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

Release Date: February 1, 2019
ITN No.: N187351RC
ITN Title: Plumbing Repair Services
Contact: Richard Cowie (RichardAC@LeeSchools.net)

This proposal 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 February 21, 2019** and plainly marked ITN No. N187351RC Plumbing Repair Services. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

___ (Attachment A) Proposal Response Form
____ (Attachment B) Reference Request Form
____ (Attachment C) Insurance Requirements Form
____ (Attachment D) Addenda Acknowledgement Form and copies of each addenda
____ (Attachment E) Debarment Form
____ (Attachment F) Drug-Free Workplace Certification Form
____ (Attachment G) Public Entities Crime Form **must be notarized**
____ (Attachment H) Emergency/Storm Related Catastrophe Agreement
____ (Attachment I) Guarantee/Warranty/Compliance/ Distance to Site Form
____ (Attachment J) Sealed Proposal Mailing Label

___ Required Submittal Checklist
___ Letter of Transmittal
___ Current copy of Plumber Contractor License
___ Business license or copy of Sunbiz webpage illustrating Proposer has been in Plumbing Services business for 5 years
___ Letter from surety confirming bonding capacity.
___ Corporate Overview, Related Experience and Key Personnel (Section 10)
___ Equipment List (if any owned) or Equipment Rental Practices
___ One (1) manually signed proposal, six (6) copies
___ Electronic version in PDF format on flash drive as required herein.
___ Electronic version of Attachment A in Excel Format as required herein.

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

Telephone: _____ Email Address: _____

Name of Owner or Authorized Officer/Agent: _____Title: _____

Additional Contact Name: _____Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____
(*Proposal must be signed by an officer or employee having authority to legally bind the Proposer)*

Date: _____

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

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

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

___ Insufficient time to respond
___ Specifications were unclear or restrictive
___ We do not offer the product/service
___ Could not meet specifications
___ Addendum received too late to respond
___ Could not meet insurance requirements
___ Could not meet bonding requirements
___ Other: _____

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GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Invitation to Negotiate" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer 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 proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
   a) "District" shall mean The School District of Lee County, Florida.
   b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
3. "Contractor" shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
4. **Proposer's Responsibility: It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date.** Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
5. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
6. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
7. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Contractor list. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
8. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
9. **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal 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.
10. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on flash drive identical to the original in PDF format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN 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 proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.

b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITN.

11. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
12. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
13. **Processing Time:** It is understood that the normal proposal processing time shall be 120 days after the opening date of this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
14. **Original and Renewal Term:** The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, 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 Proposer agrees to these conditions by signing its proposal.
15. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Contractors 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 proposer or any individual on behalf of a Contractor will result in rejections/disqualification of said response.
    (b) Violation of the provision regarding lobbying may also result in debarment of the Contractor as provided in Policy 6.071.
16. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
17. **Brands:** Proposers 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 Contractor 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 Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals 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 proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
18. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Contractor, 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 Contractor 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. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
19. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals 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 proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
    a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract

negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.

b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.

c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.

d) After final evaluation, ranking, and/or negotiation of one or more proposals, 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.

e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.

20. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN 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.

21. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer 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 proposal 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 Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer 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.

22. **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.

23. **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 Contractor's control

    b) The volatility affects the marketplace or industry, not just the particular Contractor's source of supply

    c) The effect on pricing or availability of supply is substantial

    d) The volatility so affects the Contractor 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.

24. **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 quality or compatibility as solely determined by the District, Contractor may propose a substitute product to the District. The Contractor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Contractor will also

provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

25. **Contractor Performance:** The Contractor shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Contractor shall at all times maintain good discipline and order while on District property**.** Contractor employees and Subcontractor 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 Contractor 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 Contractor 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 Contractor'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 Contractors employees shall refrain from using foul, abusive, or profane language on District property.
    d) Upon arrival and departure onto any District school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
    e) The Contractor'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. Contractor'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 Contractor 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 Contractor 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 Contractor.
    j) The Contractor shall be responsible for all damages caused by the Contractor, its Subcontractors 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 Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.
    l) Contractor 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, Contractor 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, Contractor or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Contractor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Contractor shall take all actions necessary and required to immediately restore such utilities service. If Contractor 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 Contractor within five (5) business days of written demand for same from the District.
    n) Contractor 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 Contractor'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. Contractor 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. Contractor 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 Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.

o) When requested, Contractor 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 Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor 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 Contractor 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.

