



ESTERO
CLASSICAL ★ ACADEMY

Esterio Classical Academy

Request for Proposals

Esterio Classical Academy (ECA)

OFFICE AND CLASSROOM FURNITURE

RFP Number: ECA-001

Issue Date: December 2, 2022

Due Date: January 13, 2023

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INTRODUCTION

Through this Request for Proposal (RFP), Estero Classical Academy (ECA) is seeking to engage a qualified vendor to provide furniture, including delivery and installation services, for their school located at **17660 Corkscrew Road, Estero, FL 33928**. The scope consists of furnishing classrooms, offices, teacher workrooms and conference rooms in the school. ECA expects all furniture delivered and installed by July 16, 2023.

The following documents are available for download on the ECA website:

- 1) Exhibit A: ECA Furniture Requirements

Estero Classical Academy is a non-profit charter school chartered in Lee County in Estero, Florida. ECA will open its doors on or about August 10, 2023, to over 1,200 students.

OptimaEd, was founded to support the establishment and expansion of superior quality schools of choice. The foundation provides support services to ECA.

ECA CONTACT

All communications, including any requests for clarification, concerning this RFP should be addressed via email to the following Buyer:

Kimberly Komorny
Business Manager
kkomorny@optimaed.com

SOLICITATION KEY DATES AND TIMELINE

(Dates are subject to change at any time in ECA's sole discretion)

Table 1: Key Dates

RFP Activity	Dates
RFP Released, Posted Online	December 2, 2022
Questions Due by Proposers	December 9, 2022
Response to Questions Posted Online	December 16, 2022
Proposal Due Date and Time	January 13, 2023 4:00 PM Eastern Time
Notice of Intent to Award	January 16, 2023
Board Approval	January 27, 2023
Issue Purchase Order	April 30, 2023
Furniture Delivery Period	July 1, 2023 – July 10, 2023

SCOPE OF WORK

This RFP contains one exhibit to communicate the basis of the RFP. Type and quantity requirements for the desired furnishings are included in Exhibit A (ECA Furniture Requirements) on sheet “**RFP Input**”.

In response to the RFP, vendors must provide the following information regarding the proposed furniture:

- 1) Provide pricing in designated column on Exhibit A sheet “**RFP Input**”.

The successful respondent will be responsible for all aspects of procuring, ordering, shipping, receiving, inspecting, staging, and installing the furniture at the academy. The academy is accessible by a street-level entrance.

Respondent will be responsible for supervising the performance of the Scope of Work, including performance by any furniture related subcontractors. Respondent is responsible for overseeing product orders, deliveries, installations, punch-lists, and reasonable cleanup activities. Academy officials will conduct a final walk through upon completion of the project to ensure the furniture package was delivered and installed as required.

Furniture costs (including shipping and installation) are to be proposed by the respondent and entered in Exhibit A sheet “RFP Input”. ECA may adjust the furniture quantities to meet their needs as required. Additionally, the successful vendor must agree to hold project pricing for the duration of one (1) year after project completion in the event ECA finds they need to order additional pieces to supplement the floor plan.

Upon award of the project, the successful vendor will work with the specifying designer to select finishes and upholsteries.

ECA may conduct interviews with one or more finalists to determine the successful vendor. ECA’s objective is to award the proposal to one vendor. That said, ECA reserves the right to make awards to multiple vendors on an item-by-item or item group basis. All parties responding to this RFP do so at their own expense. ECA assumes no responsibility or liability for costs associated with responding to this RFP.

Through this RFP, ECA has not committed to undertaking the work set forth. ECA reserves the right to reject any and all proposals (wholly or in part), to call for new proposals, amend scope of services, or to enter into negotiations with one or more respondents if ECA deems it is in their best interest. ECA reserves the right to make those decisions after receipt of responses. ECA’s decision on these matters is final.

PROPOSAL OUTLINE

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal should include the following items:

- 1) Table of Contents

Include a table of contents that identifies the material by section, page number and a reference to the information to be contained in the proposal.

2) Solicitation Form

The solicitation form included shall be included here.

3) Profile of Firm Proposing

Provide a brief description of the Firm, its size, and the locations of its offices. State whether the Firm is a qualified small or minority-owned business, women business enterprise.

