

#### **INVITATION TO NEGOTIATE**

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

Release Date: October 15, 2019

ITN No.: **N197368ES**ITN Title: **Printing Services** 

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This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than <u>2:00p.m. local time on November 7, 2019</u> and plainly marked ITN No. N197368ES. Proposals are due and will be opened at this time.

**Optional Proposers' Conference** will be held **October 24, 2019 at 2:00 PM EST** at the Department of Procurement Services of the School District of Lee County, Florida, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012.

#### **REQUIRED SUBMITTAL CHECKLIST**

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

To reach term below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.			
<ul> <li>(Attachment A) Proposal Response Form</li> <li>(Attachment B) Reference Request Form</li> <li>(Attachment C) Insurance Requirements Form</li> <li>(Attachment D) Addenda Acknowledgement Form</li> <li>and copies of each addenda</li> <li>(Attachment E) Debarment Form</li> <li>(Attachment F) Drug-Free Workplace Certification</li> <li>Form</li> <li>(Attachment G) Public Entities Crime Form must be</li> <li>notarized</li> <li>(Attachment H) Emergency/Storm Related</li> <li>Catastrophe Agreement</li> <li>(Attachment I) Sealed Proposal Mailing Label</li> </ul> Letter of Transmittal <ul> <li>Evidence of business operation for five (5) years</li> <li>printing/related services (SunBiz webpage)</li> <li>Corporate Overview</li> <li>Service Offering</li> <li>Samples of Quotes an Invoices</li> <li>One (1) manually signed proposal, four (4) copies, and an electronic version in PDF format on flash drive as requires herein.</li> </ul>			
Proposer Business Name:			
Proposer Taxpayer Identification Number:			
Address:			
Telephone: Email Address:			
Name of Owner or Authorized Officer/Agent:Title:			
Additional Contact Name:Email Address:			
Signature of Owner or Authorized Officer/Agent:			
NO RESPONSE — I hereby submit a "NO RESPONSE" for the following reason(s):  Insufficient time to respond Addendum received too late to respond  Specifications were unclear or restrictive Could not meet insurance requirements  We do not offer the product/service Could not meet bonding requirements  Could not meet specifications Other:			

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#### **GENERAL CONDITIONS**

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

- 1. Sealed Proposal Requirements: The "Invitation to Negotiate" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. Proposals received that fail to comply with these submittal requirements may not be 7. considered for award.
- <u>Definitions:</u> For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
  - a) "District" shall mean The School District of Lee County, Florida.
  - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
  - c) "Vendor" shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
- 3. Proposer's Responsibility: It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date. Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
- 4. Proposal Submittal: All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
- Specification Precedence: If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
- 6. Public Entity Crime: Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded

- or perform work as a Vendor, 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. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
- 7. Specification Variances: For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
- Requests for Clarifications: Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
- Delivery of Proposal: One proposal clearly marked "Original", copies as required herein and an electronic version on flash drive identical to the original in PDF format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
  - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.

- b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITN.
- 10. Proposal Opening: Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
- 11. Proposals Received Late: It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
- 12. Processing Time: It is understood that the normal proposal processing time shall be 120 days after the opening date of this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
- 13. Original and Renewal Term: The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.
- 14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Vendors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
  - (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any respondent or any individual on behalf of a Vendor will result in rejections/disqualification of said response.
  - (b) Violation of the provision regarding lobbying may also result in debarment of the Vendor as provided in Policy 6.071.
- 15. Prompt Payment Discount: Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount

- terms, if offered in the proposal, must be clearly indicated on each invoice.
- 16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
- proposals are taken and awarded. The award resulting from 17. Warranty/Guarantee: All materials and/or services furnished under this proposal shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
  - 18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
    - Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create and select Proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent

- conditions to reflect the outcome of the negotiations.
- b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
- c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
- d) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of Lee County's website http://www.leeschools.net/procurement for a period of no less than three (3) days.
- e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
- 19. Notification of Award/Purchase Orders: Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
- 20. Contract Documents: The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This 23. **Substitutions:** Should a particular product become contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.

- of awarding a contract and producing terms and 21. General Information about the District: The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
  - a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
  - The District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 90,000 pre-k-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the largest employer in Lee County.
  - 22. Price Adjustments: The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
    - a) The volatility is due to causes wholly beyond the Vendor's control
    - b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
    - The effect on pricing or availability of supply is substantial
    - The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.

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

unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide

- documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.
- 24. Vendor Performance: The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and Subcontractor employees (if authorized) assigned to this contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:
  - a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
  - b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
  - c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
  - d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
  - e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
  - f) When on District property, the Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
  - g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.

- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor, its Subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- I) Vendor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Vendor or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such utilities service. If Vendor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Vendor within five (5) business days of written demand for same from the District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any

- public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.
- When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
  - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
  - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
  - iii. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
  - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
  - v. All debris shall be removed to an environmentally approved landfill or recycling center.

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

- 25. <u>Inspection, Identification and Acceptance:</u> Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 26. <u>Bid Bonds:</u> Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers.

- 27. **Performance Bonds**: When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 28. <u>Worker's Compensation:</u> Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Vendor shall require Subcontractors similarly to provide Workers' Compensation Insurance.
- 29. **Scrutinized Companies:** By submitting a proposal, Proposer certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 30. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may

be terminated in accordance with Section 287.135, Florida Statutes, by the District if:

- Vendor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
- Vendor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
- c) Vendor has been placed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
- Vendor has been engaging in business operations in Cuba or Syria.
- e) The School District may at any time by written notice to the Vendor stop all or any part of the work for this ITN award. Upon receiving such notice, the Vendor will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price or terminate the work in accordance with the provisions of the ITN terms and conditions.
- Failure of the Vendor to provide products within the time specified in the ITN shall result in the following: The Buyer shall notify Vendor in writing within five (5) provide five (5) calendar days to cure. If awarded Vendor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Vendor. The defaulting Vendor may be responsible for reimbursing the District for price differences.
- 31. Default: In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
- 32. Liability: Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Vendor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements District's form) for the insurance requirements.
- 33. Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or

- incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
- with activities in Sudan List or the Scrutinized Companies 34. Taxes: The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
  - 35. Laws and Regulations: Vendors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Vendors agree not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
- calendar days via the Vendor Performance Form and 36. Occupational Safety Hazards Act Requirements: The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Vendor.
  - 37. Governing Law & Venue: All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court shall be United States District Court, Middle District of Florida.
  - 38. <u>Drug-Free Workplace/Identical Tie Proposals:</u> Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.
  - 39. Ethics: All awarded Vendors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.

