



Crystal K. Kinzel

Collier County
Clerk of the Circuit Court and Comptroller
3315 Tamiami Trail East, Suite 102
Naples, Florida 34112-5324

INVITATION FOR BID

IFB 2021-006

COPY PAPER: OFFICE, VIRGIN, RECYCLED CONTENT AND LASER PRINT

DUE: Wednesday July 14, 2021 3:00 PM EST

Barry Sageman Purchasing Agent

ISSUE DATE: Tuesday June 22, 2021

Interested Bidders/Distribution List

The Clerk of the Circuit Court of Collier County, Florida desires to receive proposals for the above referenced IFB 2021-006 **COPY PAPER: OFFICE, VIRGIN, RECYCLED CONTENT and LASER PRINT**

Attached is captioned bid packet for the Clerk of the Circuit Court of Collier County, Florida. Bona fide bidders may submit a bid by completing the official Contract Proposal included in this bid package. All bidders should be reasonably compliant with this proposal.

Sole Point of Contact

Questions or requests for more information concerning this Invitation for Bid (IFB) may be e-mailed to C. Barry Sageman at BidQuestionsOnly@collierclerk.com Questions will only be answered by email.

DO NOT USE THIS EMAIL TO SUBMIT YOUR BID. Please put the word "QUESTION" in the subject line. **E-mailed questions should not contain any attachments.**

Submittal Instructions

Bid proposal responses may be submitted either electronically through DemandStar, or physically through U.S. Mail, by courier or by hand-delivering to the address below. DemandStar requires a subscription to use their e-bidding platform.

Demandstar: www.Demandstar.com

By Mail or Courier: **Clerk of the Circuit Court and Comptroller, Collier County
ATTN: C. Barry Sageman
Court House Building
3315 Tamiami Trl E., Suite 102
Naples, FL 34112-5324**

Opening Date and Time: Wednesday, July 14, 2021 at 3:00 p.m. EST

The mailing envelope must be sealed and marked on the outside with:

IFB 2021-006 COPY PAPER: OFFICE, VIRGIN, RECYCLED CONTENT and LASER PRINT

The Clerk of the Circuit Court and Comptroller of Collier County does not discriminate based on age, race, color, sex, religion, national origin or disability.

Note: All bid submittals must be received by 3:00 p.m. EST on Wednesday, July 14, 2021. Bids will be opened at 3:30 p.m. EST on Wednesday, July 14, 2021 at 3315 Tamiami Trl E., Suite 102 Naples, FL 34112-5324.

Sincerely,

Barry Sageman
Purchasing Agent

IFB2021-006
Paper Office:,
Virgin ,Recycled Content and
Laser Printer

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that bid solicitations will be received by the Clerk of the Circuit Court of Collier County until 3:00 p.m. EST on Wednesday, July 14, 2021 for **IFB 2021-006 COPY PAPER: OFFICE, VIRGIN, RECYCLED CONTENT and LASER PRINT**

A copy of the bid proposal instructions and specifications may be obtained from any of the following:

- DemandStar - www.Demandstar.com
- The Clerk of the Circuit Court's website at www.CollierClerk.com
- The Office of the Clerk of the Circuit Court via email to BidQuestionsOnly@collierclerk.com

Bidders may submit a bid by completing the official Contract Proposal included in the bid package. All bids should be reasonably compliant with this proposal. Sealed bids will remain unopened until the bid officially closes.

Questions or requests for more information concerning this Invitation for Bid (IFB) may be e-mailed to C. Barry Sageman at BidQuestionsOnly@collierclerk.com. Questions will only be answered by email. Do **NOT** USE THIS EMAIL TO SUBMIT YOUR BID. Please put the word "QUESTION" in the subject line.

E-mailed questions should not contain any attachments. Communication with any other members of the Clerk's staff regarding this IFB will be grounds for disqualification from participating in this bid.

The Clerk of the Circuit Court of Collier County does not discriminate based on age, race, color, sex, religion, national origin or disability.