26. **Inspection, Identification and Acceptance:** Contractors shall be responsible for delivery of items in new condition meeting specification at point of destination. Contractor 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.
27. **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 Proposers.
28. **Performance Bonds**: When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
29. **Worker's Compensation:** Contractors 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, Contractor shall require Subcontractors similarly to provide Workers' Compensation Insurance.
30. **Scrutinized Companies:** By submitting a proposal, Proposer 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 proposal 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 ITN are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor 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 Contractor 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 Proposer from consideration on

other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:

a) Contractor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
b) Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
c) Contractor 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
d) Contractor has been engaging in business operations in Cuba or Syria.
e) The School District may at any time by written notice to the Contractor stop all or any part of the work for this ITN award. Upon receiving such notice, the Contractor 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 ITN terms and conditions.
f) Failure of the Contractor to provide products within the time specified in the ITN shall result in the following: The Buyer shall notify Contractor in writing within five (5) calendar days via the Contractor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Contractor. The defaulting Contractor may be responsible for reimbursing the District for price differences.

32. **Default:** In the event that the awarded Proposer 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 Contractors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Contractor 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 the Attachment C (Insurance Requirements form) for the District's insurance requirements.
34. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Contractor 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, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the 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. Contractor 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 Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor'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 Contractor'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:** Contractors 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. Contractors 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 Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
37. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer 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 borne solely by the Contractor.
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 shall be United States District Court, Middle District of Florida.
39. **Drug-Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal 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 Contractors 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:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer 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 Proposer'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 proposal 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 proposal, 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 proposal 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 proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
44. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
    a) The Contractor will provide **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net**
    b) 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 legible and dated.
    c) The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers 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:** Contractor agrees to the use of Liquidated Damages Recovery in the event the Contractor fails to perform in accordance with contract provisions. On any occasion where the Contractor 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 Contractor 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 Contractor.
46. **Contact Information:** The Contractor 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 Contractor 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 Statues or as otherwise provided by law.
    c) Ensure that pubic 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 Contractor 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 Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor 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 CONTRACTOR 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 confidential with the exception of financial statements.
    a) Redacted Copies: If the Proposer 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 Proposer 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 Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
    c) Proposer 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, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
    d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer 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 Proposer's designating such materials as confidential, the Proposer'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**: Contractors 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 Contractor 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 proposal of the Contractor.
51. **ITN 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 ITN.
52. **State Purchasing Agreements**: Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
53. **Contractor Background Screening Requirements:** Contractor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Contractor 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 Contractor providing any services on campus while students are present. The Contractor 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 Contractor and its employees. Contractor 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. Contractor 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. Contractor agrees that in the event the Contractor or any employee who the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Contractor will notify the District within 48 hours of such.
    a) The parties agree that in the event that Contractor 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. Contractor 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 Contractor'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. Contractor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Contractors 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 Contractors to be fingerprinted in every District in which they provide services.

c) Contractor 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 Contractor.

54. **Contractor Process for Fingerprinting: Contractors who will never be present on a school district campus are not required to be fingerprinted.** Upon award, Contractor 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) and (b) state: **(NO EXCEPTIONS TO BELOW)**

(a) Prior to the start of work on any District site, all construction Contractors and other Contractors including but not limited to construction manager, company owners, architects, engineers, specialty Contractors, subcontractors 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 Contractor or a subcontractor, to a District construction site or any District property it is the responsibility of the Contractor to follow the requirements of this policy.

Contractor 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 - Contractor Fingerprinting.

Effective May 12, 2014, fingerprinting services for Contractors 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 Contractor 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:** Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Contractor and its Subcontractors 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 $10,000.00.** Contractor 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 $10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded $10,000.00; 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:** Contractor agrees to comply with the drug-free workplace requirements for federal contracts 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 $100,000.00.** Contractor 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. Contractor 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):** Contractor 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:** Contractor 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). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the District concurrently within 30 days of notice of the violation.
61. **Debarment and Suspension:** Contractor 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, Contractor 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 Contractor agrees as follows:
    a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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 Contractor 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 Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, 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 Contractor 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 Contractor's legal duty to furnish information.
    d) The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Subcontractor or Contractor. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Contractor as a result of such direction, the Contractor 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 Contractor 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, "Contractors and Subcontractors 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 Contractor 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):** Contractor, 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 Contractor 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, Contractor agrees to pay wages not less than once a week. The Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Contractor accepts. The Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Contractor 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, "Contractors and Subcontractors 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 Contractor 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):** Contractor, 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 Contractor 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
ITN No. N187351RC
PLUMBING REPAIR SERVICES

1. **Overview:** Sealed proposals for **ITN No. N187351RC - PLUMBING REPAIR SERVICES** will be received from eligible Proposers at the School District of Lee County (hereinafter "The District"), **Department of Procurement Services**, 2855 Colonial Blvd, Fort Myers, FL 33966, until **February 21, 2019 at 2:00 PM local time.** Project scope is to secure firm prices for plumbing repair including emergency plumbing repair services for various locations throughout the District on an as needed basis.

