



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize a two-year renewal with Collier County Public Schools Contract ITB 20-054 awarded to CAROLINA BIOLOGICAL SUPPLY COMPANY for Classroom Supplies & Equipment Catalog Discount for the purchase of laboratory supplies and services by utilizing bid waiver (piggyback). Fiscal Impact: None (cumulative previously approved: \$325,000.00)

Presenter(s): Jeffrey Guild,

What is the purpose of this contract and why is it needed?

The Science Department is requesting to continue the piggyback contract with Collier County Public Schools Contract ITB 20-054 awarded to CAROLINA BIOLOGICAL SUPPLY COMPANY for Classroom Supplies & Equipment Catalog Discount for the purchase of laboratory supplies and services for an additional two-year renewal (FY2024-2026). The science department is not requesting an increase of fiscal authority. The \$80,000.00 for FY2024-2025 (current MT# 12229) is an estimate expenditure from the previously approved fiscal authority in MT #6863. The renewal of this agreement goes through June 30, 2026. Utilizing this piggyback contract, the Science department purchases lab supplies and necessary scientific lab equipment at profound discounts for students enrolled in science labs across Broward College. The purchased lab supplies include items such as prepared microscope slides, preserved specimens for students to dissect, live specimens, glassware, chemicals, microbiological media, petri dishes, minor equipment, and other miscellaneous supplies. Required for student success, these are all essential materials in laboratory classes. These items enhance quality curriculum for instruction, and thus, student development and opportunity for educational progression.

What procurement process or bid waiver was used and why? The bid waiver exception used for this contract is piggyback. The piggyback contract awarded by CCPS- ITB 20-054 Contract in accordance with Rule 6A-14.0734(2)(c) , Florida Administrative Code which cites the following exception to the requirement to solicit competitive offers: "Purchases at the unit or contract prices established through competitive solicitations by any unit of government by law or a nonprofit buying cooperatives." Approval of the bid waiver will authorize the College to process purchase orders for lab supplies for the duration of the contract including any renewal period.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?

Yes

What fund, cost center and line item(s) were used? CC0218/FD101 and CC0031/FD101 for all 3 campuses (BU010/BU020/BU030), 65500:Educational, Office / Department Material & Supplies.

Has Broward College used this vendor before for these products or services? Yes

Was the product or service acceptable in the past? Yes

Was there a return on investment anticipated when entering this contract? Yes, academic progression, standardization, and continuity, enabling all science students to have an equal learning experience on the latest equipment in the science field.

Was that return on investment not met, met, or exceeded and how? This return on investment was exceeded in the quality and variety of the lab supplies, ease of ordering which results in consistent student engagement in scientific experimentation.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

This directly impacts Empower Student Development as these labs reinforce concepts and theory taught in the lecture course. Students learn valuable lessons in problem solving and critical thinking through experimentation.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated to use \$80,000.00 during the current fiscal year, with the previously approved fiscal authority per MT# 6863.

Worktags: CC0218/FD101 and CC0031/FD101 for all 3 campuses (BU010/BU020/BU030).

Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs
















8/9/2024

APPROVAL PATH: 12299 Carolina Biological Supply Company - Piggyback (CCPS- ITB 20-054) FY2024-2026

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Nichole Vaughan	Dean Review		 Completed	
2	Jamonica Rolle	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Legal Services Review Group	Review and Approval for Form and		 Completed	
6	Board Clerk	Agenda Preparation		 Pending	
7	District Board of Trustees	Meeting	09/24/24 11:00 AM	 Pending	
8	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	

June 12, 2024

CAROLINA BIOLOGICAL SUPPLY COMPANY
2700 York Road
Burlington, NC 27215

Attention: Tonja Cates, Account Manager
Email: tonja.cates@carolina.com

Subject: Continue Piggybacking Collier County Public Schools Contract ITB 20-054 – Classroom Supplies & Equipment Catalog Discount

Dear Ms. Cates,

Florida Department of Education Administrative Rule 6A-14.0734 allows Broward College to purchase goods and services at the same terms, conditions and pricing as established in competitively solicited contract awards by another public agency or cooperative. The College would like to consider continue utilizing the Contract ITB 20-054 – Classroom Supplies & Equipment Catalog Discount, between Collier County Public Schools and Carolina Biological Supply Company with effective date through June 30, 2026, subject to final approval by the College's District Board of Trustees.

No guarantee is given or implied as to the dollar value or work as a result of this piggyback. Broward College is not obligated to place any order for goods or services as a result of this piggyback. Order placement will be based upon the needs and in the best interest of the College.

Please acknowledge and verify, by signing and returning this document via email to oaponte@broward.edu that your company will extend the same scope, terms, conditions, and pricing to Broward College as awarded in the contract referenced above with the inclusion of the attached supplemental addendum. All other terms and conditions of the agreement remain unchanged.

Pursuant to the terms and conditions of the solicitation and contract, it will be necessary that your company provides the College with a current Certificate of Insurance within ten (10) days of notification. The College shall be named as an additional insured under the General Liability policy. Please include contract number and title on the certificate.

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897, or email at oaponte@broward.edu.

Sincerely,

DocuSigned by:

8F2E60F1839349D...

Orlando Aponte
Associate Vice President, Procurement

COMPANY NAME: Carolina Biological Supply Company	PRINT AUTHORIZED REPRESENTATIVE NAME: Angela Walker
TITLE: Contract Manager	SIGNATURE: DATE: Angela Walker 6/13/24
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.	

Cc: Procurement Services Department File

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the [Collier County Public Schools Contract ITB 20-054 – Classroom Supplies & Equipment Catalog Discount](#) between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

4. Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

(a) Keep and maintain public records required by BC to perform the service.

(b) Upon request from BC, provide BC 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BC, upon request from BC’s custodian of public records, in a format that is compatible with the information technology systems of BC.

(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND BE GROUNDS FOR TERMINATION.

5. Sovereign Immunity. Nothing in the Agreement shall act, or be construed to increase or alter BC’s

liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.

6. Compliance. In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor.

7. E-Verify. If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

8. General Provisions.

- a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and

covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

b. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use.

d. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

g. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving at least thirty (30) days' written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Carolina Biological Supply Company

By: Angela Walker
Name: Angela Walker
Title: Contract manager
Date: 6/13/24



EXECUTIVE SUMMARY

Recommendation that the Broward College Board of Trustees authorize the bid waiver (piggyback) and Collier County Public Schools Contract ITB 20-054 awarded to CAROLINA BIOLOGICAL SUPPLY COMPANY for Classroom Supplies & Equipment Catalog Discount. Fiscal Impact: Estimated \$325,000.00

Presenter(s): John Dunnuck, Senior Vice President, Finance and Operations
Alan Hansen, AVP, Procurement & Risk Management

Purpose: State Board of Education Rules for Community Colleges 6A-14.0734(2), provides exemptions to the bid process for “purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or buying cooperative”.

Approval of the Bid Waiver will authorize various college units to process purchase orders for Classroom Supplies & Equipment awarded to CAROLINA BIOLOGICAL SUPPLY COMPANY for the duration of the contract including any renewal period. Based on approved budget the department may exercise the option to renew the contract for the duration identified.

Previously approved through Minute Traq #6863.

Return on Taxpayer or Student Investment: No

How does this impact student success: Approval of this item will assist in operational and cost efficiencies by helping to expedite requests for Classroom Supplies & Equipment.

What specific goal of the Strategic Plan is advanced through this action: Succeed

Small Business Firm (Yes, No, N/A): N/A

Broward Firm (Yes, No, N/A): N/A

FISCAL IMPACT:

Description: Pursuant to College policy, the estimated fiscal impact will not exceed \$325,000.00. Departments are to ensure proper funding when submitting requisitions using the identified piggyback contract. The fiscal impact represents an amount throughout the base period of the contract including any renewal options.

John Dunnuck
John Dunnuck, VP Operations

11/18/2022

John Dunnuck
John Dunnuck, VP Operations

11/22/2022



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

October 12, 2022

CAROLINA BIOLOGICAL SUPPLY COMPANY
2700 York Road
Burlington, NC 27215

Attention: Tonja Cates, Account Manager
Email: tonja.cates@carolina.com

Subject: Continue Piggybacking Collier County Public Schools Contract ITB 20-054 – Classroom Supplies & Equipment Catalog Discount

Dear Ms. Cates,

Florida Department of Education Administrative Rule 6A-14.0734 allows Broward College to purchase goods and services at the same terms, conditions and pricing as established in competitively solicited contract awards by another public agency or cooperative. The College would like to consider continue utilizing the Contract ITB 20-054 – Classroom Supplies & Equipment Catalog Discount, between Collier County Public Schools and Carolina Biological Supply Company with effective date through June 30, 2024.

No guarantee is given or implied as to the dollar value or work as a result of this piggyback. Broward College is not obligated to place any order for goods or services as a result of this piggyback. Order placement will be based upon the needs and in the best interest of the College.

Please acknowledge and verify, by signing and returning this document via email to oaaponte@broward.edu that your company will extend the same scope, terms, conditions, and pricing to Broward College as awarded in the contract referenced above with the inclusion of the attached federal required provisions as discussed below.

Applicable federal regulations require certain terms and conditions be included in contracts supported in whole or in part with federal funding, including but not limited to CARES Act, HEERF funding. The Parties agree to add the attached referenced attestation entitled "Federally Funded Projects Addendum". All other terms and conditions of the agreement remain unchanged.

Pursuant to the terms and conditions of the solicitation and contract, it will be necessary that your company provides the College with a current Certificate of Insurance within ten (10) days of notification. The College shall be named as an additional insured under the General Liability policy. Please include contract number and title on the certificate.

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897, or email at oaaponte@broward.edu.

Sincerely,

DocuSigned by:

A51171ADDF4482...