- a) State the Firm's entity type (i.e., sole proprietorship, corporation, etc.) and state of incorporation or organization, if applicable.
- b) State whether the Firm is in compliance with the applicable registration, licensure, and permit requirements to do business in Florida and Collier County.
- c) Describe the local office from which the work is to be performed:
 - i) Location of office.
 - ii) Current size of the office.
 - iii) The size of professional staff by level who would be working on this project, such as partner, manager and supervisor, senior, and other professional staff.
 - iv) The credentials and qualifications of key professional staff who will be involved on this project.
- d) Identify any material litigation, administrative proceedings, or investigations in which your Firm is currently involved. Identify any material litigation, administrative proceedings, or investigations, to which your Firm or any of its principals, partners, associates, subcontractors, or support staff was a party, that has been settled within the past two (2) years.

4) Project Specific Experience

Provide a description of the three most relevant furniture, fixtures, and equipment (FF&E) projects similar to those described in this RFP, including furniture purchase and installation contracts held by the proposing Firm within the last five years, one page per project, to include:

- a) Role of the Firm
- b) Dollar value of the project
- c) Dollar value of fee
- d) Project description
- e) Staffing
- f) Duration of project
- g) Relationship to client
- h) Client contact information: name, position, entity name, telephone number, and email address for each project

5) Scope of Services and Proposed Project Timeline

Scope of Services

Describe the Firm's understanding of the scope of services to be provided. Provide a description of how the Firm will approach this work including how the proposing Firm will manage the design process, installation, overall project schedule and ongoing service and maintenance.

- a) Firm shall identify components proposed by manufacturer and model in Exhibit A sheet “RFP Input” and
- b) Please indicate in-house or contracted installation and service. If in-house, indicate number of installation/service staff. If contracted, please list contractor(s) and length of relationship(s) or volume of work completed within the past three years. Please also indicate estimated installation time for project.

Project Timeline

Respondents to this Request for Proposals must provide a schedule which shows:

- a) Time from order date to receipt of furniture at Proposer’s warehouse.
- b) Duration of installation.
- c) Vendor shall notify Buyer no later than ten business days prior to delivery and installation of the furniture. Delivery notification shall be made to Kimberly Komorny at kkomorny@optimaed.com.
- d) Furniture delivery and installation must be carried out between 8:00 AM and 5:00 PM on weekdays, or at other times by mutual agreement. If, for whatever reason the delivery is postponed beyond the target completion date, the successful vendor shall cover monthly storage costs for up to but not more than one month.

6) Fees and Expenses

Firms should state the total cost of the project. Firms shall complete and provide Exhibit A: ECA Furniture Requirements with proposed costs per item on sheet “RFP Input”. This cost should include one number that includes:

- a) Item cost
- b) Shipping cost
- c) Installation cost
- d) No Florida sales tax should be included

Firm should state the costs for warehousing and handling product for time greater than one month, should a significant delay in the project arise after the product has been manufactured. Costs for warehousing any early deliveries will be borne by the Firm or manufacturer.

The Firm's proposal should delineate the payment terms of the agreement; early payment discounts, progress payments, down payments, prepayments required, etc.

The selected vendor shall be responsible for warranty labor for the time stated in the manufacturer’s written warranty.

7) Required Additional Forms

Provide the following completed forms:

- a) Certification Form
- b) Conflict of Interest Certificate
- c) Drug Free Workplace Certification

PROPOSAL SUBMISSION AND SELECTION PROCESS

Each proposal will be reviewed, and a determination will be made based on the following factors:

- 1) Qualifications, experience, references, and ability to carry out the described scope of work
 - a) Professional ability, capacity, and skill of the vendor to perform the work as outlined in Scope of Work
 - b) Availability of all products
 - c) Ability to meet specifications set forth in the Scope of Work
 - d) Recommendations by references
 - e) Previous experience working with schools
- 2) Fees / expenses
 - a) Total cost for all items (including shipping and installation)
 - b) Storage cost
- 3) Completeness of proposal and adherence to RFP instructions
 - a) Conformity to provided base specification
 - b) Ability to perform work within time constraints without delay or interference
 - c) Other pertinent information submitted
- 4) Minority business participation

	Points
Qualifications, experience, references, and ability to carry out the described scope of work	35
Fees / expenses	50
Completeness of proposal and adherence to RFP instructions	10
Qualified small or minority-owned firm, women business enterprise	5
Total	100

Designated Optima staff or selected advisors will evaluate the written proposals. Optima may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal. Final scores for each Proposer will reflect a consensus of the evaluations.