   The District anticipates awarding to one or more Proposers for a period of performance of three (3) years plus options for three (3) additional one (1) year periods under the same terms and conditions. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.

   The awarded Proposer(s), hereinafter Contactor(s), shall field verify each project prior to providing an estimate. Proposer shall submit their warranty for labor policy and materials. The use of subcontractors shall not be permitted without prior written approval by the Director of Maintenance Services and/or by the District's designated representative. The Contractor and any approved subcontractors are responsible for obtaining proper badging that conforms with District badging requirements.

   Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Richard Cowie at RichardAC@LeeSchools.net and provide the responding Proposer's name, primary point of contact for this Proposal, phone number, and e-mail address.

   All proposals submitted shall be on the Proposal 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 Lee County School District, Procurement Services' website at: http://www.leeschools.net/procurement

   The District does not discriminate based on race, color, religion, sex, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

2. **Minimum Requirements:**

   Proposals will be considered only from firms engaged in providing the type of services specified herein. Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District. The District reserves the right before recommending any award to inspect the 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. The following requirements are necessary for proposals to be considered for evaluation.

   a) Proposer shall be a licensed Plumbing Contractor and shall submit a copy of the current license with the response.
   b) Proposer shall include evidence of conducting business for at least five (5) years. Submit with the proposal a current copy of business license or copy of SunBiz webpage illustrating compliance with this criteria.

3. **Requirements:**

   a) Proposer shall have demonstrated past successful experience in accomplishment of specified services for accounts similar in size and scope. All such services shall be verifiable
   b) Proposer shall have adequate organization, facilities, equipment and qualified personnel to ensure prompt and efficient service to the District in support of this contract.
   c) To meet the District's requirement for prompt, responsive service capabilities, Proposers are required to have a business service location within **100 miles** of the District Maintenance Services Department, 3308 Canal Street, Fort Myers Florida, 33916.

4. **Bonding Requirements/Bonding Capacity**: Proposer must submit a letter from a surety company to include the following:
    a) Confirmation the surety is licensed to do business in the State of Florida.
    b) Confirmation the Proposer has bonding capacity for the estimated total project cost between $200,000.00 and $1,000,000.00.
    c) State the Proposer's total bonding capacity.

5. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:

    The School District of Lee County
    Department of Procurement Services
    Richard Cowie, Procurement Agent
    2855 Colonial Blvd., Fort Myers, FL 33966
    Via fax at (239) 337-8200 or
    RichardAC@LeeSchools.net

    All questions must be received no later than **February 12, 2019 at 2:00 PM.** 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 official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website http://www.leeschools.net/procurement. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

    Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

    No verbal or written information which is obtained other than by information in this document, by addendum to this ITN, or by other contract documents approved and signed by the District, will be binding on the District.

6. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (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 Proposer agrees to this condition by signing its proposal. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.

7. **Orders and Payment:** All orders will be placed directly to the Contractor by the District and/or other authorized personnel 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, Proposers 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 at its sole discretion.

8. **Guarantee and Warranty, Compliance, and Distance to Site:** All Proposers must submit Attachment I - with the proposal.
    a) Guarantee and Warranty - Products and service that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned or fixed at no cost to the District and must be replaced within 48 hours from time of notice of unacceptability with an acceptable product or service. Consistent shipment of unacceptable products or poor workmanship may result in immediate termination of this contract.

b) Compliance – Proposer to confirm the following:
   i. *Response Time* - Proposers must reply to all requests within **1 (one) hour**, during normal business hours, of the Districts call if an emergency. Normal working hours shall be considered Monday through Friday, 7:00am to 5:00pm excluding District holidays. Contractor shall provide emergency service twenty-four (24) hours a day, seven (7) days a week. Contractor must reply to requests for emergency service **within 1 hour**.
   ii. *Contractor Background / Fingerprint Screening* - Proposers must comply with "Section 52 & Section 53" of the Terms and Conditions **Contractor Background Screening Requirements** which applies to **both** awarded Contract **and** their subcontractors.
   iii. *ePayables* – Proposer must confirm ability to accept ePayables MASTERCARD payments, or take steps necessary to implement this ability for the start of the contract term, or contract award by the District.
c) Distance to Site – Proposers must have a facility within **100 miles** of the District Maintenance Services Department, 3308 Canal Street, Fort Myers Florida, 33916.