All bid submittals must be received by 3:00 p.m. EST on Wednesday, July 14, 2021. Bids will be opened at 3:30 p.m. EST on Wednesday, July 14, 2021 at 3315 Tamiami Trl E., Suite 102 Naples, FL

Crystal K. Kinzel
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY, FLORIDA

BY: C. Barry Sageman
Purchasing Agent

Broadcast through Demandstar and www.CollierClerk.com on Tuesday, June 22, 2021

SPECIAL CONDITIONS

IFB 2021-006 COPY PAPER: OFFICE, VIRGIN ,RECYCLED CONTENT and LASER PRINT

PURPOSE The purpose of this IFB is to seek competitive bids for a **Three-Year Term Agreement with (2) one-year options for COPY PAPER: OFFICE, VIRGIN RECYCLED CONTENT and LASER PRINT** for the operation of the Clerk of the Circuit Court of Collier County, Florida.

BID DOCUMENTS The Contract Proposal and Vendor Acknowledgement and Price Sheet must be signed and returned with your bid. **Bids received with no signed Bid Documents will not be reviewed.**

BID CONTACT Prospective bidders are reminded that all communication regarding this solicitation **The Sole Point Contact** must go through the Purchasing Agent C. Barry Sageman. Communication with any other member of the Clerk's staff will be grounds for disqualification from participating in this bid.

QUESTIONS Deadline for questions is **Wednesday, June 30, 2021**

BID OPENING Sealed bids will be opened on Wednesday July 7, 2021 at 3:30 p.m. EST at:

**Clerk of the Circuit Court, Collier County
Court House Building
3315 Tamiami Trl E., Suite 102
Naples, FL 34112-5749**

AWARD Award of contract shall be made to the lowest, qualified and responsive bidder meeting the specifications. The Clerk of the Circuit Court has the authority to waive irregularities and reserves the right to award/not award this contract through an approach that best serves the interest of the Clerk of the Circuit Court.

DELIVERY All commodities must be completely inside delivery to each ordering Department at the Collier County Clerk of Courts, Locations thru out Collier County FL, or as otherwise indicated on the Clerk's Purchase order. Monday through Friday, 8am to 5pm, not including paid state holidays

When requested by the Customer, orders for 10 or more cartons must be delivered expendable pallets at no extra cost. Orders for 10 or more cartons must also be shrink-wrapped at no extra cost. Pallets must be broken down by vendor, there is no freight elevator available.

Deliveries shall be within the following timeframes unless otherwise agreed to, in writing, by the ordering agency:

5 - 99 Cartons

10 Working Days ARO

ARO = After Receipt of Order

All Products shall be packed to insure safe delivery to destination. Industry standard cartons shall be constructed to insure acceptance by common or other carriers, for transportation to the point of delivery.

For all Products, the standard packaging shall be securely wrapped in moisture resistant material at the mill and with content labeling on the end of each ream. Carton containers are to be corrugated and industry standard. Packing quantities shall be as follows: 8-1/2" x 11" and 8-1/2" x 14" sheet sizes shall be ten (10) reams per carton. 11" x 17" sheet sizes shall be five (5) reams per carton.

Unless otherwise specified each ream or package shall be end-labeled to show brand, size, color, and substance. Each carton shall be labeled to show quantity (number of reams and sheets) contained therein, name of Contractor and Contract and purchase order numbers. Paper specified to have recycled content shall be labeled to indicate the recycled content and that the Product is manufactured with recovered materials.

When requested by the Customer, orders for 10 or more cartons must be delivered on expendable pallets at no extra cost. Orders of 10 or more cartons must also be shrink-wrapped at no extra cost. Permanent wooden pallets shall be used to ship to any Customer upon request. The Customer must specify on the Purchase Order if wooden pallets are requested.

Minimum Order Quantity

The minimum order quantity shall be 5 cartons consisting of any combination of products as awarded on this contract.

Testing

Samples of delivered Customer Products may be selected at random by the Customer and tested for compliance with the requirements, specifications, terms, and conditions.

Warranty

The Manufacturer's standard warranty shall cover all Products sold under the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material

CONTRACT PROPOSAL

IFB 2021-006 COPY PAPER OFFICE, VIRGIN, RECYCLED CONTENT and LASER PRINT

DATE DUE: Wednesday, July 14, 2021 at 3:00 p.m. EST

The undersigned, as bidder, hereby declares that she or he has examined the Specifications within this contract proposal and informed himself/herself fully concerning all conditions. The bidder further declares that the only persons, company or parties interested in this proposal or the contract to be entered into as principals are named herein. That this bid is made without connection with any other person, company or companies submitting a bid or proposal; and, it is in all respects fair and in good faith, without collusion or fraud.

The bidder proposes and agrees, if this proposal is accepted, to contract with the Clerk of the Circuit Court and furnish in complete accordance with the attached specifications, according to the following specifications and unit prices.

