



INVITATION TO BID

School District of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Release Date: February 3, 2020

ITB No.: **B207373JC**

ITB Title: **Rental Spot Coolers & Dehumidifiers**

Contact: Jim Carrasco – JimC@Leeschools.net

This bid must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, **no later than 2:00p.m. local time on March 5, 2020** and plainly marked ITB No. B197373JC. Bids are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business, and returned with the bid.

- | | |
|---|--|
| <input type="checkbox"/> (Attachment A) Bid Response Form | <input type="checkbox"/> (Attachment K) Sealed Bid Mailing Label |
| <input type="checkbox"/> (Attachment B) Reference Request Form | <input type="checkbox"/> Bid Bond in an amount not less than 5% of the Contractor's maximum possible award included, if Required |
| <input type="checkbox"/> (Attachment C) Insurance Requirements Form | <input type="checkbox"/> One (1) original manually signed bid and two (2) copies as required herein. |
| <input type="checkbox"/> (Attachment D) Addenda Acknowledgement Form and copies of each addenda | <input type="checkbox"/> One (1) flash drive with electronic PDF copy of the complete bid submittal (identical to the original) and Attachment A in a useable Microsoft Excel format. |
| <input type="checkbox"/> (Attachment E) Debarment Form | <input type="checkbox"/> Bidders equipment list. |
| <input type="checkbox"/> (Attachment F) Drug-Free Workplace Certification Form | |
| <input type="checkbox"/> (Attachment G) Public Entities Crime Form must be notarized | |
| <input type="checkbox"/> (Attachment H) Emergency/Storm Related Catastrophe Agreement | |

Bidder's Business Name: _____

Bidder Taxpayer Identification Number: _____

Address: _____

Telephone: _____ Email Address: _____

Name of Owner/Authorized Officer/Agent: _____ Title: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____

(Must be signed by an officer or employee having authority to legally bind the bidder).

Date: _____

Anti-Collusion Statement/Public Domain: I, the Bidder, have not divulged, discussed, or compared this bid with any other bidder and have not colluded with any other bidder in the preparation of this bid in order to gain an unfair advantage in the award of this bid. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Bid Certification: By my signature, I hereby certify that I am submitting the following information as my company's bid and understand that by virtue of executing and returning with this bid this **Required Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Bid, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I hereby submit a "NO RESPONSE" for the following reason(s):

- | | |
|---|--|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> We do not offer the product/service | <input type="checkbox"/> Could not meet bonding requirements |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Other: _____ |

TABLE OF CONTENTS

| | <u>Page</u> |
|---|--------------------|
| Required Submittal Checklist..... | 1 |
| General Conditions | 3 |
| Detailed Specifications | 14 |
| Estimated Timeline | 15 |
| Bid Submittal (Information to be Included in the Bid) | 15 |
| Exhibit 1 – School District of Lee County Delivery Locations..... | 22 |
| Attachment A – Bid Response Form..... | 25 |
| Attachment B – Reference Form | 26 |
| Attachment C – Insurance Requirements Form | 27 |
| Attachment D – Addendum Acknowledgement Form | 29 |
| Attachment E – Debarment Form | 30 |
| Attachment F – Drug-Free Workplace Certification | 31 |
| Attachment G – Public Entity Crimes Form | 32 |
| Attachment H – Scrutinized Company Certification..... | 34 |
| Attachment I – Emergency/Storm Related Catastrophe Agreement..... | 35 |
| Attachment J – Sealed Bid Mailing Label | 36 |

GENERAL CONDITIONS

Bidder: To ensure acceptance of the bid, follow these instructions

1. **Sealed Bid Requirements:** The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bidders must submit one original, manually signed bid, signed by a representative authorized to legally bind the Bidder to the provisions herein; additional copies as required in the detailed specifications; one electronic version on flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidders must use the form(s) furnished by the District. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** for the purpose of this Invitation to Bid (ITB), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Bidder" shall mean any person, firm or corporation who submits a bid pursuant to this ITB.
 - c) "Vendor" shall mean the successful bidder(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Bidder's Responsibility: It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date.** Bidders are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
4. **Bid Submittal:** All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be signed in ink by an officer or employee having authority to legally bind the Bidder. All bid pricing shall be on Attachment A Bid Response Form and signed by an authorized officer of the company. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed bid must be submitted in a sealed envelope.
5. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, 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 to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subVendor, 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.
7. **Specification Variances:** For purpose of evaluation, the Bidder must indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the ITB due date unless otherwise stated in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Bidders are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Bid:** One bid clearly marked "Original", copies as required herein, and one (1) flash drive with an electronic version identical to the original in PDF format must arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITB. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
 - a) If a bid is delivered in person, Bidder must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present bid to Procurement Department representative for official date/time stamping.
 - b) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITB.
10. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB at the Department of Procurement Services

of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.