9. **Estimated Timeline**

February 1, 2019	Release of ITN No. N187351RC
February 12, 2019	Written questions due in the Department of Procurement Services by 2:00 PM, local time
February 21, 2019	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
February 25, 2019	Evaluation Committee reviews proposals
March 4, 2019	Optional interviews, schedule at the District's discretion
March 26, 2019	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 Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

10. **Proposal Submittal - Information to be Included in the Proposal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Contents shall be in conformance with requested criteria. Include one (1) original, manually signed proposal, six (6) copies, and an electronic version a flash drive identical to the original. If the District provides Attachments to be completed by Proposers All attachments shall be completed in a usable Word or Excel format. **An electronic copy, on flash drive, of the completed Attachment A in Excel Format shall be submitted with the proposal**. (e.g. with no locked cells; Adobe PDF of Attachment A is not acceptable.) **Failure to comply with proposal submittal requirements may be grounds for proposal rejection, in whole or in part.**

   i. **Required Submittal Checklist:** Proposer shall complete and submit the ITN Required Submittal Checklist coversheet (page 1 of the ITN**) with all required information completed and all signatures** (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.

   ii. **Table of Contents:** Include a clear identification of the material by section and by page number.

iii. **Title Page:** Include ITN number, subject, the name of the Proposer, address, telephone number, email address and the date.

iv. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
   i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
   ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.

v. **License, Verifications and Bonding:** Proposer shall provide a current copy of the following:
   i. Plumbing Contractors License
   ii. Contractor's business license or copy of SunBiz webpage illustrating Proposer has been in Plumbing Services business for 5 consecutive years
   iii. Letter from surety company confirming bonding capability as follows:
      1. Confirmation the surety is licensed to do business in the State of Florida.
      2. Confirmation the Proposer has the bonding capacity for the estimated total project cost between $200,000.00 and $1,000,000.00.
      3. State the Proposer's total bonding capacity.

vi. **Corporate Overview:** Describe how and when the Proposer's firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, respond to each question using the numbered format below:
   i. Ownership (describe in detail).
   ii. Date of business inception under current name: ____ / ____ / _____ (mm/dd/yyyy).
   iii. Explain any previous and/or anticipated changes to Proposer's organizational structure and/or distribution of ownership.
   iv. Affiliated organizations/accreditations/partnerships.
   v. Describe Proposer's regulatory agency actions and litigation in the past 5 years, both as complainant and defendant.
   vi. Describe the ethics standards in place at Proposer's firm and provide a copy of such.
   vii. Proposer shall describe their safety coordination program and describe how the plan is communicated to their staff and subcontractors.

vii. **Related Experience:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN. Similar scope shall include providing services in the following areas: supplement Maintenance Services Plumbing Department projects, underground water line repair, emergency re-piping, etc. All work shall be turn-key which may require tile work, drywall work, concrete break-up and repair, etc.
   i. Proposer shall describe the size, resources and capabilities of performance in terms of number of staff (type, amount) within the organization as needed including management, field supervisors and support staff.
   ii. Describe Proposer's past work experience, similar to the specifications listed in this ITN, in the state of Florida.

viii. **Key Personnel:** Proposer shall identify key personnel who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products. Include resume(s) for proposed key personnel.

i. The District requires Proposer to designate an **After-hours Designee** who will schedule and dispatch technicians between the hours of 5:01pm – 6:59 am Monday through Friday, weekends and holidays in the event the District requires service after hours or on holidays.

ii. Provide the names of personnel who currently hold a Universal Contractor Badge for Florida School Districts or who hold a current District Contractor Badge.

ix. **Equipment List:** Proposer shall provide a list of equipment owned and equipment rental practices.

x. **Attachment A - Proposal Response Form (Pricing):** Submit proposed hourly labor rates. Pricing shall include all materials, and equipment (beyond what is provided by the District) required to perform the installation/maintenance according to the specification. Pricing shall be **all inclusive**. For example, pricing shall include all required expenses and fees including ePayables, insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all performed during normal business hours Monday through Friday 7:00 am to 5:00 pm (excluding holidays). For medium to large scale projects it is anticipated that contractors will be required to work outside of normal school hours. School hours vary by site. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract.

xi. **Attachment B – Reference Request Form:** Three (3) references are required to be received by the District via email no later than the proposal due date, from Proposer's clients. Proposer's clients shall email the completed Reference Form to RichardAC@LeeSchools.net, and references shall be received from the Proposers client's email address. Each reference shall be eligible to earn up to 2 points for each, with a maximum of 6 points. Missing references will receive a score of zero. Proposers may request more than 3 clients to submit references. Failure to provide references as stated herein, may result in proposal being deemed non-responsive.

xii. **Attachment C – Insurance Requirements Form:** Proposer shall respond to the Districts insurance requirements.