- 40. <u>Conflict of Interest:</u> Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of Lee County or their immediate family which owns any interest of any amount in the Proposer's company, partnership or agency.
- 41. <u>Use of Other Contracts:</u> The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
- 42. Authority to Piggyback: The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
- 43. <a href="Invoicing and Payment:">Invoicing and Payment:</a> Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
  - a) The Vendor will provide copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net
  - b) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
  - c) The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program as necessary.
- 44. <u>Liquidated Damages Recovery:</u> Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any

- occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
- 45. Contact Information: The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
- 46. <u>Bid Protest:</u> All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 47. <u>Maintaining Public Records:</u> Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
  - a) Keep and maintain public records required by the District to perform the service.
  - b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.
  - c) Ensure that pubic records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the District.
  - I) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor or keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a

- technology systems of the District.
- e) PUBLIC RECORDS NOTICE: If the **VENDOR** has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of **Public** Records, (239) 337-8420,

PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, FL 33966.

- 48. Confidential, Proprietary or Trade Secret: All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes 52. Vendor Background Screening Requirements: Vendor will disclosure and will **not** be confidential with the exception of financial statements.
  - Redacted Copies: If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.
  - The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
  - Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
  - If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
  - e) Public Meetings/Evaluations: All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

- format that is compatible with the information 49. Patents, Copyrights & Royalties: Vendors agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Vendor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Vendor.
  - 50. ITN Preparation Costs: Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITN.
  - 51. State Purchasing Agreements: Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
  - comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify the District within 48 hours of such.
    - a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
    - b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their

- employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide 54. Illegal Alien Labor: Vendor shall comply with all federal and services.
- c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.
- 53. <u>Vendor Process for Fingerprinting:</u> Vendors who will never be present on a school district campus are not required to **be fingerprinted.** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: (NO EXCEPTIONS TO BELOW)
  - (a) Prior to the start of work on any District site, all construction vendors and other vendors including but not limited to construction manager, company owners, architects, engineers, specialty vendors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
  - (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the vendor or a subcontractor, to a District construction site or any District property it is the responsibility of the vendor to follow the requirements of this policy. Vendor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website: https://www.leeschools.net/our\_district/department s/human resources/professional standards equity -Vendor Fingerprinting.

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

#### FEDERAL GRANTS TERMS AND CONDITIONS

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

- state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Vendor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Vendor and its Subcontractors will utilize the Everify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
- 55. Recovered Material (2 CFR §200.322): applies to all contracts greater than \$10,000.00. Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 56. Federal Drug-Free Workplace: Vendor agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
- 57. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): applies if contract is greater than or equal to \$100,000.00. Vendor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 58. Energy Efficiency / Conservation (42 U.S.C. 6201): Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 59. Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor shall report any and

- all violations to the Federal awarding agency and the Regional Office of the EPA and notify the District concurrently within 30 days of notice of the violation.
- 60. <u>Debarment and Suspension:</u> Vendor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 61. **Equal Employment Opportunity**: During the performance of this contract, the Vendor agrees as follows:
  - a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
  - d) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Vendor will send to each labor union or representative of workers with which he has a collective

- bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Vendor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- 62. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C): The Vendor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 63. Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7): Vendor,

- certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by 67. Civil Rights: The Vendor shall comply with Title VI of the Civil Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 64. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 65. Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704): No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- 66. Buy American (7CFR PART 210.21(D)): For commercial food products, served in the school meals program, Vendor must purchase to the maximum extent practicable domestic

- commodity or product pursuant to the Buy American provision (7 CFR 210.219d).
- Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

# DETAILED SPECIFICATIONS ITN No. N197368ES PRINTING SERVICES

 Overview: Sealed proposals for Printing Services will be received from eligible Proposers at the School District of Lee County (hereinafter "The District"), <u>Department of Procurement Services</u>, 2855 Colonial Blvd, Fort Myers, FL 33966, until <u>November 7, 2019 at 2:00 PM local time</u>. The district desires to secure firm prices for <u>Printing Services</u> for various locations throughout the District on an as needed basis. <u>Proposers may submit a response for one, some</u> or all <u>products/services</u>.

The District is seeking to outsource a subset of printing services projects, and to consolidate the services of multiple commercial printing services firms under a single contract. Another consideration is that during high demand periods, the District requires hundreds of print jobs, some numbering over a million pages, to be printed at the same time. As such, the District anticipates making awards to multiple vendors to provide the greatest depth of services and flexibility for the District.

Services sought include printing various forms, brochures, envelopes, test assessments, student planners, Code of Conduct manuals, catalogs and other printed material on an as needed basis. Attachment A, Proposal Response Form, provides a list of items that are anticipated to be purchased from the successful Proposer(s).

Proposers may bid on one, more than one (any combination), or all line items.

<u>Interested parties must register with the Department of Procurement Services</u> by contacting Procurement Agent Edith Stiller at <u>EdithMS@Leeschools.net</u> and provide the responding Proposer's name, primary point of contact for this Proposal, phone number, and e-mail address.

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

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

- 2. **Requirements:** The following requirements are necessary for proposals to be considered for evaluation.
  - a) Proposer shall include evidence of conducting business for at least five (5) years. Submit with the proposal a copy of Vendor's business license or copy of SunBiz webpage illustrating compliance with this criteria.
  - b) Proposer to submit sufficient evidence to establish it has an office, conducting similar business, which has been in existence at least 6 months prior to solicitation date, and it will be the primary office from which the project will be managed.
- 3. Optional Proposers' Conference: An optional proposers' conference will be held on Thursday, October 24, 2019 at 2:00 PM at The School District of Lee County Public Education Center, 2855 Colonial Boulevard, Fort Myers, FL. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-submission meeting so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the ITN document. A formal response will be provided in the form of an addendum.
- 4. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Edith Stiller, Procurement Agent

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# 2855 Colonial Blvd., Fort Myers, FL 33966 Via fax at (239) 337-8200 or EdithMS@LeeSchools.net

All questions must be received no later than **October 30, 2019 at 2:00 PM.** Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website <a href="http://www.leeschools.net/procurement">http://www.leeschools.net/procurement</a>. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

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

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

- 5. Contract Term: The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The Proposer agrees to this condition by signing its proposal. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.
- 6. Orders and Payment: All orders will be placed directly to the Vendor by the District and/or other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program at its sole discretion.
- 7. **Guarantee/Warranty:** Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 48 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable products may result in immediate termination of this contract.
- 8. <u>Addition or Deletion of Sites:</u> The District reserves the right to add or delete locations at its discretion at any time throughout the term of this ITN. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
- 9. <u>Substitutions/Additions</u>: For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by each District office in advance. Vendor must provide detailed product specification of substitute or additional products.
- 10. <u>New Products:</u> New products may be added during the term of the contract, upon completion of successful price negotiations between the District and the Vendor(s).
- 11. **Qualifications:** Proposals will be considered only from Vendors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