11. **Bids Received Late:** It is the Bidder's responsibility to assure that the bid is received by the Department of Procurement Services prior to the opening date and time specified. Any bid received after the opening date and time shall not be considered for award. The District will not be responsible for bids received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
12. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of items awarded.
13. **Original and Renewal Term:** Unless otherwise indicated in the detailed specifications the award resulting from this bid shall be in effect for three (3) year commencing upon Board approval or until new bids are taken and awarded. The award resulting from this bid (or any portion thereof) may be renewed for three (3) additional one (1) year periods, or extended for a period up to 180 days beyond the term, including the final term, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Bidder agrees to these conditions by signing its bid.
14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, vendors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
 - (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any respondent or any individual on behalf of a vendor will result in rejections/disqualification of said response.
 - (b) Violation of the provision regarding lobbying may also result in debarment of the vendor as provided in Policy 6.071.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
16. **Brands:** Bidders shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Bidder catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Vendor shall be obligated to furnish the item(s) specified by the District.
17. **Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Vendor. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District
18. **Bid Evaluation and Award:** Bids shall be reviewed in accordance with the ITB specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all bids in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new bids, and/or consider alternate bids which meet the general specifications set forth. Bids which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award bids on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.084, F.S.), quality, and suitability for the intended purpose, including product life cycle costs, and any other determining factors.
 - a) A tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of Lee County's website <http://www.leeschools.net/procurement> for a period of no less than three (3) days.
 - b) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises final award of a contract.
19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidders, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Bidders who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any

District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.

20. **Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Bidder and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and the District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.

21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

- a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 90,000 pre-K-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the largest employer in Lee County.

22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- a) The volatility is due to causes wholly beyond the vendor's control
- b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply

- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.

23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or be unacceptable in quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. If requested by the District, the Vendor will also provide documentation as to the unavailability of the original awarded product to the District. A substitute will only be considered if the District has a continued need for the product within the contract time frame. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

24. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subVendor employees (if authorized) assigned to this contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall

refrain from using foul, abusive, or profane language on District property.

- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) When on District property, the Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor, its subVendors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- l) Vendor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Vendor or any subVendor, sub-subVendor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such utilities service. If Vendor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Vendor within five (5) business days of written demand for same from the District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.
- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of

Maintenance Services Department and the Campus Administrator immediately upon occurrence.

- v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

25. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
26. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Bidders.
27. **Performance Bonds:** When required and after acceptance of a bid, the District will notify the successful Bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
28. **Florida Preference:** Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete and submit Attachment J with the response to this solicitations. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.
29. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Vendor shall require subVendors similarly to provide Workers' Compensation Insurance.
30. **Scrutinized Companies:** By submitting a bid, Bidder certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a bid for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
31. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Vendor from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, pursuant to the School Board Policy 6.071. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
- Vendor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - Vendor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - Vendor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
 - Vendor has been engaging in business operations in Cuba or Syria.
 - The District may at any time by written notice to the Vendor stop all or any part of the work for this ITB award. Upon receiving such notice, the Vendor will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the ITB terms and conditions.
 - Failure of the Vendor to provide products within the time specified in the ITB shall result in the following: The Buyer shall notify Vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Vendor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Vendor. The defaulting Vendor may be responsible for reimbursing the District for price differences.

32. **Default:** In the event that the awarded Vendor should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
33. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Vendor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to Attachment C, Insurance Requirements form for District insurance requirements.
34. **Indemnity:** **This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions may be rejected as "non-responsive", unless vendor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to assume liability in the amounts and for the cause established in Section 768.28, (F.S.) for only injuries or damage caused by the negligence of the District, its agents or employees in performance of duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any SubVendor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
35. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
36. **Laws and Regulations:** Vendors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Vendors agree not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Bidder shall not constitute a cognizable defense against actual or potential damages caused thereby.
37. **Occupational Safety Hazards Act Requirements:** The Vendor certifies that all material, equipment, etc., utilized or staged for use on the contract meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful Vendor and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by the Vendor.
38. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court be United States District Court Middle District of Florida.
39. **Drug-Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality and service, are received 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. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.
40. **Ethics:** All awarded Vendors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
41. **Conflict of Interest:** Bidder is subject to the provisions of Chapter 112 Florida Statutes. The Bidder must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of Lee County or their immediate family which owns any interest of any amount in the Bidder's company, partnership or agency.
42. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this bid if it is in its best interest to do so.
43. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium; other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this bid, if mutually agreed upon between the successful Bidder(s) and a governmental entity that is a member of either of the two above referenced Consortia, a submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other participating members of the above referenced Consortium entity.
44. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The

Vendor will provide **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net** .

- a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
 - b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
 - c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
 - d) All invoices are to clearly show the District's name and delivery location, for example "Allen Park Elementary School Cafeteria."
 - e) The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Bidders must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
45. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
46. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
47. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
48. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- a) Keep and maintain public records required by the District to perform the service.
 - b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the District.
 - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor or keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
 - e) **PUBLIC RECORDS NOTICE: If the VENDOR has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, FL 33966.**
49. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will **not** be afforded confidential with the exception of financial statements.
- a. Redacted Copies: If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.

- b. The redacted copies shall contain the School District's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- c. Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School District for any and all claims from or relating to Bidders determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- d. If the Bidder fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.
- e. Public Meetings/Evaluations: All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Bidder's designating such materials as confidential, the Bidder's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.
50. **Patents, Copyrights & Royalties:** Vendors agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Vendor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price bid of the Vendor.
51. **ITB Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITB.
52. **State Purchasing Agreements:** Prior to the release of this ITB, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
http://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements
53. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify the District within 48 hours of such.
- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.
- c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.
54. **Vendor Process for Fingerprinting: Vendors who will never be present on school district campus are not required to be fingerprinted.** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5(a) & (b) state: **(NO EXCEPTIONS TO BELOW)**
- (a) Prior to the start of work on any District site, all construction vendors and other vendors including but not limited to construction manager, company owners, architects, engineers, specialty vendors, subVendors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform

work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.

- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the vendor or a subVendor, to a District construction site or any District property it is the responsibility of the vendor to follow the requirements of this policy.

Vendor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website:

https://www.leeschools.net/our_district/departments/human_resources/professional_standards_equity

Vendor Fingerprinting.

Effective May 12, 2014, fingerprinting services for vendors with the District will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

55. **Illegal Alien Labor:** Vendor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Vendor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Vendor and its subVendors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
56. **Recovered Material (2 CFR §200.322):** applies to all contracts greater than \$10,000. Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement

program for procurement of recovered materials identified in the EPA guidelines.

57. **Federal Drug-Free Workplace:** Vendor agrees to comply with the drug-free workplace requirements for federal vendors pursuant to 41 U.S.C.A. § 8102.
58. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** applies if contract is greater than or equal to \$100,000. Vendor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
59. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
60. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the School District of Lee County concurrently within 30 days of notice of the violation.
61. **Debarment and Suspension:** Vendor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Vendor certifies 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.
62. **Equal Employment Opportunity:** During the performance of this contract, the Vendor agrees as follows:
- a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the

contracting officer setting forth the provisions of this nondiscrimination clause.

- b) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- d) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Vendor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or

order of the Secretary of Labor, or as otherwise provided by law.

- h) The Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subVendor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subVendor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
63. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C)**: The Vendor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and SubVendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
64. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7)**: Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and SubVendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any

person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

65. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**: Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
66. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704)**: No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

DETAILED SPECIFICATIONS
Rental of Spot Coolers and Dehumidifiers
ITB No. B207373JC

1. **OVERVIEW:** Project scope is to secure firm pricing for the rental of spot coolers and dehumidifiers throughout the District. The District intends to rent spot coolers and dehumidifiers on an as needed basis. The District anticipates awarding one or more contracts for a period of performance of three (3) years plus options for three (3) additional years. Post award, project work will be distributed at the discretion of the District.

It is customary for the District to request up to 30 spot coolers and 10 dehumidifiers for a single project. Required response time shall be two (2) to four (4) hours per each request, at any time of the day, or day of the week. All equipment shall be completely operational and in peak condition when provided as a resource to the District.

Vendor shall have adequate organization, facilities, equipment and qualified personnel to ensure prompt and efficient service to the District in support of this contract. The District reserves the right before recommending and awarding to inspect the Vendor(s) facilities and organization, review and evaluate past performance and employee qualifications, or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

All bids submitted shall be on the Bid Response Form, Attachment A, included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from the Lee County School District, Procurement Services' website at: <http://procurement.leeschools.net/bids.htm>.

2. **CONTACT PERSON:** The Vendor shall appoint a person or persons to act as primary contact(s) with the District. This person or back up shall be readily available during normal business hours by phone or in person, knowledgeable of the terms, conditions and procedures involved.
3. **CONTRACT TERM:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new bids are taken and awarded. This ITB (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The bidder agrees to this condition by signing its bid.
4. **ESTIMATED DOLLAR VALUE:** The estimated annual expenditure for this ITB is \$475,000.00. No guarantee of the dollar amount of this bid is implied or given. This is an as needed basis contract
5. **ORDERS AND PAYMENT:** All orders will be placed directly to the Vendor by the District's Maintenance Services Department via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Bidders must presently have the ability to accept these credit cards for payment or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program as necessary.
6. **QUESTIONS ABOUT THE ITB:** Any questions concerning the Invitation to Bid shall be directed in writing to:
The School District of Lee County
Department of Procurement Services
Jim Carrasco, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
E-mail JimC@Leeschools.net

All questions must be received no later than February 20, 2020. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of an addendum and placed on the District's website <http://www.leeschools.net/procurement>. Bidder shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

7. ESTIMATED TIMELINE:

| | |
|-------------------|---|
| February 3, 2020 | Release of ITB No. B207373JC |
| February 20, 2020 | Written questions due in the Department of Procurement Services by 2:00 PM, local time. |
| March 5, 2020 | Bids due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012 |
| March | School Board Action |

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Bidders. Response to inquiries regarding the status of ITB will not be made prior to the posting of award recommendation.

8. Bid Submittal: Information to be Included in the Bid: The following forms shall be accurately completed, signed by an officer of the business and included as part of the bid. **Failure to comply with bid submittal requirements may be grounds for bid rejection.**

8.1 Required Submittal Checklist: Bidder shall complete and submit the following:

- i. Invitation to Bid coversheet, page 1 of the ITB, with all required information completed. Any modifications or alterations to this form shall not be accepted and may cause bid to be rejected.
- ii. One (1) original manually signed and two (2) copies of the complete bid submittal (blue ink preferred on original).
- iii. One (1) flash drive with electronic PDF copy of the complete bid submittal.
- iv. Attachment A in a usable Microsoft Excel format on flash drive.

8.2 Equipment List: Bidder shall list the resources available and bidders' capabilities. Bidder shall list all equipment that matches the specifications. Explain any additional resources or access to equipment not presently owned.

8.3 Attachment A – Bid Response Form: Bid Response Form accurately completed, each response verified, and bid signed. In addition, **a flash drive with an electronic version identical to the original and Attachment A completed in usable Excel format shall be submitted with the bid.** (e.g. with no locked cells; Adobe PDF of Attachment A is not acceptable). **Failure to comply with bid submittal requirements may be grounds for bid rejection, in whole or in part.**

8.4 Attachment B – Reference Form: Bidder shall provide three (3) references of similar size and scope to this solicitation. (performed within the last five (5) years.)