All specifications, except software, shall be construed to include an implicit or "equivalent" product. Unless otherwise specified, all items must be "new" and not refurbished. All exceptions shall be noted and explained.

The products and/or services to be furnished by us are hereby declared and guaranteed to be in conformance with the specifications of the Clerk of the Circuit Court. The undersigned to agree that should this bid be accepted, to execute the form of contract and present the same to the Clerk of the Circuit Court for approval within fifteen (15) days after being notified of the awarding of the contract.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this _____ day of _____, 2021 in the county of _____ in the State of _____

Legal Business Name: _____

Circle one: Corporation, Sole Proprietorship, and Partnership

Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Address: _____

City, State, Zip _____

SPECIFICATIONS

IFB 2021-006 COPY OFFICE, VIRGIN, RECYCLED CONTENT and LASER PRINT

The Copy Paper: Office, Virgin and Recycled Content Commodity (Products) offered under the Contract shall be classified under three (3) Groups, which are listed and described as follows:

- **Type I, Xerographic, Dual Purpose**
- **Type II, Xerographic, Dual Purpose, Recycled**
- **Type III, Laser Print**

The Contract is intended to cover only those Products generally used by the State of Florida as listed and described herein and does not include all varieties of paper Products that are commercially available. All Products sold to the Collier County Clerk of the Court Naples, Florida during the execution of the Contract are required to be manufactured in the United States. The Department in its sole discretion shall determine the eligibility and acceptability of all Products available and included under the Contract.

Product Specifications and Standards

The Product Specifications and Standards are based on the known needs of Customers and best information available to the Department at the time the Product Specifications and Standards were created. The following Specifications and Standards form a part of the overall Technical Specifications except as modified or noted herein.

Specifications

Type I, Xerographic, Dual Purpose

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
20lb.	White	88	92	160	4.0	-

- Cut Sizes**

Item	Size	Sheets Per Ream	Reams Per Case	Cases Per Pallet
1	8½" X 11"	500	10	40
2	8½" X 11", 3 Hole Punch	500	10	40
3	8½" X 14"	500	10	30
4	11" X 17"	500	5	40

Type II, Xerographic, Dual Purpose; Recycled Content

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
20lb.	White	88	92	160	4.0	30%-

- Cut Sizes**

Item	Size	Sheets Per Ream	Reams Per Case	Cases Per Pallet
5	8½" X 11"	500	10	40
6	8½" X 11", 3 Hole Punch	500	10	40
7	8½" X 14"	500	10	30
8	11" X 17"	500	5	40

Type II, Laser Print

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
24lb.	White	88	92	160	4.6	-

- Cut Sizes**

Item	Size	Sheets Per Ream	Reams Per Case	Cases Per Pallet
9	8½" X 11"	500	10	32

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company Name: _____

FLORIDA STATUTES
CHAPTER 119 - PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Mr. Mike Sheffield

Director of Community Relations and Outreach
for the Collier County Clerk of Courts and Comptroller

3315 Tamiami Trail East, Suite 102
Naples, FL 34112-5324

P: (239) 252-6879

E: mike.sheffield@CollierClerk.com

Contractor must specifically comply with the Florida Public Records Law to:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and the following completion of the contract if the contractor does not transfer the records to the public agency.

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

TERMS AND CONDITIONS

IFB 2021-006 COPY PAPER OFFICE, VIRGIN, RECYCLED CONTENT and LASER PRINT

1. SEALED PROPOSAL:

All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein Those which do not comply with these conditions are subject to rejection.

2. DEFINITIONS:

Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "Clerk", Collier County, Clerk of the Circuit and Comptroller's Office, owner, requestor, parties", "bid, proposal, response, quote".

3. EXECUTION OF PROPOSAL:

Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.

4. BID FORMATTING:

Vendor should type the information onto its bid submittal to prevent errors in the evaluation. Failure to type the information may result in bid disqualification.

5. PROPOSAL OPENING:

Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.

6. PRICES, TERMS AND PAYMENT:

Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Payment will be made upon completion of total order. No partial payments will be made without proper authorization.

Payment will be made in accordance with this order and in compliance with Section 218.7F.S., otherwise known as the 'Prompt Payment Act'. Corrections or price adjustments must be authorized by the Purchasing Agent prior to the shipment of goods

A. MISTAKES: Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern. Corrections or price adjustments must be authorized by the Clerk's Office prior to shipment of goods.