ITN No: N197368ES – PRINTING SERVICES Page 15

#### 12. Estimated Timeline

October 15, 2019 Release of ITN No. N197368ES

October 24, 2019 Optional Proposer's Conference

2855 Colonial Blvd.

Fort Myers, Florida 33966 2:00 PM to 3:00 PM

October 30, 2019 Written questions due in the Department of Procurement Services by 2:00

PM, local time

November 7, 2019 Proposals due on or before 2:00 PM local time

**Department of Procurement Services** 

2855 Colonial Blvd.

Fort Myers, Florida 33966-1012

November 14, 2019 Evaluation Committee reviews proposals

November 20, 2019 Optional interviews, schedule at the District's discretion

January 2020 School Board Action

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

- 13. Proposal Submittal Information to be Included in the Proposal: In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Contents shall be in conformance with requested criteria. Include one (1) original, manually signed proposal, four (4) copies, and an electronic PDF version on a flash drive identical to the original. An electronic copy, on flash drive, of the completed Attachment A in Excel Format shall be submitted with the proposal. (e.g. with no locked cells; Adobe PDF of Attachment A is not acceptable.) Failure to comply with proposal submittal requirements may be grounds for proposal rejection, in whole or in part.
  - a. Table of Contents: Include a clear identification of the material by section and by page number.
  - **b.** <u>Title Page:</u> Include ITN number, subject, the name of the Proposer, address, telephone number, email address and the date.
  - c. <u>Letter of Transmittal:</u> Proposer shall include the following information in the letter of transmittal:
    - i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
    - ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.

- d. Evidence of business operations: Proposer shall provide a current copy of the following:
  - i. Proposer shall submit a current copy of Proposer's business license of SunBiz webpage illustrating Proposer has successfully engaged in Printing Services in the State of Florida for a minimum of five (5) consecutive years.
  - ii. Proposer shall submit evidence of an office, conducting similar business, which has been in existence at least 6 months prior to solicitation date, and it will be the primary office from which the project will be managed.
- e. <u>Required Submittal Checklist:</u> Proposer shall complete and submit the ITN Required Submittal Checklist coversheet (page 1 of the ITN) with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.
- **f.** <u>Corporate Overview</u>: Provide the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff employed at that office. Disclose under what other or former name(s) the Proposer is currently operating or has operated.
- g. <u>Service Offerings:</u> Describe the products and services offered by the firm. Describe unique services that may be of interest to the District, such as alternative materials (e.g. newsprint), bindings (e.g. glue), production methods to include web, offset, digital and letter press, or other methods that may be of assistance to the District in controlling cost.
- **h.** Samples: Proposer shall provide:
  - i. Two (2) examples of quotes.
  - ii. Two (2) examples of invoices for these quotes.
- i. Attachment A Proposal Response Form (Pricing): Submit proposed prices. For products or services not offered by the Proposer, insert N/A in the cost column. Pricing shall be all inclusive and delivery fees for 3 or fewer locations. For 3 or more delivery locations a delivery fee may be added (see line 75, Attachment A Proposal Response Form). The District reserves the right, at its sole discretion, to furnish equipment and/or materials for any and all jobs or work performed pursuant to this contract.
- j. Attachment B Reference Request Form: Three (3) references are required to be received by the District via email no later than the proposal due date, from Proposer's clients. Proposer's clients shall email the completed Reference Form to <a href="EdithMS@leeschools.net">EdithMS@leeschools.net</a>, and references shall be received from the Proposers client's email address. Each reference shall be eligible to earn up to 6 points, with a maximum of 18 points (eighteen) points each for three responsive references. Missing references will receive a score of zero. Proposers may request more than 3 clients to submit references. Failure to provide references as stated herein, may result in proposal being deemed non-responsive.
- k. <u>Attachment C Insurance Requirements Form:</u> Proposer shall respond to the Districts insurance requirements. It is the responsibility of the awarded vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.
- I. <u>Attachment D Addenda Acknowledgement Form:</u> Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.
- m. <u>Attachment E Debarment Form:</u> Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions.
- **n.** Attachment F Drug-Free Workplace Certification: Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug-Free Workplace Form must be signed and returned.

- o. <u>Attachment G Public Entity Crimes Form:</u> Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, **signed and notarized**.
- **p.** Attachment H Emergency / Storm Related Catastrophe Agreement Form: Proposer shall complete form with all required information and all signatures as specified.
- **q.** Attachment I— Sealed Proposal Mailing Label: Proposer shall complete a sealed mailing label and adhere it to the sealed proposal.
- 11. <u>Evaluation of Proposals Evaluation Criteria:</u> Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Service Offering	35
Pricing	30
Refences	18
Samples (Quote & Invoicing)	17
TOTAL POSSIBLE POINTS	100

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

EVALUATION CRITERIA	MAXIMUM POINTS
Service Offerings	50
Pricing	30
Experience	20
TOTAL POSSIBLE POINTS	100

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

#### 12. Scope of Work

Scope of Work is to provide printing services to support all schools and departments for publicly funded projects and internally funded projects. Services are to include, but are not limited to; printing various forms, brochures, envelopes, test assessments, student planners, Code of Conduct manuals, catalogs and other printed material on an as needed basis. Production methods may include, but are not limited to; web, offset, digital and letter press.

#### a) Project standards

- i. **Standard turnaround time for quotes:** The District anticipates a multi-vendor award. The District anticipates requesting quotes for printing services projects from multiple vendors during the operation of the contract. The District requires a one (1) or maximum two (2) business day turnaround time for responding to request for quotes.
- ii. **Delivery time:** The standard delivery time will be seven (7) days from receipt of a District issued purchase order.
- iii. Page numbering: There will be no charge for numbering pages if requested, of any documents.

#### b) Project variables

Each Printing Services project will have unique requirements. Some of the variables that are likely to be required include:

- i. **Bundling and labeling:** Bundling and labeling requirements will vary by project. Items may be required to be bundled, labeled and separated by location for delivery (e.g. each school).
- ii. **Delivery requirements:** Delivery location requirements will vary by project. It is anticipated the primary delivery location will be the Lee County Public Education Center located at 2855 Colonial Boulevard, Fort Myers, Florida, 33966. As required, printed materials shall be delivered to schools and facilities located in this District. Exhibit 2 Delivery Locations, identifies the potential locations for delivery. Proposed prices shall include all delivery fees for 3 or fewer locations. For 3 or more delivery locations a delivery fee may be added (see line 75, Attachment A Proposal Response Form). Test assessments and student planners are examples of items that may be delivered to each school.

#### c) Example Printing Services Projects

During the course of the awarded contract, the District will obtain quotes for specific print jobs on an as-needed basis. Proposers who respond to this ITN with prices for one or more of the line items 1 through 74, complete negotiations and are selected for a contract award by the District, will be eligible to participate in the quote process. Proposers who do not respond to any ITN (line items 1 through 74) will not be eligible to receive a contract award and therefore not be invited to provide quotes for a specific District print jobs. Following contract award, work will be distributed and/or quote will be requested at the sole discretion of the District. ITN Exhibit 1 illustrates examples of projects the District has requested in the past. These examples are provided as reference material only for proposers, and do not obligate the District to order these products, and a request for quote for these examples is not included as part of this ITN.