8.5 Attachment C – Insurance Requirements Form: Bidder shall respond to the District insurance requirements. The School Board of Lee County shall be listed as an additional insured on the certificate of coverage for both the commercial general liability and the business auto liability policies. **It is the responsibility of the awarded**

vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.

- 8.6 Attachment D – Addenda Acknowledgement Form:** Bidder shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the bid to be considered.
- 8.7 Attachment E – Debarment Form:** Bidder shall submit a certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- 8.8 Attachment F – Drug-Free Workplace Certification:** Bidder shall complete form with all required information and all signatures as specified.
- 8.9 Attachment G – Public Entity Crimes Form:** Bidder shall submit a sworn statement as required under section 287.133(3), (a), Florida Statutes, Public Entity Crimes. **Form shall be signed and notarized.**
- 8.10 Attachment H – Scrutinized Company Certification:** Bidder shall complete form with all required information and all signatures as specified.
- 8.11 Attachment I – Emergency/Storm Related Catastrophe Agreement:** Bidder shall complete form with all required information and all signatures as specified.
- 8.12 Attachment J – Sealed Bid Mailing Label:** Bidder shall complete a sealed bid label and adhere it to the sealed bid.

TECHNICAL SPECIFICATIONS

ITB No: B207373JC

All unit spot coolers must have quick disconnect for water and electrical (in/out). All units shall be completely operational and in peak condition for District requirements. The District requests pricing information for rental of the following products:

ITEM #1 (CLASSIC 10):

Electronic Features:

Digital Control Panel
Electronic Thermostat

Cooling Capacity:

95F@ 60RH, 10,000 BTU/Hr

Electrical Characteristics:

Single Phase, 115V
1.1kW
10 amp consumption
15 amp fuse
NEMA Plug 5-15
Min/Max Voltage – 105-125

Fan:

Motor Output 0.15kW

Evaporator:

Centrifugal Fan
265 CFM – Max Air Flow
0.33 IWG – Max External Static Pressure

Condenser:

Centrifugal
740 CFM – Max Air Flow
0.13 IWG – Max External Static Pressure

Hermetic Rotary Type Compressor, 0.7kW Output
R410-A Refrigerant
5 Gallon Condensate Tank Capacity
70° - 105° F Operating Conditions
40' Per Cold Duct Hose
60' Hot Duct Hose

Max Sound Level:

With Condenser: 55 dB(A)

Without Condenser: 58 dB(A)

ITEM #2 (CLASSIC PLUS 14):

Electronic Features:

Programmable Control Panel
Electronic Thermostat

Cooling Capacity:

95F@ 60RH, 13,200 BTU/Hr

Electrical Characteristics:

Single Phase, 115V
1.3kW
11.9 amp consumption
15 amp fuse
NEMA Plug 5-15

Min/Max Voltage – 105-125

Fan:

Motor Output 0.24/0.19kW

Evaporator:

Centrifugal Fan

440/380 CFM – Max Air Flow high/low

0.31 IWG – Max External Static Pressure

Condenser:

Centrifugal

880/760 CFM – Max Air Flow high/low

0.19 IWG – Max External Static Pressure

Hermetic Rotary Type Compressor, 0.9kW Output

R410-A Refrigerant

5 Gallon Condensate Tank Capacity

70° - 113° F Operating Conditions

30' Per Cold Duct Hose

60' Hot Duct Hose

Max Sound Level:

With Condenser: 57/55 dB(A) high/low

Without Condenser: 60/58 dB(A) high/low

ITEM #3 (CLASSIC 18):

Electronic Features:

Digital Control Panel

Electronic Thermostat

Cooling Capacity:

95°F@ 60RH, 18,000 BTU/Hr

Electrical Characteristics:

Single Phase, 208/230V

1.9kW

8.8 amp consumption

15 amp fuse

NEMA Plug 6-15

Min/Max Voltage – 198-250

Fan:

Motor Output 0.35 kW

Evaporator:

Centrifugal Fan

530 CFM – Max Air Flow high/low

0.48 IWG – Max External Static Pressure

Condenser:

Centrifugal

1180 CFM – Max Air Flow high/low

0.25 IWG – Max External Static Pressure

Hermetic Rotary Type Compressor, 1.1 kW Output

R410-A Refrigerant

5 Gallon Condensate Tank Capacity

70° - 105° F Operating Conditions

50' Per Cold Duct Hose

60' Hot Duct Hose

Max Sound Level:

With Condenser: 63 dB(A) high/low
Without Condenser: 67 dB(A) high/low

ITEM #4 (CLASSIC 60):

Electronic Features:

Digital Control Panel
Electronic Thermostat

Cooling Capacity:

95°F@ 60RH, 60,000 BTU/Hr

Electrical Characteristics:

Three Phase, 460V
5.9kW
8.8 amp consumption
20 amp fuse
Min/Max Voltage – 440/480

Fan:

Motor Output 0.75 kW Evap.
Motor Output 0.40 kW Cond.