Any attempt by a Proposer to contact a member of ECA or Optima staff or selected advisors outside the RFP process, in an attempt to gain knowledge or an advantage, may result in disqualification of Proposer.

Instructions and Notifications to Proposers

- 1) Potential Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- 2) All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the Proposer. ECA assumes no responsibility for such costs.

- 3) Proposals are considered to be irrevocable for a period of not less than 120 days following the date set for submission of proposals.
- 4) All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- 5) All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Proposers should also provide a delineation of the portion of the Scope of Work for which each of these professionals will be responsible.
- 6) All proposals should include the Proposer's FEIN or social security number.
- 7) The purchase of products under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of the academy.
- 8) Awarding this RFP is based on the evaluation criteria set forth in this RFP. Vendors are advised, however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by the academy, which may use any such materials and ideas.
- 9) ECA reserves the right to award to one or more Proposers.

WRITTEN QUESTIONS AND ADDENDA

Written questions or comments regarding this RFP must be in writing and received no later than the date in Table 1. All questions should be emailed to Kimberly Komorny at kkomorny@optimaed.com.

Contractor(s) invited to submit a proposal understand and agree that they have an affirmative duty to inquire and seek clarification regarding anything in this RFP that is unclear or open to more than one interpretation.

ECA will make questions submitted by offerors and responses to the submitted questions available to all offerors on the academy website.

ECA reserves the right in its sole discretion to revise or amend this RFP prior to the stated submittal deadline. Any such revisions will be made by written addenda to this RFP. All amendments will be posted on the school's website. Contractors are responsible for verifying they have received, and all proposals shall acknowledge receipt of, all addenda issued by ECA relating to this RFP. Failure to acknowledge receipt of all such addenda may render a proposal nonresponsive.

REVIEW PROCESS

ECA may, at its discretion, request interviews/presentations by or a meeting with any or all firms, to clarify or negotiate modifications to the Firm's proposal. However, ECA reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Firm can propose. ECA contemplates award of the contract to the responsive, responsible Firm whose proposal is the most advantageous to ECA, based on the highest total points and its decision is final.

ECA utilizes, whenever possible, small businesses, small business disadvantaged business concerns, veteran-owned small businesses, minority-owned firms, and/or woman-owned business enterprises for major purchases. Therefore, firms that meet these criteria will be given preference, should they meet all other stated criteria in the RFP.

AWARD PROCESS

Once a recommendation for award is made, a notice of intent to award is posted on the academy website along with the summary list of awardees. The posting will include the RFP protest procedures that have been adopted by the school. This posting is the official method adopted by the school for notifying Proposers of its intent to award contracts. After the notice has been posted for 48 hours, the posting is time and date stamped again and removed marking the end of the Proposers' right to file an RFP protest. The posting is kept for the official record with the RFP file.

The award recommendation will be presented to the ECA board of directors for approval. If approved, the winning Proposer(s) will be notified by email.

REJECTION OF PROPOSALS

ECA reserves the right, in its sole discretion, to reject any or all proposals, in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. The proposal may be rejected if it fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

A deviation from the RFP requirements may cause a proposal to be rejected. ECA may or may not waive an immaterial deviation or defect in a proposal. ECA's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a Proposer from full compliance with the RFP requirements.

Proposals that contain false or misleading statements may be rejected if in ECA's opinion the information was intended to mislead ECA regarding a requirement of the RFP.

ECA may reject a proposal from a Firm it finds non-responsible or nonresponsive. Any person or entity that has substantially assisted ECA in preparing any part of this RFP is prohibited from submitting a proposal. Submission of a proposal to ECA shall constitute the contractor's certification that the proposal is not collusive.

PROTESTS

- 1) Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Buyer immediately, but no later than two (2) working days after proposal opening or after recommendation of award, if not to the apparent low Proposer, or as set forth in paragraph 8 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Buyer no later than 2 p.m. on the 4th calendar day immediately following the proposal opening or receipt of notice of intent to award recommendation as is appropriate. Protests shall be presented with specificity, and every issue shall be fully documented.
- 2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.
- 3) The Buyer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Buyer from calling a special meeting or granting a continuance under extraordinary circumstances.

- 4) All Proposers or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.
- 5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Buyer presiding at any protest hearing.
- 6) The Buyer shall issue his/her decision within five (5) working days of the completion of the protest hearing.
- 7) The Buyer's decision shall result in a final order which may include findings and conclusions. The decision of the Buyer shall be final.
- 8) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective Proposer or offeror but no later than 10 days prior to the date of proposal opening or proposal due date.