- B. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. Defective goods will be promptly returned at Vendor's expense and credit taken.
- C. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- D. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- E. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday. Unless otherwise specified, all prices are to be FOB-Destination. It is agreed that goods delivered shall comply with all Federal, Florida State, or Local laws relative thereto, and that the Vendor shall defend actions or claims brought and save harmless the buyer from loss, cost, or damage by reason of actual or alleged infringements of letter patent.

7. ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing Agent such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the Clerk's website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.

8. CONE OF SILENCE:

"Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (IFB), or other competitive solicitation between: Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and The Clerk and all Clerk employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The Clerk shall not be responsible for oral interpretations given by any Clerk employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential

subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

AWARDS:

As the best interest of the Taxpayer, the Clerk of Court reserves the right to cancel any portion of this Invitation for Bid, thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

9. LEGAL REQUIREMENTS:

Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the Office of Clerk of The Circuit Court by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

10. PATENTS AND ROYALTIES:

The proposer, without exception, shall indemnify and save harmless Collier County the Clerk of the Court and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Collier County Clerk of the Court. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

11. ADVERTISING:

In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

12. ASSIGNMENT:

Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Purchasing Agent.

13. LIABILITY:

The supplier shall hold and save the Office of The Clerk, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

14. PUBLIC ENTITY CRIMES:

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 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.

15. SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

16. PROPOSAL PROTESTS:

The Clerk Office has formal protest procedures that are available upon request.

17. E-Verify:

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that sub-Contractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the sub-Contractor during the Contract term

18. Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements:

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287 Florida Statutes, and Rule Chapter 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements may be grounds for Contract termination or nonrenewal of the Contract

19. Insurance Requirements:

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the Contract, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting Contract are covered by the Contractor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Collier County Clerk of the Court, for the protection of his employees not otherwise protected. The Contractor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and Products and completed operations This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly, or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the Clerk of the Court Collier County Florida and also include the Clerk of the Court Collier County Florida as Additional Named Insured for the entire length of the resulting Contract. The Contractor is responsible for determining the minimum

limits of liability necessary to provide reasonable financial protections to the Contractor and the Collier County Clerk of the Court under the resulting contract. All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the insurance shall not be canceled for any reason except after thirty (30) days written notice to the Collier County Clerk of the Courts Purchasing Agent. The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a Contract with the Collier County Clerk of the Court.

20. Force Majeure

Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure. The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties. Notwithstanding any other provision of this Contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved. For purposes of this Contract, the term "force majeure" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipelines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome. In the event a force majeure condition exists, or the potential exists for such condition, the Contractor shall inform the Collier County Clerk of the Court of the problem at the earliest practical time and present a plan for return to normal service.

21. TERMINATION.

Should the Firm be found to have failed to perform his services in a manner satisfactory to the Clerk as per this Agreement, the Clerk may terminate said Agreement for cause; further the Clerk may terminate this Agreement for convenience with a thirty (30) day written notice. The Clerk shall be the sole judge of non-performance. In the event that the Clerk terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

In the event that the Clerk terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

Annual Appropriations.

The Clerk of the Court performance and obligation to pay under this Contract are contingent upon an annual appropriation by the Florida State Legislature.

22. Price Adjustment

Price may be adjusted annually, beginning 12 months after the Contract effective date based on the percent change (up or down) of the combined Paper Manufacturing (Series ID PCU322) and Truck Transportation of Freight (Series ID WPS3012) Producers Price Indexes (PPI). Price adjustments correlate with the PPI for the Series ID's in the table below and as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. When requesting a price increase, the Contractor must submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI over the last 12 months of the Contract that supports a price adjustment.

The requested adjustment for a price increase may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment. The Clerk reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments may be effective only upon written approval by the Clerk and may not be applied retroactively.

23. Renewal.

Upon mutual agreement, the Clerk and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 5 years or the term of the Contract, whichever period is longer. Any renewal shall specify the renewal price, which will be the pricing provided in the original quote with any approved PPI pricing adjustments factored in. The renewal shall be in writing and signed by both parties and is contingent upon satisfactory performance evaluations and subject to availability of funds.

The Invitation for Bid is authorized under direction of Collier County Clerk of Courts and Comptroller by:

Barry Sageman,

Purchasing Agent

VENDOR ACKNOWLEDGEMENT

IFB 2021-006 COPY PAPER OFFICE, VIRGIN, RECYCLED CONTENT AND LASER PRINT

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your bid proposal.