Evaporator:

Centrifugal Fan
1580 CFM – Max Air Flow high/low
1.35 IWG – Max External Static Pressure

Condenser:

Propeller Fan
3800 CFM – Max Air Flow high/low
0.05 IWG – Max External Static Pressure

Hermetic Scroll Type Compressor, 3.89 kW Output
R410-A Refrigerant
75° - 115° F Operating Conditions
Per Cold Duct Hose Length Varies
40' Hot Duct Hose

Max Sound Level:

With Condenser: N/A high/low
Without Condenser: 72 dB(A) high/low

ITEM #5 (OFFICE PRO 60):

Electronic Features:

Programmable Control Panel
Electronic Thermostat

Cooling Capacity:

95°F@ 60RH, 60,000 BTU/Hr

Electrical Characteristics:

Single Phase, 208/230V
6.6 kW
29 amp consumption
50 amp fuse
NEMA Plug 6-50
Min/Max Voltage – 198-250

Fan:

Motor Output: 0.5/0.33 kW Evap.
Motor Output: 1.2/0.93 kW Cond.

Evaporator:

Centrifugal Fan

1940/1770 CFM – Max Air Flow high/low
0.9 IWG – Max External Static Pressure

Condenser:

Centrifugal Fan
2830/2650 CFM – Max Air Flow high/low
0.85 IWG – Max External Static Pressure

Hermetic Scroll Type Compressor, 3.9 kW Output
R410-A Refrigerant
Condensate Tank Capacity: Auto Pump Included
65° - 105° F Operating Conditions
40' Per Cold Duct Hose
100' Hot Duct Hose

Max Sound Level:

With Condenser: 69/67 dB(A) high/low
Without Condenser: 71/69 dB(A) high/low

DEHUMIDIFIERS:

ITEM #6: DrizAir 1200 or equivalent

227 CFM
Operating Range: 33° - 100° F/ 1° - 38° C
Compressor Type: 6670 BTU Rotary
Defrost Type: Hot-gas Bypass
Controls: Electronic Touch pad
Water Pump out: Centrifugal
Drain Hose Length: 40'
Air Filter: 3M HAF (High Airflow)
Wheels: Semi-Pneumatic
Power: 115V, 6.4 Amps
64 Pints/Day (30 Liters/Day) – Water Removal AHAM
145 Pints/Day (68.6 Liters/Day) – Water Removal Max (at saturation)

ITEM #7: DrizAir LGR2000 or equivalent

320 CFM
Operating Range: 33° - 100° F
Compressor Type: 10,300 BTU Rotary
Defrost Type: Hot-gas Bypass
Controls: Touch Pad
Water Pump Out: Centrifugal
Drain Hose Length: 40'
Air Filter: High Airflow Filters
Wheels: Semi-Pneumatic
Power: 115V, 8 am
110 Pints/Day – Water Removal AHAM
172 pints/day – Water Removal Max

ITEM #8: LGR 7000XLi or equivalent

325 CFM/ 552 CMH (Floor-Level Outlet)
Operating Range: 33° - 100° F/ 1° - 38° C
Defrost Type: Hot-gas Bypass
Drain Hose Length: 40'
Power Cord Length: 25"
Filter Type: 3M HAF filter 24 pack F368 (same as DrizAir 1200)
Wheels: Semi-Pneumatic

Power: 115V, 8.3 amps

130 Pints/Day (61.5 Liters/Day) – Water Removal AHAM

235 Pints/Day (111 Liters/Day) – Water Removal Max (at saturation)

ITEM #9: Bidders Alternate Equipment: Bidder may offer alternate equipment to be considered by the District. For each alternate item, provide detailed specifications (i.e. similar to District provided specifications), and pricing information. All other contract terms and conditions shall apply.

ITEM #10:Discount on Alternate Rental Equipment: During the life of the contract(s) awarded as a result of this solicitation, new equipment may be manufactured that is suited for the District's needs for renting cooling and dehumidifying equipment. Bidders may offer a percentage discount on rental rates for equipment introduced to the market after the release of this solicitation.