Alan Hansen
Associate Vice President, Procurement & Risk Management



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

COMPANY NAME: <i>CAROLINA BIOLOGICAL SUPPLY COMPANY</i>	PRINT AUTHORIZED REPRESENTATIVE NAME: <i>GRAY AMICK</i>	
TITLE: <i>CONTRACT MANAGER</i>	SIGNATURE: <i>Gray Amick</i>	DATE: <i>10/19/22</i>
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.		

Cc: Procurement Services Department File

*FREE SHIPPING THRESHOLD
MOVES TO \$250*

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

Collier County Public Schools Contract ITB 20-054 – Classroom Supplies & Equipment Catalog Discount

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. **Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. **Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. **Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. **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** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying 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 any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. **Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. **Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. **Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. **Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. **Waste Disposal Act** – Vendor shall 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

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. **Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. **Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 Vendor is 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 is otherwise entitled.
- N. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: CAROLINA BIOLOGICAL SUPPLY COMPANY
Address, City, State, and Zip Code: 2700 YORK RD, BURLINGTON, NC 27215
Phone Number: 800 334-5551
Printed Name and Title of Authorized Representative: GRAY AMICK, CONTRACT MANAGER
Email Address: Gray.Amick@Carolina.com
Signature of Authorized Representative: Gray Amick
Date: 10/19/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2301 Sugar Bush Road, Suite 600 Raleigh NC 27612	CONTACT NAME: Carrie Fowler, CISR PHONE (A/C, No, Ext): 919-786-5673 E-MAIL ADDRESS: carrie.fowler@marshmma.com		FAX (A/C, No): 212-948-9258
	INSURER(S) AFFORDING COVERAGE		
INSURED Carolina Biological Supply Company 2700 York Road Burlington NC 27215	INSURER A : Allmerica Financial Benefit Insurance		NAIC # 41840
	INSURER B : Massachusetts Bay Insurance Company		22306
	INSURER C : Hanover American Insurance Company		36064
	INSURER D : Commerce and Industry Insurance Company		19410
	INSURER E : Hanover Insurance Company		22292
	INSURER F : Navigators Insurance Company		42307

COVERAGES

CERTIFICATE NUMBER: 1249209841

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZZ6D451417	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AW6D420714	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phys Damage Deduct \$ \$500 Comp/Coll
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE015016785	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WH6D419591	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Cyber Liability Excess Liability			LH6D586316 GA21EXRZ071XUIV	1/31/2022 1/1/2022	3/1/2023 1/1/2023	\$5,000,000 Limit \$15,000,000 Limit \$50,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract ITB 20-054 Classroom Supplies and Equipment Catalog Discount

CERTIFICATE HOLDER**CANCELLATION**

Broward College
 Procurement Services
 Cypress Creek Administrative Center
 6400 NW 6th Way
 Ft. Lauderdale FL 33309

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Item Details

Meeting	Apr 12, 2022 - Regular School Board Meeting
Category	Consent Agenda - Purchasing
Subject	C202 Bid #20-054 Classroom Supplies and Equipment Catalog Discounts
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,250,000.00
Budgeted	Yes
Budget Source	General, Grant and Capital Outlay Funds
Recommended Action	Approve renewal of bid #20-054 for the purchase of classroom supplies, equipment and items for all District sites.

Public Content**FEDERAL STATUTE:**

n/a

FLORIDA STATUTE:

1010

SCHOOL BOARD POLICY:

6320

EXECUTIVE SUMMARY:

The District purchases a wide variety of equipment, supplies, and other items for use in its schools, offices, and departments at all locations. The Purchasing Department conducts a solicitation to ensure a wide variety of vendors with sufficient inventory is able to provide and service the District to meet these needs in a timely manner. Staff recommends approval of renewal of this solicitation which establishes rates, discounts, and provides sites with a qualified vendor list to supply items as needed and ordered throughout the year. The renewal is for a two-year term from July 1, 2022 through June 30, 2024. The renewal is recommended to all responsive bidders per the attached tabulation sheet as multiple vendors can best service the needs and size of the District. Orders are placed by individual schools and departments on an as needed basis. The total annual expenditures for each of the 2022-23 and 2023-24 school years is in the amount of \$1,250,000.00.

LEGAL APPROVAL:

n/a

CONTACT:

Dr. Leslie Ricciardelli, Deputy Superintendent
(239) 377-0204
David Nara, Senior Director, Financial Services, Purchasing
(239) 377-0064

[C202_041222_20.054 Classroom Supplies Discount TAB 22.24.pdf \(230 KB\)](#)

Motion & Voting

A motion was made to approve all items on the Consent Agenda as presented, excluding the following board items, which were moved to New Business for further discussion:

- C215 Other Purchase #22-088 Fresh Produce
- C218 Other Purchase #21-002 Printing Services

Motion by Erick Carter, second by Roy M Terry.

Final Resolution: Motion Carries

Aye: Erick Carter, Stephanie Lucarelli, Jen Mitchell, Roy M Terry, Jory Westberry

NOTICE OF AWARD

July 18, 2022

To: All Relevant Awarded Vendors

Re: #20-054 Classroom Supplies & Equipment Catalog Discounts – Renewal

The School Board of Collier County, Florida, meeting in official session on July 14, 2022, voted to approve the award for the above referenced Bid, to your company per the attached tabulation sheet. Prior to commencement, a purchase order will be issued to your company for any orders or upcoming services. Once this document is received, please coordinate all orders/services with the end-user as listed on the purchase order.

At this time, Collier County Public Schools is requesting the following **Administrative Requirements** be satisfied within fifteen (15) working days of receipt of this letter and/or as applicable:

- **Employee fingerprints & Badging (if not already fulfilled)** - Please note that any employee who is not fingerprinted and badged per our requirements will be dismissed from any District site.
- **Current State or County license**
- **Current General, Automobile, and Excess or Umbrella Liability Insurance* (\$1,000,000 per occurrence) certificates**
- **Current worker's compensation insurance* certificate**
- **Other certificates or licenses that were required in the bid (i.e. fire inspector, spray, special certification, etc....)SEE BUYER FOR SPECIFICS HERE**

** Please note all Certificates of Insurance (COI) MUST have a 30-day cancellation notice. Furthermore, the School Board will be listed as the certificate holder / additional insured as follows:*

*The District School Board of Collier County, FL
5775 Osceola Trail
Naples, FL 34109.*


All fingerprint & badging information may be obtained at the District's website <http://www.collierschools.com/hr> under the heading "Fingerprinting & ID Badges". All paperwork shall be submitted to the Purchasing Department via email at purchasing@collierschools.com, or facsimile if desired. **ALL CORRESPONDENCES SUBMITTED SHALL REFERENCE THE BID #.** Please note that ID badges may not be released until all pertinent documentation has been received by CCPS. Failure to meet these requirements within the allotted time listed above or maintain for the duration of the contract may result in the termination of the contract.

Thank you and congratulations on this renewal award. Your interest in Collier County Public Schools is appreciated.

Respectfully,



David W. Nara
Sr. Director, Financial Services, Purchasing



Collier County
Public Schools
Purchasing

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

TABULATION SHEET

# & Title:	#20-054 Classroom Supplies & Equipment Catalog Discounts	Est. Annual Exposure:	\$1,250,000.00
Location:	Districtwide	Funding:	General & Capital
Opening Date:	Renewal	Vendors Notified:	n/a
Term:	July 1, 2022 to June 30, 2024	Bid Documents Obtained:	n/a
		Bids Submitted:	n/a

Vendor		Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
Academic Supplier	*	varies	15%	None	www.academicupplier.net	\$ 50.00	Free
BackPack Gear Inc	*	3%	0%	None	www.backpackgearinc.com	\$ 200.00	50% discount on shipping (contact vendor)
Barnes & Noble Booksellers	*	0 - 35%	0%	Contact vendor for quotes	www.bn.com	None	Free on standard order. Charges apply for expedited orders
Blick Art Materials Ref # QD20000	*	20%	0%	Sales; promo; coupons	www.dickblick.com	None	Free on orders \$49 or more. Charges apply for oversized/overweight items
Cadence Music	*	varies	varies	Contact vendor for quotes	www.cadencemusic.com	None	Free
Carolina Biological Supply Co Ref # P105721	*	5%	5%	Furniture, distance learning kits & curriculum products	www.carolina.com	\$ 250.00	Dock delivery - free; charges apply to orders less than \$250, live or perishable items, hazardous chemicals, inside delivery
Cascade School Supplies	*	35%	15%	None	www.cascadeschoolsupplies.com	None	\$9.95 for orders under \$50 15% on furniture & drop ship
Classroom Plus Inc	*	15%	15%	Equipment (shipping)	www.classroom-plus.com	None	Free on orders over \$100
Complete Book & Media Supply	*	5-50%	5-50%	Net priced items	http://www.completebook.com/	None	Free for orders \$50 or more
Curriculum Associates	*	0-29%	0%	Does not include i-Ready		Depends on product	10% of total order
Demco Ref # C01006	*	18%	7%	Security, Software, LittleBits, Dr. Seuss, Pete the Cat, Eric Carle & Mo Willems	www.demco.com	\$75	Free for orders \$75 or more Charges apply for express & drop ship