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# **EXHIBIT 1 – EXAMPLE QUOTES**

#### **EXAMPLE QUOTE #1**

#### **Math BIN Test**

Pages: 4, 8 & 12

Paper: 20# bond; 27# Newsprint; 50# AO Newsprint; or house equivalent paper stock

Color: Black & White

Quantity:	50 lb AO stock	Newsprint 27.7lb
Test 61435 (7 pgs) - 5,325	\$	\$
Test 21610 (5 pgs) - 5,500	\$	\$
Test 43430 (8 pgs) - 5,700	\$	\$
Test 54997 (5 pgs) - 5,600	\$	\$
Test 76056 (7 pgs) - 5,600	\$	\$
Test 84824 (5 pgs) - 5,700	\$	\$
Test 85008 (9 pgs) - 5,600	\$	\$
Test 91143 (3 pgs) - 5,600	\$	\$
Total	\$	\$

Finish/Bindery: Glue & Trim

Packaging: Bundled/Labeled and Separated by School **Bundle Tagged by School** 

(Quantities per location to be provided by the District)

Delivery: The Lee County Public Education Center

2855 Colonial Blvd Fort Myers, FL 33966

# **Math BIN Test**

<u>Qty</u>	<u>Description</u>
5,325	Math Test # 61435 - 8.5" x 11" - 8 Page Self Cover - 1/1 Black Ink - 50# White Offset Offset: 50# Husky 100mwt 25 x 19 50# Husky White Offset Front: Black 1/1 Black Ink Back: Black 1/1 Black Ink
5,500	Math Test # 21610 - 8.5" x 11" - 8 Page Self Cover - 1/1 Black Ink - 50# White Offset Offset: 50# Husky 100mwt 25 x 19 50# Husky White Offset Front: Black 1/1 Black Ink Back: Black 1/1 Black Ink
5,700	Math Test # $43430 - 8.5$ " x $11$ " - 8 Page Self Cover - $1/1$ Black Ink - $50$ # White Offset Offset: 50# Husky 100mwt 25 x 19 50# Husky White Offset Front: Black $1/1$ Black Ink Back: Black $1/1$ Black Ink
5,600	Math Test # 54997 - 8.5" x 11" - 8 Page Self Cover - 1/1 Black Ink - 50# White Offset Offset: 50# Husky 100mwt 25 x 19 50# Husky White Offset Front: Black 1/1 Black Ink Back: Black 1/1 Black Ink
5,600	Math Test # 76065 - 8.5" x 11" - 8 Page Self Cover - 1/1 Black Ink - 50# White Offset Offset: 50# Husky 100mwt 25 x 19 50# Husky White Offset Front: Black 1/1 Black Ink Back: Black 1/1 Black Ink
5,700	Math Test # 84824 - 8.5" x 11" - 8 Page Self Cover - 1/1 Black Ink - 50# White Offset Offset: 50# Husky 100mwt 25 x 19 50# Husky White Offset Front: Black 1/1 Black Ink Back: Black 1/1 Black Ink
5,600	Math Test # 85008 - 8.5" x 11" - 12 Page Self Cover - 1/1 Black Ink - 50# White Offset Offset: 50# Husky 100mwt 25 x 38 50# Husky White Offset Front: Black 1/1 Black Ink Back: Black 1/1 Black Ink
5,600	Math Test # 91143 - 8.5" x 11" - 4 Page Self Cover - 1/1 Black Ink - 50# White Offset Offset: 50# Husky 50mwt 19 x 12.5 50# Husky White Offset Front: Black 1/1 Black Ink Back: Black 1/1 Black Ink

# **Code of Conduct for Students Printing Specs**

Paper Stock: 20# Bond, 50# AO Newsprint or house equivalent

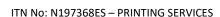
Finished size:  $8 \% \times 10 \%$  Image Area:  $7 \% \times 10$  Bleed Area:  $8 \% \times 11$ 

**B&W** Printing

Color Covers (TBD)

Saddle stitched

14,400 Elementary (56 pgs) 11,700 Secondary (60 pgs)



# **Q1 CCE Printing Specs**

Finished Size 8 1/2 x 11 Image Area Bleed Area

Pages 12, 16 and 20

Paper 20# Bond, 50# AO Newsprint or house equivalent

Color B&W and/or Partial Full Color

Quantity 73,000

Prepress PDF files provided to Contractor Specifications

Finish/Bindery Glue & Trim and/or Saddle Stitch

Packaging Bundled/Labeled and Separated by school

Location list to be provided by the District

Delivery: The Lee County Public Education Center

2855 Colonial Blvd. Fort Myers, FL 33966

## **Elem. Math Q1 Assessments**

Pages: 4, 8 & 12

Paper: 20# bond; 27# Newsprint; 50# AO Newsprint; or house equivalent

paper stock

Color: Black & White

Finished size; 8 ½ x 11

Quantity:

Test 61435 (7 pgs) - 5,325 Test 21610 (5 pgs) - 5,500 Test 43430 (8 pgs) - 5,700 Test 54997 (5 pgs) - 5,600 Test 76056 (7 pgs) - 5,600 Test 84824 (5 pgs) - 5,700 Test 85008 (9 pgs) - 5,600 Test 91143 (3 pgs) - 5,600

Finish/Bindery: Saddle Stitch or Glue & Trim

Packaging: Bundled/Labeled and Separated by School

(Quantities per location to be provided by the District)

Delivery: The Lee County Public Education Center

2855 Colonial Blvd. Fort Myers, FL 33966

# **Baseline Master Testing**

Finished Size 8 1/2 x 11 Image Area Bleed Area

Pages 12, 16 and 20

Paper 20# Bond, 50# AO Newsprint or house equivalent

Color B&W and/or Partial Full Color

Quantity 91,500

Prepress PDF files provided to Contractor Specifications

Finish/Bindery Glue & Trim and/or Saddle Stitch
Packaging Bundled/Labeled and Separated by school
Location list to be provided by the District