| | | |
|--|---|--|
| Adult and Career Education 2855 Colonial Blvd Fort Myers, FL 33966 | Allen Park Elementary 3345 Canelo Drive Fort Myers, FL 33901 | Bayshore Elementary 17050 Williams Road North Fort Myers, FL 33917 |
| Bonita Springs Elementary 10701 Dean Street S. E. Bonita Springs, FL 34135 | Bonita Springs Middle Center for the Arts 10141 West Terry Street Bonita Springs, FL 34135 | Buckingham Exceptional Center 3291 Buckingham Road Fort Myers, FL 33905 |
| Caloosa Elementary 620 South Del Prado Blvd Cape Coral, FL 33990 | Caloosa Middle 610 South Del Prado Blvd Cape Coral, FL 33990 | Cape Coral High 2300 Santa Barbra Blvd Cape Coral, FL 33991 |
| Cape Coral Technical College 360 Santa Barbara Blvd. Cape Coral, FL 33993 | Cape Elementary 4519 Vincennes Blvd Cape Coral, FL 33904 | Challenger Middle 624 Trafalgar Parkway Cape Coral, FL 33991 |
| Colonial Elementary 3800 Schoolhouse Road East Fort Myers, FL 33916 | Cypress Lake High 6750 Panther Lane Fort Myers, FL 33919 | Cypress Lake Middle 8901 Cypress Lake Drive Fort Myers, FL 33919 |
| Diplomat Elementary 1115 N.E. 16th Terrace Cape Coral, FL 33909 | Diplomat Middle 1039 N.E. 16th Terrace Cape Coral, FL 33909 | Dr. Carrie D. Robinson Littleton Elementary 700 Hutto Road N. Fort Myers, FL 33903 |
| Dunbar Community School 1857 High Street Fort Myers, FL 33916 | Dunbar High 3800 E. Edison Avenue Fort Myers, FL 33916 | Early Childhood Learning Services 3650 Michigan Ave., Suite 4 Fort Myers, FL 33916 |
| East Lee County High 715 Thomas Sherwin Avenue Lehigh Acres, FL 33974 | Edgewood Elementary 3464 Edgewood Avenue Fort Myers, FL 33916 | Edison Park Creative and Expressive Arts School 2401 Euclid Avenue Fort Myers, FL 33901 |
| Estero High 21900 River Ranch Road Estero, 33928 | Fort Myers Beach Elementary 2751 Oak Street Fort Myers Beach, FL 33931 | Fort Myers High 2635 Cortez Blvd. Fort Myers, FL 33901 |
| Fort Myers Technical College 3800 Michigan Avenue Fort Myers, FL 33916 | Fort Myers Middle Academy 3050 Central Avenue Fort Myers, FL 33901 | Franklin Park Elementary 2323 Ford Street Fort Myers, FL 33916 |
| G. Weaver Hipps Elementary 1200 Homestead Rd. N. Lehigh Acres, FL 33936 | Gateway Elementary 13280 Griffin Drive Fort Myers, FL 33913 | Gulf Elementary 3400 S.W. 17th Place Cape Coral, FL 33914 |
| Gulf Middle 1809 S.W. 36th Terrace Cape Coral, FL 33614 | Hancock Creek Elementary 1601 Skyline Drive N. Fort Myers, FL 33903 | Harns Marsh Elementary 1800 Unice Avenue N. Lehigh Acres, FL 33971 |
| Harns Marsh Middle 1820 Unice Avenue N. Lehigh Acres, FL 33971 | Hector A. Cafferata, Jr. Elem. 250 Santa Barbara Blvd. Cape Coral, FL 33993 | Heights Elementary 15200 Alexandria Court Fort Myers, FL 33908 |
| Ida S. Baker High 3500 Agualinda Blvd Cape Coral, FL 33914 | Island Coast High 2125 De Navarra Pkwy Cape Coral, FL 33909 | J. Colin English Elementary 120 Pine Island Road North Fort Myers, FL 33903 |
| Lehigh Senior High 901 Gunnery Road Lehigh Acres, FL 33971 | Lexington Middle 16351 Summerlin Road Fort Myers, FL 33908 | Manatee Elementary 5301 Tice Street Fort Myers, FL 33905 |
| Mariner High | Mariner Middle | Mirror Lakes Elementary |

| | | |
|---|---|---|
| 701 Chiquita Blvd Cape Coral, FL 33993 | 425 Chiquita Blvd Cape Coral, FL 33993 | 525 Charwood Avenue S. Lehigh Acres, FL 33936 |
| North Fort Myers Academy for the Arts 1856 Arts Way N. Ft. Myers, FL 33917 | North Fort Myers High 5000 Orange Grove Road N. Ft. Myers, FL 33903 | Oak Hammock Middle 5321 Tice Street Fort Myers, FL 33905 |
| Orange River Elementary 4501 Underwood Drive Fort Myers, FL 33905 | Orangewood Elementary 4001 De Leon Street Fort Myers, FL 33901 | Patriot Elementary 711 S.W. 18th Street Cape Coral, FL 33991 |
| Paul Laurence Dunbar Middle 4750 Winkler Ave. Ext. Fort Myers, FL 33966 | Pelican Elementary 3525 S.W. 3 rd Ave. Cape Coral, FL 33914 | Pine Island Elementary 5360 Ridgewood Drive Bokeelia, FL 33922 |
| Pinewoods Elementary 11900 Stoneybrook Golf Drive Estero, FL 33928 | Ray V. Pottorf Elementary 4600 Challenger Blvd Fort Myers, FL 33912 | Rayma C. Page Elementary 17000 S. Tamiami Trail Fort Myers, FL 33908 |
| Riverdale High 2600 Buckingham Road Fort Myers, FL 33905 | River Hall Elementary 2800 River Hall Parkway Alva, FL 33920 | Royal Palm Exceptional Center 3050 Indian Street Fort Myers, FL 33916 |
| San Carlos Park Elementary 17282 Lee Road Fort Myers, 33967 | Skyline Elementary 620 S.W. 19th Street Cape Coral, FL 33991 | South Fort Myers High 14020 Plantation Road Fort Myers, FL 33912 |
| Spring Creek Elementary 25571 Elementary Way Bonita Springs, FL 34135 | Sunshine Elementary 601 Sara Avenue Lehigh Acres, FL 33971 | Support Services Annex 3308 Canal Street Fort Myers, FL 33916 |
| Tanglewood Elementary 1620 Manchester Blvd Fort Myers, FL 33919 | The Alva School 17500 Church Avenue Alva, FL 33920 | The Sanibel School 3840 Sanibel-Captiva Road Sanibel, FL 33957 |
| Three Oaks Elementary 19600 Cypress View Drive Fort Myers, FL 33967 | Three Oaks Middle 18500 Three Oaks Pkwy. Fort Myers, FL 33912 | Tice Elementary 4524 Tice Street Fort Myers, FL 33905 |
| Tortuga Preserve Elementary 1711 Gunnery Road N. Lehigh Acres, FL 33971 | Trafalgar Elementary 1850 S.W. 20th Avenue Cape Coral, FL 33991 | Trafalgar Middle 2120 Trafalgar Pkwy Cape Coral, FL 33991 |
| Treeline Elementary 10900 Treeline Avenue Fort Myers, FL 33913 | Tropic Isles Elementary 5145 Orange Grove Blvd. North Fort Myers, FL 33903 | Varsity Lakes Middle 801 Gunnery Road Lehigh Acres, FL 33971 |
| Veterans Park Academy for the Arts 49 Homestead Road S. Lehigh Acres, FL 33936 | Villas Elementary 8385 Beacon Blvd. Fort Myers, FL 33907 | Lee County Public Education Center 2855 Colonial Blvd. Fort Myers, FL 33966 |
| District Warehouse Operations 3308 Canal Street Fort Myers, FL 33916-6594 | Vince Smith Center 2450 Prince Street Fort Myers, FL 33916 | Lee Adolescent Mothers Program (LAMP) 3650 Michigan Ave. Suite 2 Fort Myers, FL 33916 |
| Student Assignment Lehigh Acres Office 1262 Wings Way Suite 207 Lehigh Acres, FL 33936 | SW Florida Public Service Academy 4312 Michigan Avenue Fort Myers, FL 33905 | Transportation Central 3234 Canal Street Fort Myers, FL 33916 |
| Transportation East 3291 Buckingham Road | Transportation Leonard 301 Leonard Blvd. | Transportation South 14701 Ben C. Pratt |