Responder should check off each of the following items as the necessary action is completed:

- The proposal has been signed.
- The proposal prices offered have been reviewed.
- If bid is for maintenance/support, terms and conditions have been attached.
- The price extensions and totals have been checked.
- The payment terms have been indicated.
- Any required drawings, descriptive literature, etc. have been included.
- Any delivery information required is included.
- If required, the amount of bid bond or cashier's check has been included.
- Any addenda have been signed and included.
- If submitting electronically, submit through DemandStar www.Demandstar.com.
- If submitting by U.S. Mail, by courier or in person, deliver to:

Clerk of the Circuit Court and Comptroller, Collier County
ATTN: C. Barry Sageman
Administration Building
3299 Tamiami Trl E., Ste. 701
Naples, FL 34112-5749

- The mailing envelope must be sealed and marked with:

IFB Number/Title: **IFB 2021-006 COPY PAPER OFFICE, VIRGIN, RECYCLED CONTENT AND LAZER PRINT**

Opening date: **3:00 p.m. EST, Wednesday, July 14 , 2021**

- The sealed response will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid will be rejected.)

ALL COURIER DELIVERIES MUST HAVE THE IFB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Company Name _____

Signature & Title _____

Typed Name _____

NON-BIDDER'S RESPONSE

IFB 2021-006 COPY PAPER OFFICE, VIRGIN, RECYCLED CONTENT AND LASER PRINT

IFB2021-006
Paper Office:,
Virgin ,Recycled Content and
Laser Printer

For purposes of maintaining an accurate bidder's list and facilitating your firm's response to our request for proposal, we are interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids.

If your firm is **not responding to this IFB**, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email to Barry Sageman at BidQuestionsOnly@collierclerk.com.

We are not responding to this invitation for bid for the following reason(s):

- Materials or services requested not manufactured by us or not available from our company;
- Our items or materials do not meet specifications. The specifications were (check one);
 - Not clearly understood
 - Too vague
 - Quantities too small
 - Not applicable
 - Too rigid
 - Other _____
- Insufficient time allowed for preparation of response;
- Incorrect address used. Please correct mailing address;

Other reason(s): _____

Name of Firm: _____

Mailing Address: _____

City, State, Zip: _____

E-Mail: _____

Website: _____

Phone: () _____ FAX: () _____

By: _____

Signature of Representative

Print Name: _____

THIS PAGE INTENTIONALLY LEFT BLANK

Attachments

Attachment A	DRUG-FREE WORKPLACE COMPLIANCE FORM
Attachment B	LOCAL BUSINESS CERTIFICATION FORM
Attachment C	PRICE SHEETS
Attachment E	SAMPLE CONTRACT

Attachment A

DRUG-FREE WORKPLACE COMPLIANCE FORM

MUST BE RETURNED WITH BID PACKET

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

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 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.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Hand NAME (print):

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

written Signature of Authorized Principal(s):

**Attachment B
LOCAL BUSINESS CERTIFICATION FORM**

1. "Local business" shall mean a business that meets all of the following criteria:
- (a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Collier County for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
 - (b) Has had, for at least 12 months prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by; Collier County, if applicable; and
 - (c) Holds any license or competency card required by Collier County; if applicable; and
 - (d) If the contract is awarded, will be the person or entity in direct privity of contract with Collier County Clerk of the Court and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

1. Company Name: _____
2. Address: _____
3. If applicable, Contractor License or Competency Card #: _____
4. PLEASE ATTACH COPY OF CONTRACTOR LICENSE OR COMPETENCY CARD.
5. If applicable, Business Tax Receipt #: _____
6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT.
7. Phone Number: _____ Fax Number: _____

8. I hereby certify that, If the contract is awarded, the entity set forth in item 1 above will be the person or entity in direct privity of contract with Indian River County and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

Signature: _____

Name and Title: _____

VENDOR PLEASE DO NOT COMPLETE BELOW

To be completed by an authorized representative from C:

Meets definition of Local Business ___ YES ___ NO

If NO, provide reason:

Date: _____

(Authorized Signature)

To receive Local Bid preference, this certification and copies of all required documents must be submitted with your Bid package.