Delivery: The Lee County Public Education Center

2855 Colonial Blvd. Fort Myers, FL 33966

# **EXHIBIT 2 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS**

Adult and Canan Education	Aller Deul Flansanton	Davida da Elada antam
Adult and Career Education	Allen Park Elementary	Bayshore Elementary
2855 Colonial Blvd	3345 Canelo Drive	17050 Williams Road
Fort Myers, FL 33966	Fort Myers, FL 33901	North Fort Myers, FL 33917
Bonita Springs Elementary	Bonita Springs Middle Center for	Buckingham Exceptional Center
10701 Dean Street S. E.	the Arts	3291 Buckingham Road
Bonita Springs, FL 34135	10141 West Terry Street	Fort Myers, FL 33905
	Bonita Springs, FL 34135	•
Caloosa Elementary	Caloosa Middle	Cape Coral High
620 South Del Prado Blvd	610 South Del Prado Blvd	2300 Santa Barbra Blvd
Cape Coral, FL 33990	Cape Coral, FL 33990	Cape Coral, FL 33991
Cape Coral Technical College	Cape Elementary	Challenger Middle
360 Santa Barbara Blvd.	4519 Vincennes Blvd	624 Trafalgar Parkway
Cape Coral, FL 33993	Cape Coral, FL 33904	Cape Coral, FL 33991
Colonial Elementary	Cypress Lake High	Cypress Lake Middle
3800 Schoolhouse Road East	6750 Panther Lane	8901 Cypress Lake Drive
Fort Myers, FL 33916	Fort Myers, FL 33919	Fort Myers, FL 33919
Dialogot Florenten	Dialogo et Middle	Dr. Carrie D. Robinson Littleton
Diplomat Elementary	Diplomat Middle	Elementary
1115 N.E. 16th Terrace	1039 N.E. 16th Terrace	700 Hutto Road
Cape Coral, FL 33909	Cape Coral, FL 33909	N. Fort Myers, FL 33903
B. also Comment Calcul	D. de district	Early Childhood Learning
Dunbar Community School	Dunbar High	Services
1857 High Street	3800 E. Edison Avenue	3650 Michigan Ave., Suite 4
Fort Myers, FL 33916	Fort Myers, FL 33916	Fort Myers, FL 33916
5 6	5	Edison Park Creative and
East Lee County High	Edgewood Elementary	Expressive Arts School
715 Thomas Sherwin Avenue	3464 Edgewood Avenue	2401 Euclid Avenue
Lehigh Acres, FL 33974	Fort Myers, FL 33916	Fort Myers, FL 33901
Estero High	Fort Myers Beach Elementary	Fort Myers High
21900 River Ranch Road	2751 Oak Street	2635 Cortez Blvd.
Estero, 33928	Fort Myers Beach, FL 33931	Fort Myers, FL 33901
Fort Myers Technical College	Fort Myers Middle Academy	Franklin Park Elementary
3800 Michigan Avenue	3050 Central Avenue	2323 Ford Street
Fort Myers, FL 33916	Fort Myers, FL 33901	Fort Myers, FL 33916
G. Weaver Hipps Elementary	Gateway Elementary	Gulf Elementary
1200 Homestead Rd. N.	13280 Griffin Drive	3400 S.W. 17th Place
Lehigh Acres, FL 33936	Fort Myers, FL 33913	Cape Coral, FL 33914
Gulf Middle	Hancock Creek Elementary	Harns Marsh Elementary
1809 S.W. 36th Terrace	1601 Skyline Drive	1800 Unice Avenue N.
Cape Coral, FL 33614	N. Fort Myers, FL 33903	Lehigh Acres, FL 33971
Harns Marsh Middle	Hector A. Cafferata, Jr. Elem.	Heights Elementary
1820 Unice Avenue N.	250 Santa Barbara Blvd.	15200 Alexandria Court
Lehigh Acres, FL 33971	Cape Coral, FL 33993	Fort Myers, FL 33908
Ida S. Baker High	Island Coast High	J. Colin English Elementary
3500 Agualinda Blvd	2125 De Navarra Pkwy	120 Pine Island Road
Cape Coral, FL 33914	Cape Coral, FL 33909	North Fort Myers, FL 33903
James Stephens Int'l Academy	Lehigh Acres Middle	Lehigh Elementary
1333 Marsh Avenue	104 Arthur Ave	200 Schoolside Drive
Fort Myers, FL 33905	Lehigh Acres, FL 33936	Lehigh Acres, FL 33936

Lehigh Senior High	Lexington Middle	Manatee Elementary	
901 Gunnery Road	16351 Summerlin Road	5301 Tice Street	
Lehigh Acres, FL 33971	Fort Myers, FL 33908	Fort Myers, FL 33905	
Mariner High	Mariner Middle	Mirror Lakes Elementary	
701 Chiquita Blvd	425 Chiquita Blvd	525 Charwood Avenue S.	
Cape Coral, FL 33993	Cape Coral, FL 33993	Lehigh Acres, FL 33936	
North Fort Myers Academy for			
the Arts	North Fort Myers High	Oak Hammock Middle	
1856 Arts Way	5000 Orange Grove Road	5321 Tice Street	
N. Fort Myers, FL 33917	N. Fort Myers, FL 33903	Fort Myers, FL 33905	
Orange River Elementary	Orangewood Elementary	Patriot Elementary	
4501 Underwood Drive	4001 De Leon Street	711 S.W. 18th Street	
Fort Myers, FL 33905	Fort Myers, FL 33901	Cape Coral, FL 33991	
Paul Laurence Dunbar Middle	Pelican Elementary	Pine Island Elementary	
4750 Winkler Ave. Ext.	3525 S.W. 3 <sup>rd</sup> Ave.	5360 Ridgewood Drive	
Fort Myers, FL 33966	Cape Coral, FL 33914	Bokeelia, FL 33922	
Pinewoods Elementary	Ray V. Pottorf Elementary	Rayma C. Page Elementary	
11900 Stoneybrook Golf Drive	4600 Challenger Blvd	17000 S. Tamiami Trail	
Estero, FL 33928	Fort Myers, FL 33912	Fort Myers, FL 33908	
Riverdale High	River Hall Elementary	Royal Palm Exceptional Center	
2600 Buckingham Road	2800 River Hall Parkway	3050 Indian Street	
Fort Myers, FL 33905	Alva, FL 33920	Fort Myers, FL 33916	
San Carlos Park Elementary	Skyline Elementary	South Fort Myers High	
17282 Lee Road	620 S.W. 19th Street	14020 Plantation Road	
Fort Myers, 33967	Cape Coral, FL 33991	Fort Myers, FL 33912	
Spring Creek Elementary	Sunshine Elementary	Support Services Annex	
25571 Elementary Way	601 Sara Avenue	3308 Canal Street	
Bonita Springs, FL 34135	Lehigh Acres, FL 33971	Fort Myers, FL 33916	
Tanglewood Elementary	The Alva School	The Sanibel School	
1620 Manchester Blvd	17500 Church Avenue	3840 Sanibel-Captiva Road	
Fort Myers, FL 33919	Alva, FL 33920	Sanibel, FL 33957	
Three Oaks Elementary	Three Oaks Middle	Tice Elementary	
19600 Cypress View Drive	18500 Three Oaks Pkwy.	4524 Tice Street	
Fort Myers, FL 33967	Fort Myers, FL 33912	Fort Myers, FL 33905	
Tortuga Preserve Elementary	Trafalgar Elementary	Trafalgar Middle	
1711 Gunnery Road N.	1850 S.W. 20th Avenue	2120 Trafalgar Pkwy	
Lehigh Acres, FL 33971	Cape Coral, FL 33991	Cape Coral, FL 33991	
Treeline Elementary	Tropic Isles Elementary	Varsity Lakes Middle	
10900 Treeline Avenue	5145 Orange Grove Blvd.	801 Gunnery Road	
Fort Myers, FL 33913	North Fort Myers, FL 33903	Lehigh Acres, FL 33971	
Veterans Park Academy for the	Villas Elementary	Lee County Public Education	
Arts	8385 Beacon Blvd.	Center	
49 Homestead Road S.	Fort Myers, FL 33907	2855 Colonial Blvd.	
Lehigh Acres, FL 33936	, ,	Fort Myers, FL 33966	
District Warshauer Quarti	Mines Coulth Courts	Lee Adolescent Mothers	
District Warehouse Operations	Vince Smith Center	Program (LAMP)	
3308 Canal Street	2450 Prince Street	3650 Michigan Ave. Suite 2	
Fort Myers, FL 33916-6594	Fort Myers, FL 33916	Fort Myers, FL 33916	
Student Assignment	SW Florida Public Service	Transportation Central	
Lehigh Acres Office	Academy	3234 Canal Street	
1262 Wings Way Suite 207	4312 Michigan Avenue	Fort Myers, FL 33916	