Vendor	Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
Discount School Supply *	20%	20%	Promotions	www.discountchoolsupply.com	None	Free for stock orders \$199 or more. Less than \$199=15% or \$6.95 whichever is greater; drop ship=15%
Fisher Scientific Company *	33%	33%	"ND" items; refrigerated, frozen or live products, Life Tech, expedited or special shipping service	www.fisheredu.com	None	Free except for: live, hazardous, motor freight, expedited shipping
Flinn Scientific Ref # 219157 *	12%	12%	Live material; lab furniture; technology; e-learning	www.flinnsci.com	None	Free; FOB destination
Follet School Solutions & Follett Content Solutions *	5%	0%	None	www.titlewave.com	None	Free
Global Equipment Co *	10%	10%	Inventory reduction prices, promotions, special orders, custom products	www.globalindustrial.com	Varies by product	Varies by product
Kaplan Early Learning *	17%	0%	Sales, gift certificates, playground structures, technology	www.kaplanco.com	\$ 300.00	FOB Destination
K-Log Inc *	0%	5%	None	www.k-log.com	None	FOB Destination
Kits For Kidz *	10%	0%	None	www.kitsforkidz.org	\$ 500.00	Free
Lakeshore Learning Materials *	5%	5%	Sales	www.lakeshorelearning.com	None	Free
Lightspeed Technology *	0%	22-27%	Installation		None	Free except for expedited shipping
Mackin Educational Resources *	5%	0%	A/V media, Makerspace, Playaway, streaming video	www.mackin.com	None	Free
Nasco Education & Nasco Healthcare Ref # 51259 *	10-20%	0%	None	www.enasco.com	\$199	Free except for live material "LM" or truck shipments
Perfection Learning *	0-30%	none	Proprietary titles: Perfection Learning, AMSCO, Kinetic	www.perfectionlearning.com	None	Orders under \$1000 - 12% + \$5.99 orders over \$1000 - 12%
Pro Audio Services Inc *	10-25%	10-25%	Repairs		None	Ground shipping

Vendor	Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
Really Good Stuff *	3%	0%	Coupons; promotions	www.reallygoodstuff.com	None	Depends on products ordered
Rifton Equipment *	0%	25%	None	www.rifton.com	None	Free
S&S Worldwide *	22%	0%	Sales; internet specials; quantity discounts	www.ssw.com	None	Free except for drop ship items
Sallee Promotions Inc *	10%	10%	None		None	Varies
Sargent Welch *	33%	33%	All items with the price ending in "9"	www.sargentwelch.com	None	Free except: expedited orders, live, hazardous, or temperature sensitive items; motor freight
School Health Corp Ref # 3720565 *	13%	13%	Manufacturer restrictions; promotions	www.schoolhealth.com	None	Free on orders over \$125
School Outfitters *	2%	2%	Must request a quote	www.schooloutfitters.com	None	Varies
School Specialty Inc Ref # 7791600099 *	34%	14%	Net price "N" items; items marked "no discount"	www.schoolspecialty.com	None	Prefix 5: \$5 - 12% or order Prefix 9: \$9.95 - free over \$49 Prefix 6: free
SchoolHouse Products Inc *	0%	varies	None	www.schoolhouseproducts.com	None	Varies
TouchMath LLC *	0-10%	0%	None	see price list	None	Included in price
Troxell Communications Inc *	1-77%	1-77%	None	www.trox.com/products.htm	None	FOB destination
Wards Science *	15%	15%	All items with the price ending in "9"	www.wardsci.com	None	Free except: expedited orders, live, hazardous, or temperature sensitive items; motor freight
Wenger Corp *	0%	5%	None	www.wengercorp.com	None	FOB destination
* Recommend approval of renewal as vendors have agreed to renew at the same rates as 2020/22 school year. Multiple vendors are awarded to ensure availability and a source of supply is readily available.				Opened By:	Renewal	
				Witnessed By:	N/A	
				Date To Board:	April 12, 2022	



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

BID TABULATION SHEET

Bid# & Title:	20-054 Classroom Supplies & Equipment Catalog Discounts
Opening Date:	February 4, 2020
Location:	Districtwide
Term:	July 1, 2020 to June 30, 2022
Est. Annual Exposure:	\$1,250,000.00
Funding:	General and Capital
Vendors Notified:	45
Documents Obtained:	45
Submittals:	37

Vendor		Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
BackPack Gear Inc	*	3%	0%	None	www.backpackgearinc.com	\$ 200.00	50% discount on shipping (contact vendor)
Barnes & Noble Booksellers	*	0 - 35%	0%	contact vendor for quotes	www.bn.com	None	Free on standard order. Charges apply for expedited orders
Blick Art Materials	*	20%	0%	sales; promo; coupons	www.dickblick.com	None	Free on orders \$49 or more
Cadence Music	*	varies	varies	contact vendor for quotes	www.cadencemusic.com	None	Free
Carolina Biological Supply Co Ref # P105721	*	5%	5%	furniture, distance learning kits	www.carolina.com	\$ 200.00	Dock delivery - free; charges apply to orders less than \$200, live or perishable items, hazardous chemicals, inside delivery
Cascade School Supplies	*	35%	15%	None	www.cascadeschoolsupplies.com	None	\$9.95 for orders under \$50 15% on furniture & drop ship
Complete Book & Media Supply	*	5-50%	5-50%	Net priced items	http://www.completebook.com/	None	Free for orders \$50 or more
Demco Ref # C01006	*	18%	7%	security, software, LittleBits, Dr. Seuss	www.demco.com	\$75	Free for orders \$75 or more Charges apply for express & drop ship
Discount School Supply	*	18%	18%	promotions	www.discountschoolsupply.com	None	Free for stock orders \$99 or more. Less than \$99=\$10; drop ship=15%
Fisher Scientific Company	*	33%	33%	"ND" items; refrigerated, frozen or live products, Life Tech, expedited or special shipping service	www.fisheredu.com	None	Free except for: live, hazardous, motor freight, expedited shipping
Flinn Scientific Ref # 219157	*	12%	12%	Live material; lab furniture; technology; e-learning	www.flinnsci.com	None	Free; FOB destination
Follet School Solutions	*	5%	0%	None	www.titlewave.com	None	Free

Vendor		Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
Global Equipment Co	*	10%	10%	inventory reduction prices, promotions, special orders, custom products	www.globalindustrial.com	Varies by product	Varies by product
Kaplan Early Learning	*	17%	0%	sales, gift certificates, playground structures, technology	www.kaplanco.com	\$ 300.00	FOB Destination
K-Log Inc	*	0%	5%	None	www.k-log.com	None	FOB Destination
Kits For Kidz	*	8%	0%	None	www.kitsforkidz.org	\$ 500.00	free
Lakeshore Learning Materials	*	5%	5%	sales	www.lakeshorelearning.com	None	Free
Lightspeed Technology	*	0%	22-27%	Installation		None	Free except for expedited shipping
Mackin Educational Resources	*	5%	0%	A/V media, Makerspace, Playaway, streaming video	www.mackin.com	None	Free
Mentoring Minds	*	0-29%	0%		www.mentoringminds.com	Depends on product	10% of total order
Nasco Ref # 51259	*	10-20%	0%	None	www.enasco.com	\$199	Free except for live material "LM" or truck shipments
Perfection Learning	*	0-30%	none	Proprietary titles: Perfection Learning, AMSCO, Kinetic	www.perfectionlearning.com	None	orders under \$1000 - 12% + \$5.99 orders over \$1000 - 12%
Pro Audio Services Inc	*	10-25%	10-25%	repairs		None	ground shipping
Really Good Stuff	*	3%	0%	coupons; promotions	www.reallygoodstuff.com	None	Depends on products ordered
Rifton Equipment	*	0%	25%	None	www.rifton.com	None	Free
S&S Worldwide	*	22%	0%	sales; internet specials; quantity discounts	www.ssw.com	None	Free except for drop ship items
Sallee Promotions Inc	*	10%	10%	None		None	varies
Sargent Welch	*	33%	33%	all items with the price ending in "9"	www.sargentwelch.com	None	Free except: expedited orders, live, hazardous, or temperature sensitive items; motor freight
School Health Corp Ref # 3720565	*	13%	13%	manufacturer restrictions; promotions	www.schoolhealth.com	None	Free on orders over \$125
School Outfitters	*	2%	2%	must request a quote	www.schooloutfitters.com	None	varies
School Specialty Inc Ref # 7791600099	*	34%	14%	net price "N" items; items marked "no discount"	www.schoolspecialty.com	None	Prefix 5: \$5 - 12% or order Prefix 9: \$9.95 - free over \$49 Prefix 6: free

Vendor		Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
SchoolHouse Products Inc	*	0%	varies	None	www.schoolhouseproducts.com	None	varies
Teaching Strategies	R	0%	0%				
TouchMath LLC	*	0-10%	0%	None	see price list	None	Included in price
Troxell Communications Inc	*	1-77%	1-77%	None	www.trox.com/products.htm	None	FOB destination
Wards Science	*	15%	15%	all items with the price ending in "9"	www.wardsci.com	None	Free except: expedited orders, live, hazardous, or temperature sensitive items; motor freight
Wenger Corp	*	0%	5%	None	www.wengercorp.com	None	FOB destination
* RECOMMEND APPROVAL OF PURCHASE FROM ALL VENDORS LISTED, TO BE UTILIZED ON AN AS NEEDED BASIS THROUGHOUT THE SCHOOL YEAR FOR ANY AND ALL SITES THROUGHOUT THE DISTRICT. R: REJECTED (NO DISCOUNTS OFFERED)					Opened By: Witnessed By: Date To Board:	Tricia Roberts Cynthia Perez May 12, 2020	



CCPS

Collier County
Public Schools
Purchasing

INVITATION TO BID

Bid Number and Title:

20-054 Classroom Supplies & Equipment Catalog Discount

Posting Date:

January 16, 2020

Bid Due Date & Time:

2:00PM, Tuesday, February 4, 2020

ITBs received after this time and date will not be accepted

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

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

Acknowledgement

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

Company Name:

Phone #:

Fax #:

Street Address:

City:

State:

Zip Code:

E-Mail Address:

Website (optional):