THIS PAGE INTENTIONALLY LEFT BLANK

**Attachment C
PRICE SHEETS**

MUST BE RETURNED WITH BID PACKET

Type I, Xerographic, Dual Purpose

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
20lb.	White	88	92	160	4.0	-
Item	Size	Sheets Per Ream	Reams Per Case	Price Per Case		
1	8½" X 11"	500	10			
2	8½" X 11", 3 Hole Punch	500	10			
3	8½" X 14"	500	10			
4	11" X 17"	500	5			

Type II, Xerographic, Dual Purpose; Recycled Content

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
20lb.	White	88	92	160	4.0	30%-
Item	Size	Sheets Per Ream	Reams Per Case	Price Per Case		
5	8½" X 11"	500	10			
6	8½" X 11", 3 Hole Punch	500	10			
7	8½" X 14"	500	10			
8	11" X 17"	500	5			

Type III, Laser Print

Basis Weight		Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
24lb.		White	90	92	160	4.6	-
Item	Size	Sheets Per Ream		Reams Per Case		Price Per Case	
1	8½" X 11"	500		10			

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FIXED FEE SERVICE AGREEMENT

SAMPLE CONTRACT

THIS AGREEMENT, made and entered into on this 10th day of July____ 2021, by and between _____, authorized to do business in the State of Florida, whose business address _____, (the "Firm") and Collier County Clerk of the Circuit Court and Comptroller (the "Clerk").

WITNESSETH:

1. The Agreement shall be for a three (3) year period, commencing upon the date of approval on date _____ for an initial three (3) year term with two (2) one year renewals from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The Clerk, at her discretion, and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional year(s). The Clerk shall give the Firm written notice of the intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The Clerk, or her designee, may, at his/her discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The designee shall give the Firm written notice of the Clerk's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES**. The Firm shall commence the work upon issuance of a **Purchase Order**, July____, 2021.
3. **STATEMENT OF WORK**. The Firm shall provide _____ **Services for Invitation for Bid (IFB) 2021-006**. In accordance with the terms and conditions including all Attachment(s), Exhibit(s) and Addenda and the Firm's proposal referred to herein and made an integral part of this Agreement. The Contractor shall also provide services in accordance with **Exhibit A "Contract Proposal / Pricing"** attached hereto.
 - 3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the Clerk's Procurement Policy, as amended, and Procurement Procedures in effect at the time such services are authorized.
 - 3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The Clerk shall order items/services as needed but makes no guarantee as to the quantity, number, type or distribution of items/services that

will be ordered or required by this Agreement.

4. **THE AGREEMENT SUM**. The Clerk shall pay the Firm for the performance of this Agreement based on Exhibit A (Vendors Proposal) Price Schedule, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the Clerk's Contract Administrative Agent and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 Price Methodology (as selected below):

The risks are transferred from the Clerk to the Contractor; and, as a business practice there are material invoices presented, rather, the Contractor must perform to the satisfaction of the Clerk before payment for the fixed price contract is authorized. Contractor may submit invoices at the time of delivery of services.

5. **SALES TAX**. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. The Clerk is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8012621831C-9.
6. **NOTICES**. All notices from the Clerk to the Firm shall be deemed duly served if Received by USPS mail or emailed to the Firm at the following:

Company Name: Collier County Clerk of the Circuit Court & Comptroller

Authorized Name & Title: Crystal K. Kinzel, Clerk of the Circuit Court

Address: 3315 Tamiami Trail E. Suite # 102

Naples, FL 34112-5324

Telephone: 239-252-6299

E-Mail: (Require 1) Crystal.Kinzel@collierclerk.com

All Notices from the Contractor to the Clerk shall be deemed duly served if mail received by USPS mail or emailed to the Clerk to:

Collier County Clerk of the Circuit Court & Comptroller of Collier County, Florida

Administrative Agent: C. Barry Sageman Purchasing Agent

Telephone: 239-252-8472

E-Mail(s) (Required Two) Barry.Sageman@collierclerk.com

Don.Holder@collierclerk.com

The Firm and the Clerk may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the Clerk and the Firm or to constitute the Firm as an agent of the Clerk.
8. **NO IMPROPER USE.** The Firm will not use, nor suffer or permit any person to use in any manner whatsoever, the Clerk's facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Firm or if the Clerk or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the Clerk shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the Clerk within twenty-four (24) hours after receiving notice of such.

violation, conduct, or practice, such suspension to continue until the violation is cured. The Firm further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the Clerk.