NOTICE TO FIRM(S)

- 1) **RESERVATIONS:** Estero Classical Academy reserves the right to reject any or all proposals or any part thereof and/or waive informalities if such action is deemed in the best interest of Estero Classical Academy.

Estero Classical Academy reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to propose, and general conditions and specifications which are attached and made part of this proposal, or in any case of any attempt to willfully impose upon Estero Classical Academy materials or products or workmanship which is, in the opinion of Estero Classical Academy, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Estero Classical Academy to damages for the breach of any covenants of the contract by the contractor. Estero Classical Academy also reserves the right to reject the proposal of any Proposer who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing materials similar in nature to those materials mentioned in this proposal.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Estero Classical Academy reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this proposal.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Estero Classical Academy reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Estero Classical Academy thereby.

SHOULD ANY PROPOSER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS PROPOSAL HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER PROPOSAL.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this proposal.

- 2) **QUOTATIONS:** No Proposer will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Proposers must determine for themselves which to offer. IF SAID PROPOSER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE BUYER.
- 3) **TAXES:** Estero Classical Academy is exempt from the following taxes: State of Florida sales tax certificate number 85-801812488C-3.
- 4) **CARTAGE:** No charge will be allowed for cartage or packages unless by special agreement.
- 5) **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Estero Classical Academy are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Estero Classical Academy. These repairs, replacements or adjustments shall be made only at such times as will be designated by Estero Classical Academy as least detrimental to the operation of Estero Classical Academy.
- 6) **DISCOUNTS:** All discounts to be included in proposal price.
- 7) **COLLUSION:** The Proposer, by affixing his/her signature to this proposal, agrees to the following: Proposer certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same items; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 8) **ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Proposer's own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of Proposers. In case of error in extension of prices in the proposal, the unit price shall govern.

SPECIAL CONDITIONS

- 1) **AWARD:** For purposes of evaluation, the following will be interpreted as follows:
Unit Price: Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of \$0 will be deemed "included at no charge". Failure to respond as requested may result in rejection of item(s) as non-responsive.
- 2) **QUESTIONS:** Any questions and/or request for additional information should be directed to Kimberly Komorny via email kkomorny@optimaed.com placing this RFP number (ECA-001) in the subject header. No verbal or written information obtained other than by information in this document or by written addendum to this proposal will be binding on the academy.

- 3) **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this RFP with academy board members, employees, or personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents' proposal.
- 4) **COLORS/FINISHES:** Standard colors and finishes will be chosen at time of order.
- 5) **UNITS OF MEASURE AND LOT SIZES:** The item unit of measure shall be as indicated on the "RFP Input" sheet. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the proposal price to the requested unit of measure. Proposals received for items that have not been converted to the requested units of measure shall be considered non-responsive.
- 6) **QUANTITIES:** The items listed in this solicitation will be ordered on an "AS NEEDED" basis by Estero Classical Academy. No firm statement of quantity, totally or individually, can be made. The column headed "Estimated Quantity" is for information only and does not bind Estero Classical Academy to make any purchases under this proposal. Estimated quantities are based on expected usage.
- 7) **DELIVERY:** All items will be F.O.B. INSIDE DELIVERY, UNPACKED, INSTALLED, SETUP AND READY TO USE. Vendor will be responsible for the removal of dunnage on these items. When items are delivered, ECA personnel WILL NOT be responsible for assisting the truck driver in taking the items off the truck. Please make sure your delivery vendor is aware of this fact.
- 8) **DISCONTINUED ITEMS:** If during the contract period an item is discontinued by the manufacturer and the manufacturer offers a replacement, Proposer must contact the Buyer prior to any shipment of replacement items for approval.
- 9) **WARRANTY:** The successful vendor shall fully guarantee all items furnished hereunder against defect in material and/or workmanship for a period of one (1) year from the date of acceptance by ECA, or manufacturer's warranty whichever is greater. Should any defect in material or workmanship, excepting ordinary wear and tear, appears during the warranty period, the successful Proposer shall repair or replace same at no cost to ECA, immediately upon written notice from ECA.
- 10) **LABOR AND MATERIAL:** The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.
- 11) **PERSONNEL CONDUCT:** All individuals performing services under this contract shall adhere to ECA rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any ECA facility. Failure of contractor's personnel to adhere to ECA rules and regulations described herein will result in removal of the individual(s) from the job site.
- 12) **SAFETY:** The Proposer shall take all reasonable precautions for the safety and shall provide all reasonable protection to prevent damage, injury or loss to persons, students and employees of