xiii. **Attachment D – Addenda Acknowledgement Form:** Proposer 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 proposal to be considered.

xiv. **Attachment E – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.

xv. **Attachment F – Drug-Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug-Free Workplace Form must be signed and returned.

xvi. **Attachment G – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, **signed and notarized**.

xvii. **Attachment H – Emergency / Storm Related Catastrophe Agreement Form:** Proposer shall complete form with all required information and all signatures as specified.

xviii. **Attachment I – Guarantee and Warranty, Compliance, and Distance to Site:** Proposer shall complete form with all required information and all signatures as specified.

xix. **Attachment J– Sealed Proposal Mailing Label:** Proposer shall complete a sealed mailing label and adhere it to the sealed proposal.

11. **Evaluation of Proposals – Evaluation Criteria:** Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Pricing	30
Key Personnel & Equipment	25
Experience	20
Corporate Overview	19
References	6
TOTAL POSSIBLE POINTS	**100**

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more "short listed" Proposers.

EVALUATION CRITERIA	MAXIMUM POINTS
Best and Final Offer (if applicable)	30
On-site Team	30
Project Approach	30
Safety and Litigation Records	10
TOTAL POSSIBLE POINTS	**100**

NOTE: In the event of a tie, see section 38 of the General Terms and Conditions.

12. **Scope of Work**
    a. Service to be performed under this contract are for plumbing repairs and emergency plumbing repairs on an as needed basis and may be requested at various district locations.

    b. All materials shall be new and of satisfactory quality. All workmanship shall conform to the best practice in the trade and performed by skilled and licensed labor in the field and comply with all federal, state and municipal laws and regulations. All material and debris shall be removed by the Contractor and the premises shall be clean at all times.

    c. Contractor must comply with "Section 52 & Section 53" of the Terms and Conditions "**Contractor Background Screening Requirements"** which applies to **both** awarded Contractor **and** their subcontractors.

    d. It is anticipated/estimated the annual expenditure will be $450,000, however, there is no guarantee of the number of projects that may be required. This is an as needed, when needed contract.

    e. Response Time - Contractor must reply within **1 (one) hour**, during normal business hours, of the Districts call if an emergency. Normal working hours shall be considered Monday through Friday, 7:00 am to 5:00 pm excluding District holidays. Contractor shall provide emergency service twenty-four (24) hours a day, seven (7) days a week. Contractor must reply to requests for emergency service within 1 hour.

    f. Contractor will furnish and price(s) negotiated shall be inclusive of all labor, supervision, overhead, tools, vehicles, equipment, and supplies necessary for job completion. All trip charges, mileage, vehicle charges and travel time are to be included in the unit pricing, and shall not be invoiced separately to the District.

Variations on the specifications or documents shall not be permitted without the knowledge of the District's representative and confirmation by written addendum or change order.

g. Contractor is responsible for providing any and all equipment needed for the repairs including but not limited to: ladders, hi-lifts, trenchers, excavators, etc.

h. Contractor shall make such investigations to enable them to fully understand the facilities, difficulties and restrictions attending the execution of each project. Contractor shall also thoroughly examine and be familiar with all the specifications.

i. A physical inspection will be made for satisfaction and acceptance by District personnel.

14. **Coordination:** The District's designated representative for this contract is the Director of Maintenance Services. The Director, or a designee, shall represent the District as the primary point of contact with whom the awarded Contractor(s) shall coordinate all project, contract, and financial activities. All work resulting from this ITN shall be coordinated with the Director of Maintenance Services (or designee), to provide thorough and consistent scheduling and work flow throughout this contract. All scheduling is to be submitted in advance before work is to start. Contractor(s) shall not accept any work directives other than those issued through the Maintenance Services representative. Requests for service from school principals or other staff must be directed to the Maintenance Services representative for approval.

    a. Contractor(s) shall designate one or more employees to fulfill the following roles on the contract:
        i. Project Manager: a person or persons to act as primary contact(s) with the District with respect to contract and financial operations. This person or a designated alternative shall be readily available during normal business hours by phone or in person, knowledgeable of the terms, conditions, and procedures of the contract, and reply to messages within 24 hours for non-emergencies and reply within an hour for emergencies.

        ii. Field Supervisor(s): a person or persons with sufficient skill and experience to properly supervise, guide, and manage an experienced team of the appropriate size to perform the work. The Field Supervisor shall be thoroughly knowledgeable of all specifications and other contract documents and have the authority to act in the Contractor(s) behalf. Field Supervisor(s) shall be responsible for the supervision and direction of the work performed by their employees. Field Supervisor(s) shall review all work to be accomplished with the District to preclude misunderstandings.