Lehigh Acres, FL 33936	Fort Myers, FL 33905		
Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912	
Transportation West 450 N.W. 14th Avenue Cape Coral, FL 33909	PACE Center for Girls of Lee County 3800 Evans Avenue Fort Myers, FL 33901	AMI Kids Southwest Florida 1190 Main Street Fort Myers, FL 33931	
SW Florida Detention Center 2525 Ortiz Avenue Fort Myers, FL 33906	Success Academy 3650 Michigan Avenue Fort Myers, FL 33916	Bonita Springs High School 25592 Imperial Parkway Bonita Springs, FL 34135	

# Lee County Charter Schools: Updated October 2016

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

#### ATTACHMENT A – PROPOSAL RESPONSE FORM

# THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA DEPARTMENT OF PROCUREMENT SERVICES ITN No. N197368ES PRINTING SERVICES

DATE	SUBMITTED:
PROP	OSER NAME:
TO:	The School District of Lee County Fort Myers, Florida

## In addition to pricing, provide information required in response to Section 13.

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

ITEM No.	ITEM DESCRIPTION	COST	
	20# Bond 8 1/2 x 11 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
<b>—</b>	5,001-10,000 copies		
Line 1	10,001 + copies		
_	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	20# Bond 11 x 17 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
7	5,001-10,000 copies		
Line 2	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		

Line 3	20# Bond 8 1/2 x 14 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	20# Bond 8 1/2 x 11 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
4	5,001-10,000 copies		
Line 4	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	20# Bond 11 x 17 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
Line 5	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		

Line 6	20# Bond 8 1/2 x 14 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	60# Bond 8 1/2 x 11 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
Line 7	10,001 + copies		
_	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	60# Bond 11 x 17 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
Line 8	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		

Line 9	60# Text 8 1/2 x 14 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	60# Text 8 1/2 x 11 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
0	5,001-10,000 copies		
Line 10	10,001 + copies		
7	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	60# Text 11 x 17 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
Line 11	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		

Line 12	60# Text 8 1/2 x 14 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	67# Vellum 8 1/2 x 11 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
က	5,001-10,000 copies		
Line 13	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	67# Vellum 11 x 17 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
Line 14	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		

Line 15	67# Vellum 8 1/2 x 11 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	67# Vellum 11 x 17 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
9	5,001-10,000 copies		
Line 16	10,001 + copies		
:5	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	67# Vellum 8 1/2 x 14 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
Line 17	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		

Line 18	80# Cover C2S 8 1/2 x 11 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	80# Cover C2S 11 x 17 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
6	5,001-10,000 copies		
Line 19	10,001 + copies		
=	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	80# Cover C2S 12 x 18 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
Line 20	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		

Line 21	80# Cover C2S 8 1/2 x 11 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	80# Cover C2S 11 x 17 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
2	5,001-10,000 copies		
Line 22	10,001 + copies		
Ξ	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	80# Cover C2S 12 x 18 Four-Color	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
Line 23	5,001-10,000 copies		
	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		

	110# Index 8 1/2 x 11 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
42	5,001-10,000 copies		
Line 24	10,001 + copies		
	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies		
	110# Index 11 x 17 Black & White	White Paper	Color Paper
	One (1) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
25	5,001-10,000 copies		
Line 25	10,001 + copies		
_	Two (2) Sided Production per Sheet		
	1-1,000 copies		
	1,001-5,000 copies		
	5,001-10,000 copies		
	10,001 + copies	Quantity Per	
26	Envelopes 10-24 White	Box	Price Per Box
	Single Color Printing Price Per Box		
	Envelopes 10-24 White		
27	Four-Color Printing Price Per Box		
~	Envelopes 10-24 White		
28	Single Color Printing Price Per Box		
	Envelopes 10-24 White		
29	Four-Color Printing Price Per Box		
30	Envelopes Brown Kraft 28X Black Ink		
က	6 x 9 Printing Price Per Box		

31	Envelopes Brown Kraft 28X Black Ink	
က	7 x 10 Printing Price Per Box	
	Envelopes Brown Kraft 28X Black Ink	
32	9 x 12 Printing Price Per Box	
_	Envelopes Brown Kraft 28X Black Ink	
33	10 x 13 Printing Price Per Box	
	Envelopes Brown Kraft 28X Black Ink	
34	10 x 15 Printing Price Per Box	
	Folding Per Sheet	Cost
35	1-1,000 copies	
Line 35	1,001-5,000 copies	
	5,001-10,000 copies	
	10,001 + copies	
36	Stapling	
(1)	Per Staple	
	Padding (Per Pad)	
37	50 sheets per pad	
	100 sheets per pad	
	NCR Padding	
	1-1,000 copies	
Line 38	1,001-5,000 copies	
	5,001-10,000 copies	
	10,001 + copies	
39	Trimming per 1000 sheets cut	
40	Plastic Coil Binding 1/4" Each	
4	Plastic Coil Binding 1/2" Each	
42	Plastic Coil Binding 3/4" Each	
43	Plastic Coil Binding 1 Inch Each	

44	Three (3) Hole Punching		
4	Per 1,000 sheets		
45	Laminating (per square foot)		
46	Hourly Labor Rate (Basic Typesetting)		
	8 1/2 x 11, 8 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
47	1-1,000 copies		
Line 47	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 12 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
48	1-1,000 copies		
Line 48	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 16 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
49	1-1,000 copies		
Line 49	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 20 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
50	1-1,000 copies		
Line 50	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 24 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
51	1-1,000 copies		
Line 51	1,001-10,000 copies		
_	10,001-25,000 copies		
	25,000 + copies		