9. **TERMINATION.** Should the Firm be found to have failed to perform his services in a manner satisfactory to the Clerk as per this Agreement, the Clerk may terminate said Agreement for cause; further the Clerk may terminate this Agreement for convenience with a thirty (30) day written notice. The Clerk shall be the sole judge of non-performance.

In the event that the Clerk terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

10. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
11. **INSURANCE.** The Contractor shall provide insurance as follows:
 - A. **Commercial General Liability:** Coverage shall have minimum limits of **\$500,000.00** Per Occurrence, **\$100,000.00** aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

- B. **Business Auto Liability**: Coverage shall have minimum limits of **\$500,000.00** Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- C. **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of **\$500,000.00** for each accident.

Special Requirements: Clerk shall be listed as the Certificate Holder and included as an

Additional Insured" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Firm's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by during the duration of this Agreement. The Firm shall provide the Clerk with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. The Firm shall also notify. The Clerk, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Firm from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. Firm shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

- 12. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Firm shall defend, indemnify and hold harmless the Clerk and Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Firm, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm or anyone employed or utilized by the Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of The Clerk.

The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Firm, County and the Clerk and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Firm. Firm's

obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Clerk or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. **AGREEMENT ADMINISTRATION**. This Agreement shall be administered on behalf of the Clerk by the Purchasing Agent.
14. **CONFLICT OF INTEREST**. Firm represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Firm further represents that no persons having any such interest shall be employed to perform those services.
15. **COMPONENT PARTS OF THIS AGREEMENT**. This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Firm's Proposal, Insurance Certificate(s), Exhibit A Fee Schedule, Proposal, including Exhibits, Attachments and Addenda/Addendum, subsequent quotes.
17. **APPLICABILITY**. Sections corresponding to any checked box expressly apply to the terms of this Agreement.
18. **SUBJECT TO APPROPRIATION**. It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Clerk of the Circuit Court and Comptroller.
19. **PROHIBITION OF GIFTS TO CLERK'S EMPLOYEES**. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any Clerk employee, as set forth in Chapter 112, Part III, Florida Statutes. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with the Clerk's staff for a specified period of time; by Prohibition by the individual and/or firm from doing business with the Clerk's for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS**. By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Mr. Mike Sheffield
Director of Community Relations and Outreach
3315 Tamiami Trail East, Suite 102
Naples, FL 34112-5746
Telephone: (239) 252-6879**

The Firm must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
3. Upon completion of the contract, transfer, at no cost, to the Clerk all public records in possession of the Firm or keep and maintain public records required by the Clerk to perform the service. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Clerk custodian of public records, in a format that is compatible with the information technology systems of the Clerk.
4. If Firm observes that the Contract Documents are at variance therewith, it shall promptly notify the Clerk in writing. Failure by the Firm to comply with the laws referenced herein shall constitute a breach of this Agreement and the Clerk shall have the discretion to unilaterally terminate this Agreement immediately

21. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.

22. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Policy as amended, and Procurement Procedures.
23. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of the Firm with full decision-making authority and by Clerk's staff person who would make the presentation of any settlement reached during negotiations to Clerk for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of the Firm with full decision-making authority and by Clerk's staff person who would make the presentation of any settlement reached at mediation to Collier County Clerk of the Judicial Court & Comptroller. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Statute.
24. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. **KEY PERSONNEL.** The Firm's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The Clerk reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Firm shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Firm shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) That the Clerk is notified in writing as far in advance as possible. The Firm shall make commercially reasonable efforts to notify Clerk within seven (7) days of the change. The Clerk retains final approval of proposed replacement personnel.
26. **AGREEMENT STAFFING.** The Firm personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The Clerk reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Firm shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.
27. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation, or the Firm's Proposal, the Contract Documents shall take precedence.

ORDER OF PRECEDENCE (Grant Funded). In the event of any conflict between or among the terms of any of the Contract Documents and/or the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Firm at the Clerks discretion.

28. **ASSIGNMENT**. Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of the Clerk or designee. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Clerk's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward the Firm all of the obligations and responsibilities that Firm has assumed toward the Clerk.
29. **SECURITY**. The Firm is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

(Intentionally left blank - signature page to follow)

IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal Kinzel, Clerk of the Circuit Court and
Comptroller

By:

Date _____

Dated: _____
(SEAL)

Contractor's Witnesses:

Signature

Type/print witness name

Contractor's Second Witness

Type/print witness name

Approved as to Form and Legality:

Attorney for the Clerk

Contractor (Firm Name)

By: _____

Signature

Type/print name and title