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

X	
Authorized Signature (Manual)	Date
Typed / Printed Name	Title

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

<input type="checkbox"/>	1. Specifications were unclear or restrictive	<input type="checkbox"/>	6. We do not offer the product or service requested
<input type="checkbox"/>	2. Our schedule will not permit us to respond	<input type="checkbox"/>	7. Cannot supply at this time.
<input type="checkbox"/>	3. Could not meet specifications	<input type="checkbox"/>	8. Cannot meet delivery schedule
<input type="checkbox"/>	4. Terms & Conditions were unclear or restrictive	<input type="checkbox"/>	9. Other/Remarks:
<input type="checkbox"/>	5. Could not meet Insurance requirements	<input type="checkbox"/>	

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

**"SEALED BID #20-054 Classroom Supplies & Equipment Catalog Discount
2:00PM, Tuesday, February 4, 2020"**
 BIDDER NAME
 BIDDER ADDRESS, CITY, STATE, ZIP CODE
 BIDDER PHONE #
 BIDDER E-MAIL ADDRESS

Section 1 - General Conditions & Instructions

PLEASE READ CAREFULLY

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

CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

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

1.1 Definitions

For the purpose of this Invitation to Bid (ITB) and evaluation to responses the following shall apply: written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). The word “shall” is always mandatory and not merely directory. Furthermore, the following words and phrases shall have these meanings:

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

1.2 Bid Submissions

- a. Submittals not conforming to the instructions provided herein will be subject to disqualification at the sole option of CCPS.
- b. The bidder, by submitting a bid represents that:
 - i. It has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
 - ii. It possesses the capabilities, resources and personnel necessary to provide efficient and successful service to CCPS
 - iii. It has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the performance of the contract. If bidder receives an award, failure to have made any necessary investigation/examination will in no way relieve the bidder from its obligations to comply with this ITB, nor will it be a basis for any claim for additional compensation or relief.
- c. All bids shall be submitted in a sealed envelope / packaged and clearly labeled PER THIS ITB to the PURCHASING DEPARTMENT, and received no later than the date and time as indicated herein. Any submittal received after the stated time and date, will be rejected and may be returned unopened to the vendor(s).
- d. All bids shall be typed or written in ink on the attached bid forms. All spaces requesting information shall be completed.
- e. ITB shall contain a manual signature in the space(s) provided, which shall be scanned and submitted electronically, of a representative authorized to legally bind the bidder of any and all conditions and provisions herein. All signatures and initials must be in ink. The use of erasable ink or pencil is not permitted.
- f. **One (1) electronic copy of bid**, to include any and all documentation, in PDF format, must be submitted on a Flash Drive in a sealed envelope as described herein. Electronic submittal MUST contain manual signatures and initials in the appropriate areas. Please note the ITB # and name of bidder on any drive. If confidential materials are submitted, bidder may submit a 2nd drive with confidential material and label with ITB #, name of bidder and “CONFIDENTIAL”. *(Please note that it is not necessary to return every page of this ITB*

with the bid proposal; return only the pages that require information or signatures).

- g. All flash drive files shall be in a PDF document compatible with Microsoft versions dated between 2010 and 2013.
- h. Bids may be hand delivered to the Business Office, Purchasing Department, 5775 Osceola Trail, Naples, FL 34109, forwarded by United States Mail, or other delivery service available. CCPS disclaims any responsibility for bids forwarded by the U.S. Mail or other delivery service and received beyond the bid-opening deadline.
- i. Neither CCPS nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidder(s) should prepare ITB’s simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the ITB.
- j. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s) and initialing of the correction(s) by the originator. Correction fluid of erasure corrected bids will be considered non-responsive for the corrected items only.

1.3 Bid Opening and Analysis

- a. Bids will be publicly opened in the Purchasing Department, read aloud and recorded at the time and date indicated within ITB. Bidder(s) may, but are not required to attend. CCPS will not announce prices or release other materials pursuant to 119.07 Florida Statutes.
- b. Bids will be analyzed, tabulated, and recommendations for award, which the Superintendent intends to make to the School Board or the Purchasing Department intends to make for projects less than \$50,000, will be posted by tabulation sheet at the School District of Collier County, Dr. Martin Luther King, Jr. Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as on-line at CCPS’s purchasing website: www.collierschools.com/purchasing and at www.demandstar.com. Notification to all bidder(s) will be made by e-mail or fax. Date and time stamp from the Purchasing Department’s fax machine or date and time of e-mail posting, will constitute the time of notification.
- c. Bidders who feel they will be adversely affected by the recommendation(s) may protest under provisions of Board Policy 6320-Bid Protest attached hereto. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.

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

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

by facsimile, electronic mail, USPS or other regular mail delivery service as follows:

CCPS Contact: Tricia Roberts, Senior Buyer
Street Address: PURCHASING DEPARTMENT
 5775 Osceola Trail, Naples, FL 34109
Fax Number: (239) 377-0047
Electronic Mail: purchasing@collierschools.com

- c. All requests, questions and inquiries shall be received at least seven (7) business days, unless otherwise stated within this ITB, prior to the due date.
- d. Any and all written inquiries received within the allotted time frame may be answered directly to the inquiry with a reference of the solicitation document where the answer can be found. If further clarification is necessary, questions will be compiled and official responses will be developed by appropriate CCPS employees. The compilation of written questions and their official responses will be issued solely by, and at the discretion of, the Purchasing Department in the form of an e-mail, memorandum or an Addendum (if necessary) and posted on CCPS's website: www.collierschools.com/purchasing and on www.demandstar.com. Bidder should ensure that all addenda and amendments to the ITB have been received prior to submitting its response.
- e. All questions will be attempted to be answered by CCPS in a timely manner, however CCPS is not obligated nor liable for the failure to respond to bidders' questions prior to the due date of the solicitation.
- f. It is the responsibility of the bidder(s) to make sure they have all addenda associated with this ITB. Addenda will be posted on CCPS's website: www.collierschools.com/purchasing and on www.demandstar.com, and may be e-mailed, faxed or made available upon request. CCPS is not responsible to e-mail or mail addenda directly to potential bidders. Any and all addenda issued shall be acknowledged by signature and returned with ITB, unless otherwise instructed on the Addenda. Failure to acknowledge addenda may result in rejection of bid.
- g. Only interpretations, supplemental instructions, and corrections so given in writing by the Purchasing Department representative shall be binding. Bidder(s) and Prospective Contractor(s) are advised that no other source is authorized to give interpretations, supplemental instructions, corrections, or information concerning, explaining, or interpreting the ITB. Any verbal interpretation/modification will not be considered part of this ITB and therefore, CCPS will not be held accountable. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- h. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's bid and shall not be considered in the evaluation of bids submitted and shall be considered inadmissible in bid dispute proceedings. Proposers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this ITB by any other means than the process described herein.
- i. No addendum will be issued later than three (3) calendar days prior to the due date for bids, except an addendum withdrawing the ITB or one that includes postponement of the date for receipt of bids.
- 1.5 Award**
- a. The School Board or Purchasing Department reserves the right to award the contract(s) to the bidder(s) that it deems to offer the lowest responsive and responsible bid(s), as defined by this ITB. The Board and/or Purchasing Department are therefore not bound to accept a bid on the basis of lowest price. Award will be made to the lowest responsive, responsible bidder whose bid represents the best overall value to CCPS when considering all evaluation factors and that meet or exceed the minimum requirements of this ITB.
- b. The School Board or Purchasing Department will award contract(s) based on bid pricing, qualifications and references, as well as bidder's ability to meet or exceed the minimum requirements of this ITB.

- c. During the evaluation and review of bid(s), CCPS may consider any information or evidence which comes to its attention. This information may be utilized in determining the bidder's capability to fully perform the services of this ITB and/or the bidder's level of integrity and reliability that is required to assure satisfactory performance of any and all award or contracts produced from this ITB.
- d. In order to be considered for an award, each bidder must fully complete the ITB and provide all necessary documentation to fully demonstrate the bidder's capabilities and qualifications. Failure to complete ITB or supply the required documentation will be grounds for rejection of bid.
- e. CCPS retains the option of awarding a single contract, based on the overall low bid for all items, or to award multiple contracts, based on low bid per item, group of items or any combination thereof. Furthermore, CCPS reserves the right to award to primary and alternate vendors to insure a source of supply is readily available.
- f. This ITB does not commit the School Board to make an award nor shall CCPS be responsible for any cost or expense incurred by any contractor prior to the execution of a purchase order or contract agreement.
- g. The obligations of CCPS under an award of this ITB are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available funding.
- h. Any and all award(s) made as a result of this ITB shall conform to applicable School Board Policies, State Board Rules, and State of Florida Statutes.
- i. CCPS reserves the right to award only a portion of the items and/or services specified, if it is deemed to be in its best interest.

1.6 Funding Out / Termination / Cancellation

- a. Florida Laws prohibit Public Employers from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- b. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- c. The following funding out provisions is an integral part of this ITB and must be agreed to by all respondents:
 CCPS may, during the contract period, terminate or discontinue the services covered in this proposal at the end of CCPS's then current fiscal year upon ninety (90) days prior written notice to the successful respondent. Such written notice will state:
- That the lack of appropriated funds is the reason for termination, and
 - "This written notification will thereafter release CCPS of all further obligations in any way related to the services covered herein."
 - The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

1.7 Bid Withdrawal

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

1.8 Bid Rejection

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

1.9 Unreasonable Bid

CCPS is not bound to accept any bid, quote or proposal it may receive under this ITB. In addition, CCPS will reject submittals which are considered to have been priced unreasonably low and will determine the vendor to be Non-Responsive. Unreasonable low pricing shall be at the determination of CCPS.

1.10 Non-Exclusive Contract

Any contract award(s) resulting from this ITB shall **not** be construed as an exclusive means for CCPS to acquire services, equipment, supplies or maintenance as outlined in this bid. CCPS reserves the right, during the term of this contract, to issue separate formal and/or informal competitive solicitations for the acquisition of these services or commodities. Furthermore, CCPS reserves the right to enter into purchase agreements for these commodities/services based on awards made by the State of Florida, other governmental entities, other CCPS awards or contracts available through national purchasing alliances.

