensate Pump	105 GPH 115V	CB201UL	BECKETT	\$	%	\$	EA	

**Category 9: Refrigerants & Accessories**

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N
82	Refrigerant - R134A	R134A 125LB cylinder	125R134A	NRI	\$	%	\$	EA	

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N <sup>3</sup>
83	Refrigerant - R22	30 LB cylinder	30R22	NRI	\$	%	\$	EA	
84	Refrigerant - R22	125 LB cylinder	125R22	NRI	\$	%	\$	EA	
85	Refrigerant - R-404A	24 LB cylinder FX70/HP62	24R404A	NRI	\$	%	\$	EA	
86	Refrigerant - R-410A	25 LB cylinder	25R410A	NRI	\$	%	\$	EA	
87	Refrigerant - R-134A	30 LB cylinder	30R134A	NRI	\$	%	\$	EA	
88	Charging Scale	220 LB	WEYTEK220	INFICON (WEYTEK)	\$	%	\$	EA	
89	Drier Core	Charcoal, wax removal, acid drier core, 4 ¾" shell, 48Cu. in.	RC4864HH	SPORLAN	\$	%	\$	EA	
90	Drier Core	Filter Element, suction line, 4 ¾" shell, 48 cu. in.	RPE48BD	SPORLAN	\$	%	\$	EA	
91	Drier	¼" OD, Standard	CO52S	SPORLAN	\$	%	\$	EA	

#### Category 10: Miscellaneous Items

#	Item	Description	Item/Mfr #	Manufacturer <sup>1</sup>	MSRP	% Discount	District Unit Price <sup>2</sup>	Per	In Stock Y/N <sup>3</sup>
92	Coil Cleaner	1 GAL NU-BRITE CONDENSER COIL CLEANER	429108	NU-CALGON	\$	%	\$	GAL	
93	Brazing Alloy Rods	.05X1/8", 15% silver, 1lb tube	H61035	JW HARRIS	\$	%	\$	1lb Tube	
94	Expansion Valve	RXV, w/R134A, 2x4ODF	EFJE-1/8C	SPORLAN	\$	%	\$	EA	
95	Expansion Valve	1 TON R404A 110368	EFSE1C	SPORLAN	\$	%	\$	EA	
96	Water Filter Cartridge	EC210, 20", 10 MICRON	953420	COSTGUARD	\$	%	\$	EA	
97	Water Filter Cartridge	I-2000, ½ MICRON	961227	COSTGUARD	\$	%	\$	EA	
98	Water Filter Cartridge	CG5-10S, 5 MICRON, SCALE	910817	COSTGUARD	\$	%	\$	EA	
99	Water Filter Cartridge	EC110, Pre-filter, 10", 10 MICRON	953440	COSTGUARD	\$	%	\$	EA	

1. Any of the Manufacturers listed are considered a CCPS standard and are acceptable. Please submit back-up documents per ITB for any non-listed/non-standard manufacturer as necessary.

2. All prices are firm through **DECEMBER 31, 2019** (CIRCLE ONE) YES / NO \_\_\_\_\_  
Initial

If no, then prices are firm through: \_\_\_\_\_  
Initial

3. Please indicate if items are in stock in a Naples location.

**Additional Charges/Comments (use back of sheet if necessary):** \_\_\_\_\_

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**Exhibit A - Conflict of Interest Statement**

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

I hereby certify that:

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

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

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

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

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

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

AND/OR

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

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

AND/OR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

**Exhibit B - Affidavit Concerning Illegal Aliens**

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

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

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

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

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



**Exhibit C - Debarment Form**

**CERTIFICATION REGARDING, DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 C.F.R. Part 85, Section 85.510, 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.

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

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

**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 web site, <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 Bid by Other Agencies - Statement**

Collier County Public Schools (CCPS) 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*

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**Protest Policy**

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**School Board of Collier County  
Bylaws & Policies**

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**6320 - PURCHASING****Bid Protest**

- A. A bidder, who wishes to file a bid protest, must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. For bids solicited by the purchasing department or the facilities department, the notice must be filed with the purchasing department.
  
- B. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to F.S. 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Board in an amount equal to \$25,000 or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000 and five percent (5%) of the lowest accepted bid for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protester prevails, s/he shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
  
- C. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in section F.S. 120.57(3), 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 Invitations for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences 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 IFB, 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 IFB, 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 IFB, 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.

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.

Adopted 9/8/14

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END OF ITB