    b. All employees of the Contractor shall be considered to be at all times, the sole employees of the Contractor, under his/her sole direction and not an employee or agent of the District. The Contractor shall supply competent and physically capable employees.

    c. The Contractor shall notify the District immediately upon discovery of any new problematic issues. The District will be the sole determiner if action is required/necessary. If during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization of the District authorized representative.

    d. Before performing any work to be completed beyond normal working hours, Contractor must obtain proper authorization from the District.

    e. The District, their respective representatives, agents and employees and governmental agencies with jurisdiction over the project shall have access at all times to the work, whether the work is being performed on or off of the project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access.

f. Upon receipt of award and notice to proceed (i.e., purchase orders), the project/work shall continue uninterrupted and expediently proceed with vigorous prosecution until completion of all work specified (with the exception of inclement weather conditions).

g. In the event of any situation where the awarded Contractor cannot complete the work and/or provide the needed service/materials within the time frame required, the District reserves the right to purchase the service from a competing supplier and/or use other Contractors without breaching this contract.

15. **Safety:** Project shall at all times be properly supervised and adequately manned by an experienced team of appropriate size. The Contractor shall have a Field Supervisor on the work site at all times and shall be responsible for the supervision and direction of the work performed by their employees.

a. Precautions shall be exercised at all times for the protection of persons (including employees) and property. Contractor must take all necessary precautions to protect District property from possible damage and shall at all times guard against such damage or loss. Any damage caused by the Contractor (i.e. damage to buildings, trees, utilities, etc.) shall be reported by the Contractor immediately to the District within 24 hours.

b. Contractor shall maintain a safe, clean work area. Site shall be left in good condition and free of any debris or trash. Area shall be kept as neat, clean, and orderly as possible. Debris must be removed on a daily basis. Use of District dumpsters is prohibited.

c. No material and/or equipment shall be stored on site without prior approval from the District. The Contractor shall be responsible for the protection of their equipment while on District property. Tools and materials should be under supervision at all times. The District assumes no stated or implied responsibility for Contractor property.

d. The cost of repair or replacement for any and all damage to the Contractor(s) materials and/or equipment shall be borne by the Contractor.

e. Contractor shall ensure that vehicles are parked at a sufficient and safe distance from work areas.

f. Contractor(s) shall prohibit their employees from disturbing District property that is not within the employees' scope of responsibility. All employees of the Contractor shall be mentally and physically competent to perform the services required. The Contractor shall enforce strict discipline and good order among their employees at all times.

g. The Contractor is required to be familiar with and comply with all federal, state and local laws, codes, rules and regulations. All work shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal, and the Contractor shall be responsible for the compliance and/or supply of licenses, bonds, and insurance. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. <u>No statement within this proposal request shall negate compliance with any applicable governing regulation.</u>

h. The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor 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 manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced.

i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.

j. 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.

k. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc. Proper safety gear (i.e. safety harness) must be worn when using lift and must be connected to the lift while operating.

l. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department or designated Maintenance Department representative and the Campus Administrator immediately upon occurrence.

m. It shall be the responsibility of the Contractor to assure against any asbestos violations. In the event of any asbestos detection or suspicion, the Contractor shall immediately cease work, secure the area and contact the Maintenance Services designee. The District will be responsible for any required abatement.

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

o. 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.

p. The District reserves the right to stop all work in progress if proper precautions are not taken. The District also may stop all work in progress if it appears to be unsatisfactory.

16. **Inspections:** Contractor shall thoroughly examine and be familiar with all the specifications. The District shall review with the Contractor, all work accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work. Contractor shall provide the District designee with timely notice of readiness of the work for all required inspections or approvals.

    a. All services performed shall be subject to physical inspections and approval by District personnel for Contractor compliance and satisfaction prior to acceptance of services rendered. The Contractor or authorized representatives shall be available upon request for these joint inspections.

    b. Contractor(s) must notify the Maintenance Department designee of job completion within 24 hours so a final walk-through can be performed.

    c. If deficiencies or unsatisfactory services are noted, The District's designee shall notify the Contractor of the specific deficiencies. The Contractor must rectify these deficiencies by 5:00 p.m. of the next working day, weather permitting. Unsatisfactory services, as determined by The District, not corrected after notification may result in immediate notice of cancellation of the contract.