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|--|---|--|
| Fort Myers, FL 33905 | Lehigh Acres, FL 33971 | Six Mile Cypress Parkway Fort Myers, FL 33912 |
| Transportation West 450 N.W. 14th Avenue Cape Coral, FL 33909 | PACE Center for Girls of Lee County 3800 Evans Avenue Fort Myers, FL 33901 | AMI Kids Southwest Florida 1190 Main Street Fort Myers, FL 33931 |
| SW Florida Detention Center 2525 Ortiz Avenue Fort Myers, FL 33906 | Success Academy 3650 Michigan Avenue Fort Myers, FL 33916 | Bonita Springs High School 25592 Imperial Parkway Bonita Springs, FL 34135 |

Lee County Charter Schools: Updated October 2016

| | | |
|---|--|---|
| Acceleration Middle School 3365 Seminole Avenue Fort Myers, FL 33916-1429 | Bonita Springs Charter School 25380 Bernwood Drive Bonita Springs, FL 34135 | Cape Coral Charter School 76 Mid Cape Terrace Cape Coral, FL 33990 |
| Edison Collegiate High School 8099 College Parkway Fort Myers, FL 33919 | Christa McAuliffe Charter Elementary 2817 SW 3rd Lane Cape Coral, FL 33991 | City of Palms Charter High 2830 Winkler Avenue, Ste. 201 Fort Myers, FL 33916 |
| Coronado High School 3057 Cleveland Avenue Fort Myers, FL 33901 | Donna J. Beasley Technical Academy 13830 Jetport Commerce Parkway, Suite No. 6 Fort Myers, FL 33913-7726 | Florida SouthWestern Collegiate High School-Lee 8099 College Parkway Fort Myers, FL 33919-5566 |
| Gateway Charter Elementary 12850 Commonwealth Drive Fort Myers, FL 33913 | Gateway Charter Intermediate 12770 Gateway Boulevard Fort Myers, FL 33913-8654 | Gateway Charter High 12770 Gateway Blvd Fort Myers, FL 33913 |
| Goodwill LIFE Academy 5100 Tice Street, Suite D Fort Myers, FL 33905-5203 | Harlem Heights Community Charter 15570 Hagie Drive Fort Myers, FL 33908 | Island Park High School 16520 S. Tamiami Trail, Suite 190Fort Myers, FL 33908-5349 |
| The Island School P.O. Box 1090 135 1st Street W. Boca Grande, FL 33921-1090 | North Nicholas High School 428 SW Pine Island Road Cape Coral, FL 33991-1916 | Northern Palms Charter High 13251 North Cleveland Avenue North Fort Myers, FL 33903 |
| Oak Creek Charter School of Bonita Springs 28011 Performance Lane Bonita Springs, FL 34135 | Oasis Charter Elementary 3415 Oasis Blvd, Cape Coral, FL 33914 | Oasis Charter Middle School 3507 Oasis Blvd. Cape Coral, FL 33914 |
| Oasis Charter High School 3519 Oasis Blvd. Cape Coral, FL 33914 | Palm Acres Charter High School 507 Sunshine Boulevard North Lehigh Acres, FL 33971 | Pivot Charter School 2675 Winkler Ave. Extension Suite 200 Fort Myers, FL 33901 |
| Six Mile Charter Academy 6851 Lancer Avenue Fort Myers, FL 33912 | Unity Charter School of Cape Coral 2107 Santa Barbara Boulevard Cape Coral, FL 33991 | Unity Charter School of Fort Myers 4740 South Cleveland Avenue Fort Myers, FL 33907-1311 |

ATTACHMENT A – BID RESPONSE FORM

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCURMENT SERVICES
ITB No. B207373JC
Rental of Spot Coolers and Dehumidifiers**

DATE SUBMITTED: _____

PROPOSER NAME: _____

TO: The School District of Lee County Fort Myers, Florida

REMINDER: Bidder shall also submit Equipment List, per Specifications.