1.11 State of Florida Purchasing Agreements/Contracts

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

1.12 Termination of Contract

- a. In the event the successful contractor violates any of the provisions of the contract, CCPS may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for intention to terminate the contract, and, unless five (5) days after serving such notice upon the bidder, such violation(s) cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said five (5) days, cease and terminate, but the liability of such bidder and his surety for any and all such violation(s) shall not be affected by any such termination.
- b. CCPS shall retain the right to terminate the contract without cause, with thirty (30) days written notice. If said contract should be terminated for convenience as provided herein, CCPS will be relieved of all obligations under said contract. CCPS will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.
- c. Repeated instance of failure to perform may result in immediate cancellation of the contract and removal of the Contractor from consideration on other CCPS contracts for a duration of the contract period or for three (3) years, whichever is longer, at the discretion of the Director of Purchasing.
- d. In the event the Contractor wishes to terminate the contract, it must submit its request in writing to the Purchasing Department. Request must give a 30-day notice of cancellation and should list any reasons why contract is being terminated. Failure to give proper notice may result in the withholding of monies owed or reduction of monies owed for any expense incurred from failure to submit proper notification of cancellation.

1.13 Pricing

- a. All pricing submitted will be firm for the duration of the contract.
- b. Pricing shall be based on FOB Collier County, Florida and will include all packaging, handling, shipping charges, and delivery to any point within Collier County, Florida to a secure area or inside delivery. No other additional monies will be permitted.
- c. CCPS is exempt and does not pay Federal Excise and State of Florida sales taxes. Certificate of exemption available upon request.
- d. Any discrepancy or error in bid pricing, the unit price will govern. All calculation errors will be recomputed by the Purchasing Department.

1.14 Additional Terms

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

1.15 Content of ITB/Bidder Response

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

1.16 Order Placement, Purchase Orders and Procurement Cards

Award does not constitute any order(s). After approval of an award has been made of this ITB, CCPS will place orders utilizing one of the following procedures:

- a. *CCPS issued purchase orders* (blanket or normal): Purchase orders will be either a blanket purchase order to cover a specific period of time and dollar amount for multiple purchases against it, or a normal purchase order that is issued for specific items.
- b. *School/Site based internal account purchase order*: A specific site or school will issue a purchase order through the site's bookkeeper and will be processed at the school level. Please note that schools may vary in their ordering and payment procedure.
- c. *Procurement Card*: Sites or departments may place orders utilizing a CCPS issued procurement card. Only authorized staff will be allowed to submit orders via the procurement card.

Contractor(s) shall not provide any items or services, on any CCPS initiated order without one of the above ordering methods. It will be the responsibility of the Contractor to fully understand the order and how and when to process according to how the order is placed. Failure to allow orders placed by any of the above methods may be cause for rejection of bid and/or termination of contract.

1.17 Survivability

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

1.18 Invoicing & Payment

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

1.19 Hold Harmless & Indemnification Agreement

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

1.20 Protection of Property

The contractor shall at all times guard CCPS property against damage or loss to property. The contractor shall replace any loss; repair any damage to CCPS property, attainable to the contractor or its associate(s). CCPS may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor.

1.21 Safety Standards

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

1.22 New Items / Warranty

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

1.23 Public Entity Crimes

Bidders shall be aware of the provision of paragraph (2)(a) of Section 287.133, Florida Statutes which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.24 Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.25 Bullying & Harassment

Vendor, contractor and all affiliates agree to abide by provisions of Board Policy 5517.01 for non-tolerance of bullying and harassment of all students and employees.

1.26 Minority, Small and Women Owned Businesses

CCPS encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in

contracting opportunities. Bidder may submit certification or other documentation of its MWBE practices.

1.27 Conflict of Interest

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

1.28 Unauthorized/Illegal Aliens

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

1.29 Debarment

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

1.30 Drug-Free Workplace Certification

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

1.31 Smoke and Tobacco Free Environment

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

1.32 Possession of Weapons & Other Destructive Devices

- a. Possession of weapons and other destructive devices will not be tolerated on any CCPS property (except authorized law enforcement personnel, or persons pre-approved by the Superintendent). The term "weapon" and/or "destructive device" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting death, serious bodily injury, or property damage, as well as endangering the health and safety of persons. Weapons and destructive devices include, but are not limited to, firearms, guns of any type, bombs, explosive, explosive devices, poison gas, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, or any other category of weapon and/or destructive device as set forth in F.S. 790.001.
- b. CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if weapon/firearm stays in the vehicle, is securely encased and is not readily accessible for immediate use, except as authorized in support of school-sanctioned and supported activities including, but not limited to, property leased, owned, or contracted for by CCPS, a school-sponsored event, or in a CCPS vehicle
- c. If any employee of an independent contractor or sub-contractor is found to have brought a firearm on CCPS property, said employee will be terminated from the project by the independent contractor or sub-contractor. If the subcontractor fails to terminate said employee, the

sub-contractor's agreement with the independent contractor for the project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with CCPs shall be terminated.

1.33 Force Majeure

The contractor(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots rebellions and acts of nature beyond the control of the contractor(s), unless otherwise specified.

1.34 Public Records

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

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

1.35 Disputes

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of CCPS shall be final and binding on both parties.

1.36 Misrepresentation

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

1.37 Governing Laws and Venue

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

1.38 Buy American

CCPS shall procure any agricultural commodity and/or food product, to the maximum extent practicable, that is produced/processed in the United States per 7 CFR, 201.21. Furthermore, except in instances where certain food commodities or products are not available from production in the United States:

- a. No food items covered by this solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's.
- b. All American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.082 FS.

1.39 Other Provisions

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

- a. **Energy Policy and Conservation** (42 US Code 6201),
- b. **Equal Employment Opportunity** (41 CFR 60-1.4(5)),
- c. **Funding Agreement (Rights to Inventions) (37 CFR 401.2 (a))**
- d. **Contract Work Hours and Safety Standards Act** (29 C.F.R. Part 5)
- e. **Clean Air and Water Pollution Acts** (42 USC. 7401-7671q and 33 USC 1251-1387)
- f. **Acquisition of Unnecessary or Duplicative Items** (2 CFR 200.318 (d))

1.40 Other Agencies

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

1.41 Additional Information

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

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

Section 2 – Bidder Requirements

2.1 Purpose

The purpose of this ITB is to establish firm percentage discount(s) for the purchase of classroom supplies and equipment to be used at various sites throughout CCPS, abiding by the minimum requirements set hereto. The primary vendors to supply these items to CCPS will come from this bid.

2.2 Contract & Term

- a. The contents of this ITB and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.
- b. All prices bid shall be for a two year period beginning **July 1, 2020 and ending June 30, 2022**. Contract may be renewed annually on expiration date of original contract. This renewal may be accomplished for up to two (2) times, upon mutual agreement of both parties, under the same terms and conditions as the original award. Renewals will be for a two (2) year period, from July 1 to June 30. All renewals are contingent upon satisfactory performance of the Contractor(s) and the availability of funds. Actions taken under this provision will be at the option of CCPS.
- c. The Purchasing Department will, if considering renewal, request a letter of intent to renew from the Contractor prior to the end of the current contract period. If needed, the contract will be extended ninety (90) days at the current pricing beyond the contract expiration date. Contractor will be notified when the recommendation has been acted upon by the Board.
- d. In the event the resulting agreement is terminated, not renewed or naturally expires, the Contractor agrees that CCPS may provide written notice to the Contractor retaining the services for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until CCPS has established a new agreement. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

2.3 Qualifications of Bidder

- a. Only responsible Bidders, who normally have knowledge and experience of, and are currently engaged in providing classroom supplies and equipment, will be considered for award of this ITB. Qualified bidders shall have adequate inventory, organization, facilities, personnel, inventory and other resources necessary to insure prompt, efficient and satisfactory service and supply to CCPS. Awarded Contractor(s) will be determined by previous experience and satisfactory performance of at least three (3) contracts or orders for similar materials and quantities within the last year, demonstrated by their references. The Bidder shall be in sound financial position, licensed, and be capable of meeting CCPS's needs.
- b. CCPS reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information CCPS staff may deem necessary for further clarification or clarification of items submitted.

2.4 Inspection of Organization

- a. CCPS reserves the right before recommendation of an award to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the bidder's submittal and its ability to supply CCPS as necessary under this ITB at or above a satisfactory level. CCPS further reserves the right to reject bids where investigation and evaluation or other evidence submitted indicates an inability of the bidder to meet all requirements or to supply CCPS under this ITB. The ability or inability to meet all requirements and service CCPS under this ITB will be at the discretion of CCPS.
- b. Contractor shall at all times during the Contract remain responsive and responsible. Contractor must be prepared, if requested by CCPS, to present evidence of experience, ability, and financial standing, as well

as a statement as to plant, machinery, and capacity of the contractor for the items under this ITB. If CCPS determines that the conditions of the solicitation documents are not complied with, or that the services/items to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, CCPS may reject the response or terminate the Contract.

- c. Bidder may be disqualified from receiving awards if anyone in its employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- d. This section shall not mean or imply that it is obligatory upon CCPS to make an investigation either before or after award of the Contractor, but should CCPS elect to do so, contractor is not relieved from fulfilling any and all Contract requirements or documents.

2.5 References

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

2.6 Previous Experience with CCPS

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

2.7 Organization Description

A description of the bidder's organization must be completed in the appropriate area on the bid sheet. Description shall include, but not limited to, history of organization, description of services/commodities provided, locations, number of years in business, etc. Failure to supply an organization description may result in rejection of bid.