	8 1/2 x 11, 28 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
52	1-1,000 copies		
Line 52	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 32 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
53	1-1,000 copies		
Line 53	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 36 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
54	1-1,000 copies		
Line 54	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 40 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
55	1-1,000 copies		
Line 55	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 44 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
56	1-1,000 copies		
Line 56	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		

	8 1/2 x 11, 48 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
22	1-1,000 copies		
Line 57	1,001-10,000 copies		
_	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 52 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
28	1-1,000 copies		
Line 58	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 56 page per book, black and white, stitch bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
29	1-1,000 copies		
Line 59	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 60 page per book, black and white,	Price per book	Price per book
	stitch bound Newsprint (or house equivalent)	27.6#	50#
09	stitch bound Newsprint (or house equivalent)  1-1,000 copies	27.6#	50#
Line 60		27.6#	50#
Line 60	1-1,000 copies	27.6#	50#
Line 60	1-1,000 copies 1,001-10,000 copies	27.6#	50#
Line 60	1-1,000 copies 1,001-10,000 copies 10,001-25,000 copies	27.6#  Price per book 27.6#	50#  Price per book 50#
	1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 8 page per book, black and white, glue	Price per book	Price per book
	1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 8 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book	Price per book
Line 61 Line 60	1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 8 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies	Price per book	Price per book
	1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 8 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies	Price per book	Price per book
	1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 8 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies	Price per book	Price per book
Line 61	1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 8 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 12 page per book, black and white,	Price per book 27.6#	Price per book 50#
	1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 8 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 12 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
Line 61	1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 8 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  25,000 + copies  8 1/2 x 11, 12 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies	Price per book 27.6#	Price per book 50#

	8 1/2 x 11, 16 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
63	1-1,000 copies		
Line 63	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 20 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
64	1-1,000 copies		
Line 64	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 24 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
65	1-1,000 copies		
Line 65	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 28 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
99	1-1,000 copies		
Line 66	1-1,000 copies 1,001-10,000 copies		
Line 66			
Line 66	1,001-10,000 copies		
Line 66	1,001-10,000 copies 10,001-25,000 copies	Price per book 27.6#	Price per book 50#
	1,001-10,000 copies 10,001-25,000 copies 25,000 + copies 8 1/2 x 11, 32 page per book, black and white,	•	•
Line 67 Line 66	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 32 page per book, black and white, glue bound Newsprint (or house equivalent)	•	•
	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 32 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies	•	•
	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 32 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies	•	•
	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 32 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies	•	•
Line 67	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 32 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 36 page per book, black and white,	27.6#  Price per book	50#  Price per book
	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 32 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 36 page per book, black and white, glue bound Newsprint (or house equivalent)	27.6#  Price per book	50#  Price per book
Line 67	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 32 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 36 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies	27.6#  Price per book	50#  Price per book

	8 1/2 x 11, 40 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
69	1-1,000 copies		
Line 69	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 44 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
20	1-1,000 copies		
Line 70	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 48 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
7	1-1,000 copies		
Line 71	1,001-10,000 copies		
	10,001-25,000 copies		
	25,000 + copies		
	8 1/2 x 11, 52 page per book, black and white, glue bound Newsprint (or house equivalent)	Price per book 27.6#	Price per book 50#
72	1-1,000 copies		
Line 72	1-1,000 copies 1,001-10,000 copies		
Line 72	•		
Line 72	1,001-10,000 copies		
Line 72	1,001-10,000 copies 10,001-25,000 copies	Price per book 27.6#	Price per book 50#
	1,001-10,000 copies 10,001-25,000 copies 25,000 + copies 8 1/2 x 11, 56 page per book, black and white,	•	
Line 73 Line 72	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 56 page per book, black and white, glue bound Newsprint (or house equivalent)	•	
	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 56 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies	•	
	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 56 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies	•	
	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 56 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies	•	
Line 73	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 56 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 60 page per book, black and white,	27.6#  Price per book	50#  Price per book
	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 56 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 60 page per book, black and white, glue bound Newsprint (or house equivalent)	27.6#  Price per book	50#  Price per book
Line 73	1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 56 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies  1,001-10,000 copies  10,001-25,000 copies  25,000 + copies  8 1/2 x 11, 60 page per book, black and white, glue bound Newsprint (or house equivalent)  1-1,000 copies	27.6#  Price per book	50#  Price per book

Line 75	Delivery	Price per location
	For 3 or more locations ONLY	
Line 76	Percentage discount or markup of future printing services offered.	
Line 77	Does your Company presently have the ability to accept ePayables program through MasterCard for payment?	

Printed Name:	
Signature of authorized Vendor representative: _	
Date:	

# ATTACHMENT B REFERENCE REQUEST FORM INSTRUCTIONS

# CLIENT TO COMPLETE AND RETURN VIA EMAIL The School District of Lee County, Fort Myers, FL

EdithMS@leeschools.net

<u>Instructions to Respondents:</u> Complete the Respondent/Vendor Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Up to three (3) complete, on time references may earn the Respondent from zero (0) to six (6) points each during the evaluation process. Missing references will result in a score of zero (0) points each and may result in the Respondent being deemed non-responsive. References shall be *inclusive of the District.* 

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# ATTACHMENT B – EMAIL REFERENCE REQUEST FORM

## ITN #N197368ES, Printing Services

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

RE	QUESTING AGENCY: SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
PR	OPOSERS NAME:
CLI	ENT AGENCY/FIRM PROVIDING REFERENCE:
CLI	ENT's INDIVIDUAL NAME:
ΕN	IAIL ADDRESS: PHONE:
Pro	response to Invitation to Negotiate ITN No. N197368ES, the School District of Lee County requires interested oposers to submit client references for a minimum of three (3) prior engagements for which the Proposer has served this capacity.
rec clie fro zer eac	tructions to Proposers: Complete the Proposer Name and distribute this form to a minimum of three (3) clients and quest the form be completed and returned in compliance with the Instructions to Client References. Proposer's ents shall email the completed Reference Form to <a href="EdithMS@leeschools.net">EdithMS@leeschools.net</a> , and references shall only be accepted me the Proposers client's email address. Up to three (3) complete, on time references may earn the Proposer from 0 (0) to six (6) points each during the evaluation process. Missing references will result in a score of zero (0) points ch and may result in the Proposer being deemed non-responsive. References may include no more than one erence from the School District of Lee County.
	tructions to Client References: Complete this reference questionnaire and return it no later than November 7, 2019 OPM EST, via email, to EdithMS@LeeSchools.net
1.	Is the Proposer currently providing services for your organization or have they provided support for this service in the past 3 years? Yes No For what duration were the service provided?
2.	What services were provided by the Proposer to your organization?
3.	Please rate the quality of the Proposers service and/or products. (5 being excellent, 1 being unacceptable)
4.	What is the standard delivery time after the Proposer receives Purchase Orders?
5.	Please describe the dynamic/interaction between the Proposer's staff and the Client staff (5 being excellent, 1 being unacceptable)