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

| ITEM NO. | DESCRIPTION | UOM | DAILY RENTAL PRICE | WEEKLY RENTAL PRICE | MONTHLY RENTAL PRICE |
|-----------------|--|------------|---------------------------|----------------------------|-----------------------------|
| 1. | Spot Cooler, Classic 10 or approved equal | EA | | | |
| 2. | Spot Cooler, Classic Plus 14 or approved equal | EA | | | |
| 3. | Spot Cooler, Classic 18 or approved equal | EA | | | |
| 4. | Spot Cooler, Classic 60 or approved equal | EA | | | |
| 5. | Spot Cooler, Office Pro 60 or approved equal | EA | | | |
| 6. | Dehumidifier, DrizAir 1200 or approved equal | EA | | | |
| 7. | Dehumidifier, DrizAir LGR2000 or approved equal | EA | | | |
| 8. | Dehumidifier, LGR 7000XLi or approved equal | EA | | | |
| 9. | Bidders alternate equipment | EA | | | |
| 10. | Discount on alternate rental equipment during the contract duration | | | | |
| 11. | Mobilization Fee, if any, for 6 pm. – 6 am. emergency service. | EA | | | |

Printed Name: _____

Signature of authorized vendor representative: _____

Date: _____

ATTACHMENT B – REFERENCE FORM

Provide three (3) references (for projects completed in the last (5) years) of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, including no more than one (1) reference from the School District of Lee County. The District will consider responses with fewer than three (3) references. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed. References will be checked at the Districts discretion.

1. PROJECT NAME/DESCRIPTION: _____

CLIENT ORGANIZATION: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

PROJECT DURATION: From _____ To _____

2. PROJECT NAME/DESCRIPTION: _____

CLIENT ORGANIZATION: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

PROJECT DURATION: From _____ To _____

3. PROJECT NAME/DESCRIPTION: _____

CLIENT ORGANIZATION: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

PROJECT DURATION: From _____ To _____

ATTACHMENT C - INSURANCE REQUIREMENTS FORM
The School Board of Lee County Florida
Insurance Form & Requirements

| INSURANCE TYPE | REQUIRED LIMITS | |
|--|--|--------------------------------|
| <u> X </u> 1. Workers' Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident. | |
| <u> X </u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form. | <u>\$1,000,000.00</u> | Single Limit Per Occurrence |
| <u> X </u> 3. Indemnification: The Vendor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Vendor/Vendor, any SubVendor, or anyone directly or indirectly employed by any of them. The Vendor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County. | | |
| <u> X </u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included | <u>\$1,000,000.00</u> | Each Occurrence |
| <u> X </u> 5. Other Insurance as indicated below: | | |
| a) Professional Liability | <u>\$1,000,000.00</u> | |
| b) Builder's Risk | \$ -0- | |

The School Board of Lee County Florida Insurance Requirements
(Continued)

- X 6. Vendor shall insure that all subVendors comply with the same insurance requirements that he is required to meet. The vendor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.

- X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies.

- X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:
The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

- X 9. **Thirty (30) Days Cancellation Notice is required.**

- X 10. **The Certificate must state the ITB Number and Title.**

It is the responsibility of the awarded vendor(s) to provide the District with updated copies of current Certificates of Insurance, prior to expiration any time during the awarded period.

BIDDER’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the bid. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The School Board of Lee County desires proof of insurability at levels required for this bid.

A current certificate of insurance is attached: _____ YES _____ NO

Vendor Name _____ Vendor Title _____

Signature of Vendor _____

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each Bidder to ensure that all addenda released are received; that all ITB and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addendum with bid.

Addendum #1 _____ Date Issued: _____ Attached to bid: __Y__N
Signature

Addendum #2 _____ Date Issued: _____ Attached to bid: __Y__N
Signature

Addendum #3 _____ Date Issued: _____ Attached to bid: __Y__N
Signature

Addendum #4 _____ Date Issued: _____ Attached to bid: __Y__N
Signature

Addendum #5 _____ Date Issued: _____ Attached to bid: __Y__N
Signature

ATTACHMENT E – DEBARMENT FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid 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," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid 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 bid that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No 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 originated may pursue available remedies, including suspension and/or debarment..

Certification

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

| | |
|---|-------------------------------------|
| NAME OF APPLICANT | PR/AWARD NUMBER AND/OR PROJECT NAME |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| SIGNATURE | DATE |

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. 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.
2. 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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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.
5. 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 so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Signature of Owner/Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to _____ (entity name above) is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a findings of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person HAS _____ or HAS NOT _____ been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

(SEAL)

My commission expires: _____

ATTACHMENT H - SCRUTINIZED COMPANY CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.

3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran’s petroleum sector.

4. This Company is not engaged in business operations in Cuba or Syria.

Vendor/Company Name: _____

Signature of Authorized Representative: _____

Date: _____

Name : _____

Title: _____

ATTACHMENT I – EMERGENCY/STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any Vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Lee County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Lee County. Vendor/Vendor agrees to rent/sell/lease all goods and services to the School District of Lee County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Vendor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

ATTACHMENT J - SEALED BID MAILING LABEL

Attach this "Sealed BID" label to the outside of bid response envelope.

SEALED BID * DO NOT OPEN *** SEALED BID *** DO NOT OPEN*** SEALED BID**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT OF LEE COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

Rental of Spot Coolers and Dehumidifiers
ITB NO. B207373JC
OPENS: March 5, 2020