2.8 Licenses

- a. Bidder shall possess all applicable business licenses required to supply items under this ITB.
- b. Business Tax Receipt: Copy of current business license from bidding vendor to operate and sell the requested products within Collier County, Florida, **must be submitted with ITB**. Either a state or county occupational license or business tax receipt will be acceptable. All licenses shall have current name and address of bidder. If bidder has moved since the issuance of the license, it must document as such with a written explanation and submit with bid. Failure to supply a copy of license(s) may be cause for rejection of ITB.
- c. License must be valid / current at the time of submittal and shall be maintained throughout the duration of the contract and submitted to CCPS as necessary. Furthermore, the Contractor for the duration of the contract shall comply with all Federal, State and Local rules, regulations and licensing requirements necessary to perform the services required under this ITB.

- d. Bidder may submit any other State Licenses, certificates or other licensure, which will further demonstrate its capabilities.

2.9 Service Representative

The bidder must provide information on its person(s) to be contacted for the placement of an order and the coordination of service or other assistance needed by CCPS.

Section 3 – Contractor Requirements

3.1 Contractor Performance

- a. Contractor(s) shall maintain an acceptable level of satisfactory service throughout the duration of the contract. To insure the security of this level of performance, CCPS reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services, or any reason deemed necessary by CCPS. Reasons for any withholdings will be provided to the Contractor in writing along with an acceptable time frame the Contractor has to fulfill any and all of the reasons to bring the level of service back to satisfactory. If services are not corrected within the time frame allocated by the ordering department or its designee, then contract may be terminated. Furthermore, CCPS has the right to subtract any costs incurred to CCPS from the invoices or monies owed due to the unsatisfactory performance of Contractor. The withholding of any monies and the subtraction of costs/fees incurred, will be used at the discretion of CCPS. If no monies are owed to a contractor and performance levels are below satisfactory then termination of contract as outlined in this ITB will apply.
- b. It shall be the responsibility of the contractor to be knowledgeable and familiarize itself with any and all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the services provided under this ITB, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- c. Contractor shall perform any and all services in accordance with any and all federal, state, county and city statutes, laws and regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Contractor. Lack of knowledge by the contractor will in no way be a cause for relief from responsibility.

3.2 Trial Period

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

3.3 Acceptance

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

3.4 Right to Require Performance

The failure of CCPS, at any time, to require performance by the contractor of any provision herein shall in no way affect the right of CCPS thereafter to enforce same, nor shall waiver by CCPS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

3.5 Background & Identification Badges

- a. Bidder shall adhere to all CCPS & State requirements pertaining to fingerprinting and badging. Bidder shall review and complete **Exhibit JLA** attached hereto and submit with its bid.
- b. Pursuant to School Board Policy 8475, all contractual personnel of Collier County Public Schools shall be subject to a criminal background check. This includes any and all sub-contractor employees. As deemed necessary by the CCPS Legal Department.
- c. **After award of bid, contractors' and sub-contractors' employees may need to be screened pursuant to CCPS policy 1121.01. The fee schedule and other important information pertaining to fingerprinting can be obtained on our website at <http://www.collierschools.com/hr> under the heading "Fingerprinting & ID Badges". Failure to comply will result in the immediate termination of contract and removal from the bid list for a period of three (3) years.**
- d. Contractor employees are required to wear, **at all times on any site**, State issued identification badges per CCPS policies and the Jessica Lunsford Act. Employees will not be allowed on any CCPS site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Continued non-compliance with this clause may result in the termination of contract(s). Please note that Contractor(s) must submit all COI's, licenses etc... before badges can be issued.
- e. *****Contractor employees using badges from another, terminated or retired employee is strictly PROHIBITED and will be cause for immediate termination of contract***.**
- f. Please note fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility to insure they meet all State and CCPS requirements.

3.6 **Insurance Requirements**

- a. **Certificate of Insurance**
Certificates of Insurance (COI), as outlined herein, shall be furnished to CCPS upon receipt of approval of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name Collier County Public Schools as an additional insured as follows:

The District School Board of Collier County, FL 5775 Osceola Trail
Naples, Florida 34109.

All certificates shall list the ITB # and title and be submitted to Ms. Tiffany Alzamora, Purchasing Department either via e-mail (purchasing@collierschools.com) or facsimile ((239) 377-0074). Failure to provide a COI shall be cause for termination of contract.

- b. **Duration of Insurance Policies**
All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies cannot be cancelled without a thirty (30) day prior written notice to the parties insured.
- c. **Insurance Policy Review**
Insurance policies may be submitted for review to the School Board's attorney and/or the Purchasing Department. Said policies shall be in form and content satisfactory to the CCPS's said representatives. Said policies shall also name CCPS as an additional insured party where specified herein.
- d. **Worker's Compensation**
Contractor(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- e. **Comprehensive General Liability**

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

f. Business Automobile Liability

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

3.7 Contractor Awareness

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

3.8 Contractor Employee Conduct

- a. Contractor shall be responsible to CCPS for the acts and omissions of its employees and their agents and employees, and other persons performing any of the work under a contract with the awarded Contractor(s) of this ITB.
- b. ****The Contractor shall strictly prohibit interaction between its employee(s), suppliers or anyone involved in any manner with projects under this ITB and the student population.****
- c. Contractor employees will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior. Contractor employees will refrain from using foul, abusive or profane language on CCPS property. The Contractor shall prohibit its employees from disturbing CCPS property that is not within the employee's scope of responsibility.
- d. Contractor shall require its employees to comply with the instructions pertaining to conduct and School Board regulations, issued by duly appointed officials, such as the Principal. CCPS officials may require that the contractor immediately remove any employee from working on CCPS premises for violating any School Board policies, general misconduct or terms of this agreement.
- e. CCPS reserves the right to require a change in service of any contractor employee if the conduct by the Contractor's personnel, in the opinion of CCPS, is unprofessional.

3.9 Employee Dress Code

Employees of the Contractor shall be required to dress in accordance with CCPS's dress code policy. The Contractor shall require employees to be dressed in their work attire when reporting to work and/or arriving at any CCPS site.

Section 4 – Description of Products

4.1 Description & Estimated Expenditure

- a. CCPS intends to purchase classroom supplies and equipment under this ITB, for various sites located throughout CCPS. The need exists to have a proper source of supply that is responsive, readily available and able to meet CCPS requirements with minimum delay in acquisition and/or delivery.
- b. Yearly expenditures under this bid have been estimated at \$1,250,000.00. This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A wide variance in actual expenditures can be expected due to “as necessary” or “emergency” procurement habits. Therefore, **no guarantee** is given or implied as the total quantity or dollar values of this bid. CCPS is not obligated to place any order with vendors participating in this bid. Contract awards will only guarantee a specific source of supply for CCPS, and **will not** guarantee or obligate total dollar expenditure.

4.2 Websites / Catalogs

- a. All bidders must submit website addresses for on-line pricing and/or catalog(s) with the bid and submit new catalogs as they become available.
- b. If your company has specialized websites or catalogs, you may submit separate bids for each by duplicating the Bidder Acknowledgement sheet and Bid sheet. Additional bids may be submitted in the same envelope. The Bidder Acknowledgement and Bid sheet must be completed for each additional bid.

4.3 Adding New Vendors

This contract will remain open to add new vendors during the lifetime of the bid if the vendor applying files all the necessary bid documents per the bid specifications.

4.4 Quantity

No guarantee is given or implied as to the quantity or dollar value of this bid. CCPS is not obligated to place any orders with vendors participating in this bid. All schools and departments will be encouraged to refer to catalogs and discounts of participating vendors in their attempt to fill their requirements at the lowest net prices.

4.5 Exempt From This Bid

Purchase shall not include items available at lower prices on other CCPS bids, State of Florida contracts, or other public entity bids. CCPS reserves the right to bid separately any item if deemed in the best interest of the School Board.

4.6 Area Sales Representative

Bidders are to indicate in the space provided on the bid response form the name, telephone number, fax number, and email address of the company sales representative and a catalog website.

4.7 Pricing / Discounts

- a. Bidders are invited to offer a maximum discount off the vendor’s website or catalog list price on supplies and equipment. Bidders are to bid a flat percentage discount that will be applied to items on the vendor’s website or current catalog. Bidders may also offer discount tiers based on volume.
- b. All prices or discounts submitted under this ITB shall be quoted F.O.B. destination, include delivery to any CCPS site and shall be firm for the duration of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to CCPS during the course of the contract. If any additional charges are necessary, please list them as indicated on the bid sheet.
- c. If no discount is offered, either a NB or blank will be sufficient.
- d. Bidder may offer varied discounts on additional items, materials or specialty items, if it chooses to. Any and

all discounts shall be clearly listed and described on the bid sheet or attached with submission.

**A list of retail/catalog prices shall be supplied to CCPS upon written request.*

4.8 Catalogs / Inventory List / Website

- a. Bidder shall indicate on the bid sheet the best method to view its inventory (i.e. website, printed catalog or other). If a catalog is printed, bidder may submit with its bid. If no catalog is available, bidder shall indicate the best website or inventory list that is available. This information will assist CCPS in its award process to view the variety of items bidder is capable of handling and to gain an idea of its warehouse capabilities.
- b. District may request at any time during the contract, for the vendor to supply a website, inventory list, catalogs, etc... as necessary.

4.9 Minimum Orders

Vendors may set a minimum order or dollar purchase amount to receive any discounts offered. However, many individual purchases made under this bid may be for extremely low dollar amounts, and therefore minimum orders will be allowed. If no set minimum order dollar amount is listed in the appropriate area on the bid sheet, then it will be assumed that all orders will receive discounts under this ITB.