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rat	Please list Proposers principle staff involved in providincing products and services to your organization. Please rate them individually. Comment on the skills, knowledge, behaviors or other factors based on the rating. (5 being excellent, 1 being unacceptable)				
Na	ame:	Rating:			
Na	nme:	Rating:			
Na	nme:	Rating:			
Со	omments:				
7.	When you have experienced quality issues, describe	the response of the Proposer's staff			
8.	Which aspect(s) of the Proposers services/products a	re <u>most</u> satisfied?			
9.	Which aspect(s) of the Proposers services/products a	re <u>least</u> satisfied?			
10	Please rate the satisfaction with the Proposers responsers unacceptable)		ellent, 1		
11.	. Would you recommend the Proposers services again				

#### ATTACHMENT C - INSURANCE REQUIREMENTS FORM

### The School Board of Lee County Florida **Insurance Requirements**

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#### **REQUIRED LIMITS**

X 1. Workers' Compensation Statutory Limits of Florida Statutes,

Chapter 440 and all Federal

Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of \$500,000.00 each incident.

X 2. Commercial General Liability Bodily Injury & Property Damage

(Occurrence Form)

patterned after the 1995 I.S.O.

form \$1,000,000.00 Single Limit Per Occurrence

 $\underline{X}$  3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.

\$1,000,000.00 Each Occurrence X 4. Automobile Liability

Owned/Non-owned/Hired Automobile Included

X 5. Other Insurance as indicated below:

a) Professional Liability \$1,000,000.00

All projects OVER \$100,000 (that will take longer than b) Builder's Risk 30 days to complete) to be reviewed by the Districts

Insurance Consultant and may require Builder's Risk.

# The School Board of Lee County Florida Insurance Requirements

(Continued)

<u>X</u> 6.	Vendor shall insure that all Subcontractors comply with the same insurto meet. The same Vendor shall provide The School Board of Lee County the required insurance provisions.	·
<u>X</u> 7.	The School Board of Lee County must be named as <b>"ADDITIONAL INSUR</b> coverages except Workers' Compensation and Professional Liability.	<b>ED"</b> on the Insurance Certificate for all
<u>X</u> 8.	The School Board of Lee County shall be named as the Certificate Holder	<u>.</u>
	NOTE: The "Certificate Holder" should read as follows:	
	The School Board of Lee County, Florida  Attn: Procurement Services  2855 Colonial Boulevard  Fort Myers, Florida 33966	
<u>X</u> 9.	Thirty (30) Days Cancellation Notice is required.	
_X_10	. The Certificate must state the ITN Number and Title.	
	responsibility of the awarded vendor(s) to provide the District with up ce, prior to expiration <u>any time during the awarded period</u> .	dated copies of current Certificate of
<u>PROPO</u>	SER'S AND INSURANCE AGENT STATEMENT:	
is requ must b	lerstand the insurance requirements contained in these specifications, ar ired within five (5) business days of the Notice of Award of the prope named as "ADDITIONAL INSURED" on the Insurance Certificate for a Auto Liability policies. The School Board of Lee County desires proof or al.	osal. The School Board of Lee County Commercial General Liability and the
A curre	nt certificate of insurance is attached:YESNO	
Propos	er Name Proposer Title	
Signatu	re of Proposer	-

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### ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

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

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

Addendum #1	Signature	Date Issued:	Attached to proposal?YN
Addendum #2	Signature	Date Issued:	Attached to proposal?YN
Addendum #3	Signature	Date Issued:	Attached to proposal?YN
Addendum #4	Signature	Date Issued:	Attached to proposal?YN
Addendum #5	Signature	Date Issued:	Attached to proposal?YN

#### ATTACHMENT E – DEBARMENT FORM

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

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

#### **Instructions for Certification**

- 1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

- 6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

#### Certification

(1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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

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# ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statue 287.087 hereby certifies that		
	does:	
	Name of Business	
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.	
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.	
3.	Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.	
4.	In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.	
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.	
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.	
As t	the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.	
Sigr	nature of Authorized Officer	
Dat	e	

#### ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

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

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

This sworn state	ment is submitted with Bid, Proposal or Contract No	o for	
	ment is submitted by	(Name of entity submitting sworn	
statement) who	se business address is	and (if	
applicable) its Fe	deral Employer Identification Number (FEIN) is	If the entity has	
no FEIN, include	no FEIN, include the Social Security Number of the individual signing this sworn		
statement:			
My name is		and my relationship to the	
	(please print name of individual signing) entity name above is		

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or
  - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

en co wh off	inderstand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person of tity organized under the laws of any state or of the United States with the legal power to enter into a binding intract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, on inich otherwise transacts or applies to transact business with a public entity. The term "person" includes those ficers, directors, executives, partners, shareholders, employees, members, and agents who are active in an agement of an entity.
	sed on information and belief, the statement which I have marked below is true in relation to the entity submitting is sworn statement. (Please indicate which statement applies.)
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners areholders, employees, members, or agents who are active in management of the entity, not any affiliate of the tity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
en	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners areholders, employees, members, or agents who are active in management of the entity, or an affiliate of the tity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, <u>AND</u> (Please indicate nich additional statement applies.)
 an	The person HAS or HAS NOT been placed on the convicted vendor list. (Please describe y action taken by or pending with the Department of Management Services concerning removal from the list.)
	(Signature)
	Date:
STATE (	DF
COUNT	Y OF
	APPEARED IN PERSON BEFORE ME (the undersigned authority), who is
persona	ally known to me or provided the following identification, and affixed his/he
signatu	re in the space provided above on this day of, 20
	NOTARY PUBLIC
My com	nmission expires:

Form PUR 7068 (Rev. 11/89)

### ATTACHMENT H - EMERGENCY/STORM RELATED CATASTROPHE AGREEMENT

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

#### **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER**

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

I hereby understand and agree to the above statement:			
(Signature)	(Print Name)	(Title)	
Emergency Telephone Nu	mber:		
Home Telephone Number	:		
Cellular Phone Number			

## ATTACHMENT I- SEALED PROPOSAL MAILING LABEL

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

SEA	ALED PROPOSAL *** DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL
FROM: ADDRESS: _	
	DELIVER TO: THE SCHOOL DISTRICT  DEPARTMENT OF PROCUREMENT SERVICES  2855 COLONIAL BLVD.  FORT MYERS, FL 33966-1012

ITN NO.: N197368ES

**PRINTING SERVICES** 

OPENS: November 7, 2019 at 2:00 pm