17. **Invoicing:** The Contractor shall submit a detailed invoice for each job and include, as a minimum, the following:

    a. A list of materials, including rental equipment, and shall be invoiced at the actual cost plus the contracted percentage surcharge and invoices shall show quantities and unit costs. Copies of the Contractor's own material invoices shall be made available to the District upon request. Contractor shall provide supporting documents and upcharge on rental equipment, when needed, and upcharge shall not exceed 5%.

    b. All labor shall be invoiced at the contracted hourly rates (and itemized as listed in Attachment A) and shall include only the actual time expended on the job and shall not include travel time. Invoices must be submitted no later than 30 days after completion of services or delivery. Failure to invoice in a timely manner could significantly delay payment.

    c. Summary of work performed.

d. Location where work was performed.

e. Date the work was requested.

f. Identify the District employee who authorized the work.

g. Date the work was completed.

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

i. 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 legible and dated.

j. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers 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.

k. THE FOLLOWING MUST BE SUBMITTED, BY THE AWARDED CONTRACTOR(S), WITHIN FIVE (5) BUSINESS DAYS OF THE AWARD; FAILURE TO SUBMIT MAY BE GROUNDS FOR THE BOARD TO RESCIND THE AWARD.
   - Certification of Insurance
   - W-9 Form

   If within five (5) business days after notification by the District of Board approval of the Award, the awarded Contractor refuses or otherwise fails to submit the required Certification of Insurance and a W-9 Form, then the District may annul the Award.

EXHIBIT 1 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS

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
James Stephens Int'l Academy 1333 Marsh Avenue Fort Myers, FL 33905	Lehigh Acres Middle 104 Arthur Ave Lehigh Acres, FL 33936	Lehigh Elementary 200 Schoolside Drive Lehigh Acres, FL 33936

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 701 Chiquita Blvd Cape Coral, FL 33993	Mariner Middle 425 Chiquita Blvd Cape Coral, FL 33993	Mirror Lakes Elementary 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. 3rd 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	SW Florida Public Service Academy 4312 Michigan Avenue	Transportation Central 3234 Canal Street Fort Myers, FL 33916

Lehigh Acres, FL 33936	Fort Myers, FL 33905	
Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt 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 – PROPOSAL RESPONSE FORM

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCUREMENT SERVICES
ITN No. N187351RC - PLUMBING REPAIR SERVICES

DATE SUBMITTED: _____

PROPOSER NAME: _____

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

In addition to pricing, provide all information required in response to Section 10.

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	ALL INCLUSIVE PRICE
1.	STRAIGHT TIME FOR SUPERVISOR, normal working hourly rate. (M-F, 7:00am-5:00pm, excluding holidays):	PER HOUR	$
2.	STRAIGHT TIME FOR PLUMBER, normal working hourly rate. (M-F, 7:00am-5:00pm, excluding holidays):	PER HOUR	$
3.	STRAIGHT TIME FOR PLUMBER'S HELPER, normal working hourly rate. (M-F, 7:00am-5:00pm, excluding holidays):	PER HOUR	$
4.	AFTER HOURS TIME FOR SUPERVISOR (other than normal working hour rate):	PER HOUR	$
5.	AFTER HOURS TIME FOR PLUMBER (other than normal working hour rate):	PER HOUR	$
6.	AFTER HOURS TIME FOR PLUMBER'S HELPER (other than normal working hour rate):	PER HOUR	$
7.	PARTS/MATERIALS (Invoice cost plus basis, not to exceed 5%):	PERCENTAGE	%
8.	EQUIPMENT RENTAL (Invoice cost plus basis, not to exceed 5%):	PERCENTAGE	%

_____ I confirm that all pricing is **all inclusive**. For example, pricing includes all required expenses and fees including ePayables, insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision.

Printed Name: _____

Signature of authorized Contractor representative: _____

ATTACHMENT B – EMAIL REFERENCE REQUEST FORM

ITN No. N187351RC – Plumbing Repairs Services

CLIENT TO COMPLETE AND RETURN VIA EMAIL TO THE SCHOOL DISTRICT OF LEE COUNTY

REQUESTING AGENCY: **SCHOOL DISTRICT OF LEE COUNTY, FLORIDA**

PROPOSERS NAME: _____

CLIENT AGENCY/FIRM PROVIDING REFERENCE: _____

CLIENT's INDIVIDUAL NAME: _____

EMAIL ADDRESS: _____ **PHONE:** _____

In response to Invitation to Negotiate #N187351RC –Plumbing Repairs Services, the School District of Lee County requires interested Proposers to submit client references for a minimum of three (3) prior engagements for which the Proposer has served in this capacity.

Instructions to Proposers: Complete the Proposer Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Proposer's **clients** shall email the completed Reference Form to RichardAC@LeeSchools.net, and references shall only be accepted from the Proposers client's email address. Up to three (3) complete, on time references may earn the Proposer from zero (0) to two (2) points each during the evaluation process. Missing references will result in a score of zero (0) points each and may result in the Proposer being deemed non-responsive. References shall be ***exclusive of the District***.