BID SHEET # 20-054 CLASSROOM SUPPLIES & EQUIPMENT CATALOG DISCOUNT

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

Name of Bidder: _____

A. References (please use additional paper if necessary):**Reference #1**

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Types of Goods Sold: _____

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

Reference #2

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Types of Goods Sold: _____

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

Reference #3

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Goods Sold: _____

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

E. Pricing - All prices shall be as described in this ITB to perform all necessary services. Price shall include any and all necessary charges (no additional monies will be allowed).

COMPANY NAME: _____

CATALOG(S)/WEBSITE/MANUFACTURER

SUPPLIES DISCOUNT _____%

Indicate which items are considered "Supplies":

EQUIPMENT DISCOUNT _____%

Indicate which items are considered "Equipment":

EXCEPTIONS: _____

MINIMUM ORDER AMOUNT: \$ _____

SHIPPING CHARGES / TERMS: _____

SALES REPRESENTATIVE

NAME: _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS: _____

CATALOG WEBSITE: _____

DATE: _____

Exhibit A - Conflict of Interest Statement

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

I hereby certify that:

I, _____, am the _____
(Printed name) (Title)

and the duly authorized representative of the firm of _____
(Name of Firm)

whose address is _____

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

- I. The name(s) of any company owner, officer, director, employee or agent who is an employee of Collier County Public Schools¹ and/or is an employee of Collier County Public Schools¹ and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

AND/OR

- II. The name of any company owner, officer, director, employee or agent who has a spouse or child that is an employee of Collier County Public Schools¹. Please list name(s) of employee and CCPS employee & department/site.

AND/OR

- III. Any company owner, officer, director, employee or agent of the firm who has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

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

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

Signature

Date

Printed Name

Organization Name

State of: _____

County of: _____

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

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

 NOTARY PUBLIC, signature

 PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit B - Affidavit Concerning Illegal Aliens

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

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

State of: _____

County of: _____

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

by _____ **who is personally known to me or has produced** _____

as identification.

 NOTARY PUBLIC, signature

 PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit C - Debarment Form

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

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

Date: _____

Organization Name: _____

Names & Titles of Authorized Representative(s):

Signature

Printed Name & Title

Signature

Printed Name & Title

Signature

Printed Name & Title

State of: _____

County of: _____

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

by _____ **who is personally known to me or has produced** _____

as identification.

NOTARY PUBLIC, signature

PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit C - Debarment Form Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this Exhibit without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Exhibit D - Drug Free Workplace Certification

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Exhibit JLA - Jessica Lunsford Act Statement / Vendor & Contractor Responsibilities

Each Vendor and Contractor of Collier County Public Schools shall comply with the following *after* they have received notification of their award, however, this statement must be completed and returned with ITB. Please note that procedures and policies may change without notification.

1. All personnel will be required to obtain badges through the State of Florida. Badging assistance may be provided by the CCPS Human Resources (HR) Department.
2. Badges will only be issued to vendors with contracts, purchase orders or direct permission from an authorized CCPS Department. All vendors requesting badges must submit all insurances, proof of contract etc. to the Legal Department prior to the issuance of any badge.
3. Provide HR with a list of individuals that will be assigned to this contract, along with their home address, phone number, date of birth and driver's license number (forms are available through the HR Department).
4. There is a fingerprinting and State badge fee, which can be viewed at the link below. This badge must be worn in plain sight when vendor/contractor employees are on school grounds.
5. Contractor with current issued State badges, commencing work with CCPS, shall complete necessary paperwork and submit to CCPS Human Resource Department.
6. Vendor shall notify CCPS when any individual has left their company or been terminated.
7. Use of an individual's badge by another individual is a terminable offense. All individuals MUST be properly badged.
8. It will be the responsibility of the contractor to insure they meet any and all badging requirements.

***Please note fingerprinting and badging procedures are subject to change without notification.** It will be the Contractor's responsibility for any modification or change to any of the fingerprinting or badging requirements and to insure they meet all State and CCPS requirements. Vendors can do this by monitoring the CCPS's web site, <http://www.collierschools.com/hr> for updates and changes in procedure.

I acknowledge that I've read, understand and will comply with the Vendor/Contractor Responsibilities as listed above.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

**All pricing subject to change without notification.*

Purchases from this Bid by Other Agencies - Statement

Collier County Public Schools is a member of the S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. CCPS is also a member of the Bay Area Schools Purchasing Consortium (BASPC); other members include the school boards of Brevard, Charlotte, Hernando, Hillsborough, Lake, Lee, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole; and additional Florida school boards may join the Consortium. Indicate here if these entities may also purchase from this bid pursuant to the same terms and conditions:

YES _____ NO _____

Indicate here if other governmental entities throughout the State of Florida may purchase from this bid pursuant to the same terms and conditions:

YES _____ NO _____

List any exceptions here: _____

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Protest Policy

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

6320 - PURCHASING**Solicitation Protest**

- A. A bidder/proposer who wishes to file a protest must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. The notice shall be filed with the Purchasing Department.
- B. Any person who files an action protesting a decision or intended decision pertaining to a solicitation or notice of intended decision pursuant to F.S. 120.57(3) (b), shall post at the time of filing the formal written protest, a bond, pursuant to F.S. 255.0516, payable to the Board amounting to:
 1. \$25,000.00, or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and
 2. five percent (5%) of the lowest accepted bid for all other projects.

The bond shall be conditioned upon payment of all costs and fees, which may be adjudged against the protestor in the administrative hearing. If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor. If the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

- C. Failure to file a protest within the time prescribed in section F.S. 120.57(3) or failure to post the bond or other security required within the time allowed shall constitute a waiver of proceedings under F.S. Chapter 120.

Cone of Silence Policy

6324 – CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

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

The cone of silence prohibits any communication regarding a particular ITB, RFP, RFQu, RFQ, or ITN between:

- A. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and the staff of the District, including school principals; and/or
- B. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and any one (1) or more of the School Board members or member-elects.

The cone of silence prohibits a potential vendor, service provider, bidder, lobbyist, or consultant from actively soliciting the community to lobby on their behalf with staff of the District, or any one (1) or more of the Board members or member-elects.

Unless specifically provided otherwise in the applicable ITB, RFP, RFQu, RFQ, or ITN the cone of silence does not apply to the following:

- A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's purchasing department.
- B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's facilities department, when said communication pertains to competitive acquisitions administered by that department (e.g., Architect/Engineer (A/E) selection, capital projects).
- C. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or Board attorney.
- D. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by either the purchasing department or the facilities department, prior to issuance of a written recommendation of contract award.

The cone of silence commences after the advertisement of the ITB, RFP, RFQu, RFQ, or ITN. Competitive procurements are advertised on the purchasing department's bid posting web page or in the newspaper of general circulation.

The cone of silence terminates at the time the Board acts on a written recommendation from the purchasing department or facilities department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented, for projects that meet the Board threshold dollar amount per Policy 6320. For all other contract awards, the cone of silence terminates upon the award by the Purchasing Department.

The purchasing department and facilities department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, bidder, lobbyist, or consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a District employee may subject said employee to disciplinary action up to and including dismissal from service.

Revised 3/5/19

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Bidder Checklist (please note this checklist may not be all-inclusive of items needed):

- Original bid submission.
- Completed Bidder Acknowledgement (pg. 1)
- Completed Addenda pertaining to this ITB (if applicable)
- Completed Bid Sheet
- References
- Organization Description
- Location (if applicable)
- Sales / Service Representative
- Business License(s)
- Exhibit A - Conflict of Interest Statement
- Exhibit B - Affidavit Concerning Illegal Aliens
- Exhibit C - Debarment form
- Exhibit D - Drug Free Workplace Certification
- Exhibit JLA
- Purchases from this bid by other agencies statement

****Please note that it is not necessary to return every page of this ITB with the bid proposal; return only the pages that require information or signatures**

END OF ITB

NOTICE OF INTENT OF AWARD

April 1, 2020

To: All Relevant Bidders

Re: Notice of Intent of Award, Bid # 20-054 Classroom Supplies & Equipment Catalog Discount

To Whom It May Concern:

Thank you for your response to Collier County Public School's ITB # 20-054 Classroom Supplies & Equipment Catalog Discount. The responses received were carefully compared and evaluated. The attached tabulation sheet summarizes the recommendation of award staff is making to the School Board at the May 12, 2020 Board Meeting.

If you have any questions, please contact Patricia Roberts, Senior Buyer, at (239) 377-0060 or by e-mail at Purchasing@collierschools.com.

Thank you for your submission. Your interest in Collier County Public Schools is appreciated.

Sincerely,



David Nara
Director, Purchasing

Attachment

Please take further notice, that you have the right to protest this action, but that "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." Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the bid tabulation, notice of the agency decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. Failure to file a notice of protest, or failure to file a formal written protest shall constitute a waiver of proceeding under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

NOTICE OF AWARD

July 18, 2022

To: All Relevant Awarded Vendors

Re: #20-054 Classroom Supplies & Equipment Catalog Discounts – Renewal

The School Board of Collier County, Florida, meeting in official session on July 14, 2022, voted to approve the award for the above referenced Bid, to your company per the attached tabulation sheet. Prior to commencement, a purchase order will be issued to your company for any orders or upcoming services. Once this document is received, please coordinate all orders/services with the end-user as listed on the purchase order.