- ECA. The Proposer shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.
- 13) **CLEAN UP:** The contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, shall remove all waste materials and rubbish from and about the work site as well as tools, equipment, machinery, and surplus materials. Use of school dumpsters is not permitted for disposal of contractor material. If the contractor fails to clean up at the completion of the work, ECA may do so and the cost shall be charged to the contractor. Any costs caused by defective or ill-timed work shall be borne by the contractor. All damage to fences, structures, sod, or other property will be promptly repaired at the contractor's expense.
 - 14) **PERMITS, FEES, and NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to ECA, shall assume full responsibility therefore and shall bear all costs attributable thereto.
 - 15) **FAMILIARITY WITH LAWS:** The Proposer is required to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve him/her from responsibility for compliance with their requirements.
 - 16) **JESSICA LUNSFORD ACT** (when applicable): At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the academy. By submittal of a proposal, each Firm acknowledges and accepts this responsibility including all associated costs.
 - 17) **FEDERAL FUNDS:** The Proposer certifies by submission of their proposal, 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. When requested, the Proposer/Contractor will execute and deliver to the academy the appropriate federal debarment certification form within three (3) business days.
 - 18) **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:** This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Contractor without prior written consent of ECA.
 - 19) **METHOD OF PAYMENT:** Payments to vendors will be made via check.
 - 20) **DISQUALIFICATION OF PROPOSER:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

- 21) **PUBLIC ENTITY CRIMES AFFIDAVIT:** 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 public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 22) **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this invitation to proposal may be unilaterally canceled by Estero Classical Academy for refusal of contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.
- 23) **PUBLIC RECORD:** Pursuant to Florida Statutes Chapter 119(1)(b)2, proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.
- 24) **CIRCUMSTANCES BEYOND CONTROL:** Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Buyer, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of ECA, the disruption presented is commensurate with the conditions established herein, ECA may elect to modify delivery/service timelines, renegotiate the contract in whole or in part. The vendor will be given written notification of all decisions made. While the decision of ECA shall be final, the goal will be a solution that is mutually beneficial.

SUBMISSION INSTRUCTIONS

Proposals must be submitted prior to the proposal due date and time. Proposals are to be delivered to Estero Classical Academy using the following email address: kkomorny@optimaed.com. Proposers are fully responsible for delivery of proposals. Late proposals will not be considered. Proposal submitters are responsible for confirming the receipt of proposals.

Official time, for the purpose of proposal due date and time, will be calibrated using <https://www.timeanddate.com/worldclock/usa/naples>.

FORMS

A. Solicitation Form

Buyer: Kimberly Komorny Phone: (239) 673-2231

RFP Number: ECA-001

RFP Title: Estero Classical Academy (ECA) OFFICE AND CLASSROOM FURNITURE

Term of RFP: DATE OF AWARD THROUGH JULY 31, 2023

Review: Proposals received prior to the due date and time will be reviewed and may not be withdrawn for 120 days after opening.

Submit RFP response to: kkomorny@optimaed.com

PROPOSER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for proposal to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this RFP, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the Proposer.

Legal Name of Proposer: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____

Email Address: _____ Internet URL: _____

Federal ID # or SS #: _____ Duns #: _____

If you are a certified minority, state certifying agency: _____

Delivery can be made within _____ calendar days after receipt of order.

Signature of Authorized Representative: _____

Printed/Typed Name of Authorized Representative: _____

Title: _____ Date: _____

B. Certification Form

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

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, 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 proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,” 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

ECA-001 Estero Classical Academy (ECA) Office and Classroom Furniture
Project Name

Name:

Title

Signature

Date

C. Conflict of Interest Certificate

Proposer **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of Estero Classical Academy requiring the goods or services described in this RFP has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named Estero Classical Academy official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 3750 Enterprise Avenue, Naples, FL 34104, Collier County, Florida, prior to proposal opening.

Name

Title or Position Date of Filing

Name

Title or Position Date of Filing

Name

Title or Position Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

D. Drug Free Workplace Certification

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- Published 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.
- Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Imposed a sanction on or required 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.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

VENDOR'S SIGNATURE

DATE

COMPANY NAME

Exhibit A: ECA Furniture Requirements

Can be downloaded from the academy's website. esteroclassical.org