Instructions to Client References: Complete this reference questionnaire and return it no later than **February 20, 2019, 5:00PM EST**, via email, to RichardAC@LeeSchools.net

_____

1. Is the Proposer currently providing services for your organization or have they provided support for this service in the past 3 years? Yes ___ No ____ How long were the services provided? _____

2. What services were provided by the Proposer to the organization? _____
   _____

3. What were the cost or square foot size of the project(s)/service(s)? _____

4. Were the services provided per specifications? _____

5. Did the Proposer handle issues in a timely manner? _____

6. Which aspect(s) of the Proposers services are most satisfied? _____
   _____

7. Which aspect(s) of the Proposers services are least satisfied? _____
   _____

8. Would you recommend the Proposers services again?
   _____

ATTACHMENT C - INSURANCE REQUIREMENTS FORM

The School Board of Lee County Florida
Insurance Requirements

INSURANCE TYPE	REQUIRED LIMITS
_X_ 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 $500,000.00 each incident.
_X_ 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form	Bodily Injury & Property Damage $1,000,000.00 Single Limit Per Occurrence
_X_ 3. Indemnification: The Contractor/Contractor, 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 Contractor/Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Contractor'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 Contractor/Contractor'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.	
_X_ 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	$1,000,000.00 Each Occurrence
_X_ 5. Other Insurance as indicated below: a) Professional Liability b) Builder's Risk	 $1,000,000.00 All projects OVER $100,000 (that will take longer than 30 days to complete) to be reviewed by the Districts Insurance Consultant and may require Builder's Risk.

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

__X__6. Contractor shall insure that all Subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor 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 all coverages except Workers' Compensation and Professional Liability.

__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 ITN Number and Title.**

PROPOSER'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 proposal. 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 proposal.

A current certificate of insurance is attached: _____YES _____ NO

_____

Proposer Name Proposer Title

_____

Signature of Proposer

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

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

The undersigned acknowledges the receipt of any addenda. <u>Include a copy of each addendum with proposal.</u>

Addendum #1_____ Date Issued:_____ Attached to proposal?__Y__N
Signature

Addendum #2_____ Date Issued:_____ Attached to proposal?__Y__N
Signature

Addendum #3_____ Date Issued:_____ Attached to proposal?__Y__N
Signature

Addendum #4_____ Date Issued:_____ Attached to proposal?__Y__N
Signature

Addendum #5_____ Date Issued:_____ Attached to proposal?__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
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 Proposer, in accordance with Florida Statue 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender 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 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 the _____ (please print name of individual signing) entity name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding 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 contractor 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

My commission expires:

Form PUR 7068 (Rev. 11/89)

ATTACHMENT H - EMERGENCY/STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any Contractors 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 Negotiate 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. Contractor/Contractor 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. Contractor/Contractor 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 I – GUARANTEE AND WARRANTY, COMPLIANCE, AND DISTANCE TO SITE FORM

A. Guarantee and Warranty for Labor and Material

_____ warranties that all products and services will be free from defect for one
(Organization Name)
(1) year from date of completion. Any manufacturer warranty extending past one (1) year will be transferred/ forwarded to the District.

_____ _____
Name and Title of Authorized Representative Date

_____
Organization

B. Statement of Compliance with District Requested Response Time

_____, will comply with the requested **1 (one) hour** time to reply per Lee County District
(Organization Name)

_____ _____
Name and Title of Authorized Representative Date

_____
Organization

C. Statement of Compliance with ePayables Ability

_____, confirms ability to accept ePayables MASTERCARD payments, or take steps
(Organization Name)

necessary to implement this ability for the start of the contract term, or contract award by the District.

_____ _____
Name and Title of Authorized Representative Date

_____
Organization

D. Background Screening and Fingerprinting Compliance

_____, will comply with the "Section 52 & Section 53" of the Terms and Conditions
(Organization Name)
which applies to **both** awarded Contractor **and** their Subcontractors.

_____ _____ .
Name and Title of Authorized Representative Date

_____

E. Distance to Site

_____, confirms that their business is located within **100 miles** of 3308 Canal Street,
(Organization Name)
Fort Myers, FL 33916. The business office location from which this ITN will be supported is: _____
(Business Address)
_____.

_____ _____ .
Name and Title of Authorized Representative Date

_____

ATTACHMENT J- SEALED PROPOSAL MAILING LABEL

Attach this "Sealed Proposal" label to the outside of proposal response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

_____

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

PLUMBING REPAIR SERVICES
ITN NO.: N187351RC
OPENS: February 21, 2019 at 2:00 pm