At this time, Collier County Public Schools is requesting the following **Administrative Requirements** be satisfied within fifteen (15) working days of receipt of this letter and/or as applicable:

- **Employee fingerprints & Badging (if not already fulfilled)** - Please note that any employee who is not fingerprinted and badged per our requirements will be dismissed from any District site.
- **Current State or County license**
- **Current General, Automobile, and Excess or Umbrella Liability Insurance* (\$1,000,000 per occurrence) certificates**
- **Current worker's compensation insurance* certificate**
- **Other certificates or licenses that were required in the bid (i.e. fire inspector, spray, special certification, etc....)SEE BUYER FOR SPECIFICS HERE**

** Please note all Certificates of Insurance (COI) MUST have a 30-day cancellation notice. Furthermore, the School Board will be listed as the certificate holder / additional insured as follows:*

*The District School Board of Collier County, FL
5775 Osceola Trail
Naples, FL 34109.*

All fingerprint & badging information may be obtained at the District's website <http://www.collierschools.com/hr> under the heading "Fingerprinting & ID Badges". All paperwork shall be submitted to the Purchasing Department via email at purchasing@collierschools.com, or facsimile if desired. **ALL CORRESPONDENCES SUBMITTED SHALL REFERENCE THE BID #.** Please note that ID badges may not be released until all pertinent documentation has been received by CCPS. Failure to meet these requirements within the allotted time listed above or maintain for the duration of the contract may result in the termination of the contract.

Thank you and congratulations on this renewal award. Your interest in Collier County Public Schools is appreciated.

Respectfully,



David W. Nara
Sr. Director, Financial Services, Purchasing



Agenda Item Details

Meeting	Jun 03, 2024 - Regular School Board Meeting
Category	Consent Agenda - Purchasing
Subject	C201 Bid #20-054 Classroom Supplies and Equipment Catalog Discounts
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,700,000.00
Budgeted	Yes
Budget Source	General, Grant, and Capital Outlay Funds
Recommended Action	Approve increase and renewal of bid #20-054 for the purchase of classroom supplies, equipment, and items for all District sites.

Public Content

FEDERAL STATUTE:

n/a

FLORIDA STATUTE:

1010

SCHOOL BOARD POLICY:

6320

EXECUTIVE SUMMARY:

At the April 11, 2023 Regular School Board meeting, the School Board approved an increase of \$350,000.00, for a total annual expenditure of \$1,600,000.00 for the 22-23 and 23-24 school years, respectively. The District purchases a wide variety of equipment, supplies, and other items for use in its schools, offices, and departments at all locations. The Purchasing Department conducts a solicitation to ensure a wide variety of vendors with sufficient inventory is able to provide and service the District to meet these needs in a timely manner. Expenditures for the 23-24 school year are approaching the Board approved amount largely due to the current economic climate and increased costs throughout the industry, along with increased supply and demand throughout the district. Staff recommends an increase of \$100,000.00 to ensure end of year purchases for necessary materials for administration and summer programs. The total annual expenditure for 23-24 school year is in the amount of \$1,700,000.00.

Staff recommends approval of renewal of this solicitation which establishes rates, discounts, and provides sites with a qualified vendor list to supply items as needed and ordered throughout the year. The renewal is for a two-year term from July 1, 2024, through June 30, 2026. The renewal is recommended to all responsive bidders per the attached tabulation sheet as multiple vendors can best service the needs and size of the District. Orders are placed by individual schools and departments on an as needed basis. The total annual expenditures for each of the 24-25 and 25-26 school years is in the amount of \$1,800,000.00, for a 2-year total of \$3,600,000.00.

The requested Board approval is \$100,000.00 for the remainder of the 23-24 school year and \$3,600,000.00 for the 24-26, 2-year renewal term, for a total recommendation in the amount of \$3,700,000.00.

BOARD PRIORITIES:

This agenda item supports the following Board Priority: Fiscal Responsibility

LEGAL APPROVAL:

The item was reviewed and approved by the District General Counsel, Mr. Jon Fishbane.

CONTACT:

John Antonacci, Chief Financial Officer
(239) 377-0036

David Nara, Senior Director, Financial Services, Purchasing
(239) 377-0064

[C201_060324_20.054 Classroom Supplies Increase TAB 22.24.pdf \(180 KB\)](#)

[C201_063024_20.054 Classroom Supplies TAB 24.26.pdf \(179 KB\)](#)

Motion & Voting

A motion was made to approve all items on the Consent Agenda as presented.

Motion by Erick Carter, second by Stephanie Lucarelli.

Final Resolution: Motion Carries

Aye: Erick Carter, Kelly Mason, Stephanie Lucarelli, Tim Moshier, Jerry Rutherford



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 Visit us online: www.collierschools.com

TABULATION SHEET

# & Title:	#20-054 Classroom Supplies & Equipment Catalog Discounts	Est. Annual Exposure:	\$1,800,000.00
Location:	Districtwide	Funding:	General & Capital
Opening Date:	Renewal	Vendors Notified:	n/a
Term:	July 1, 2024 to June 30, 2026	Bid Documents Obtained:	n/a
		Bids Submitted:	n/a

Vendor	Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
Academic Supplier *	varies	15%	None	www.academicssupplier.net	\$ 50.00	Free
BackPack Gear Inc *	3%	0%	None	www.backpackgearinc.com	\$ 200.00	50% discount on shipping (contact vendor)
Barnes & Noble Booksellers *	0 - 35%	0%	Contact vendor for quotes	www.bn.com	None	Free on standard order. Charges apply for expedited orders
Blick Art Materials Ref # QD20000 *	20%	0%	Sales; promo; coupons	www.dickblick.com	None	Free on orders \$49 or more. Charges apply for oversized/overweight items
Cadence Music *	varies	varies	Contact vendor for quotes	www.cadencemusic.com	None	Free
Carolina Biological Supply Co Ref # P105721 *	5%	5%	Furniture, distance learning kits & curriculum products	www.carolina.com	\$ 250.00	Dock delivery - free; charges apply to orders less than \$250, live or perishable items, hazardous chemicals, inside delivery
Cascade School Supplies *	35%	15%	None	www.cascadeschoolsupplies.com	None	\$10.95 for orders under \$50 20% on furniture & drop ship
Classroom Plus Inc *	15%	15%	Equipment (shipping)	www.classroom-plus.com	None	Free on orders over \$100
Complete Book & Media Supply *	5-50%	5-50%	Net priced items	http://www.completebook.com/	None	Free for orders \$50 or more
Curriculum Associates *	0-29%	0%	Does not include i-Ready		Depends on product	10% of total order
Demco Ref # C01006 *	18%	7%	Security, Software, LittleBits, Dr. Seuss, Pete the Cat, Eric Carle & Mo Willems	www.demco.com	\$75	Free for orders \$75 or more Charges apply for express & drop ship

Vendor		Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
Discount School Supply	*	18%	18%	Promotions	www.discountchoolsupply.com	None	Free for stock items only Drop ship items will have add'l fees
Fisher Scientific Company	*	33%	33%	"ND" items; refrigerated, frozen or live products, Life Tech, expedited or special shipping service	www.fisheredu.com	None	Free except for: live, hazardous, motor freight, expedited shipping
Flinn Scientific Ref # 219157	*	12%	12%	Live material; lab furniture; technology; e-learning	www.flinnsci.com	None	Free; FOB destination
Follet School Solutions & Follett Content Solutions	*	5%	0%	None	www.titlewave.com	None	Free
Kaplan Early Learning	*	17%	0%	Sales, gift certificates, playground structures, technology	www.kaplanco.com	\$ 300.00	FOB Destination
K-Log Inc	*	0%	5%	None	www.k-log.com	None	FOB Destination
Lakeshore Learning Materials	*	5%	5%	Sales	www.lakeshorelearning.com	None	Free
Lightspeed Technology	*	0%	22-27%	Installation		None	Free except for expedited shipping
Mackin Educational Resources	*	5%	0%	A/V media, Makerspace, Playaway, streaming video	www.mackin.com	None	Free
Marco Office Supply	*	5% above cost		Furniture	www.shopmarco.com	None	Free
Nasco Education & Nasco Healthcare Ref # 51259	*	10-20%	0%	None	www.enasco.com	\$199	Free except for live material "LM" or truck shipments
Perfection Learning	*	0-30%	none	Proprietary titles: Perfection Learning, AMSCO, Kinetic	www.perfectionlearning.com	None	Orders under \$1000 - 12% + \$5.99 orders over \$1000 - 12%
Pro Audio Services Inc	*	10-25%	10-25%	Repairs		None	Ground shipping

Vendor		Supplies - Disc.	Equip. Disc.	Exceptions/Catalogs	Website	Min. Order	Shipping Terms
Really Good Stuff	*	3%	0%	Coupons; promotions	www.reallygoodstuff.com	None	Depends on products ordered
Rifton Equipment	*	0%	25%	None	www.rifton.com	None	Free
S&S Worldwide	*	22%	0%	Sales; internet specials; quantity discounts	www.ssw.com	None	Free except for drop ship items
Sallee Promotions Inc	*	10%	10%	None		None	Varies
Sargent Welch	*	33%	33%	All items with the price ending in "9"	www.sargentwelch.com	None	Free except: expedited orders, live, hazardous, or temperature sensitive items; motor freight
School Health Corp Ref # 3720565	*	13%	13%	Manufacturer restrictions; promotions	www.schoolhealth.com	None	Free on orders over \$125
School Outfitters	*	2%	2%	Must request a quote	www.schooloutfitters.com	None	Varies
School Specialty Inc Ref # 7791600099	*	34%	14%	Net price "N" items; items marked "no discount"	www.schoolspecialty.com	None	Prefix 5: \$5 - 12% or order Prefix 9: \$9.95 - free over \$49 Prefix 6: free
SchoolHouse Products Inc	*	0%	varies	None	www.schoolhouseproducts.com	None	Varies
TouchMath LLC	*	0-10%	0%	None	see price list	None	Included in price
Wards Science	*	15%	15%	All items with the price ending in "9"	www.wardsci.com	None	Free except: expedited orders, live, hazardous, or temperature sensitive items; motor freight
Wenger Corp	*	0%	5%	None	www.wengercorp.com	None	FOB destination
* Recommend approval of renewal as vendors have agreed to renew at the same terms as 20/22 school year. Multiple vendors are awarded to ensure availability and a source of supply is readily available.					Opened By:	Renewal	
					Witnessed By:	N/A	
					Date To Board:	June 3, 2024	