

**Invitation to Bid
Charter Bus Services
13-2017/2018**



**PENSACOLA
STATE COLLEGE**

Due: January 11, 2017 @ 2:00 PM, Local Time

Pensacola State College is soliciting sealed bids for the above referenced project. Please review and deliver your formal bid as the original, two copies and a digital file by the date and time shown on the Bid Form to:

SEALED BID # ITB 13 -2017/2018

Ted Young, Director of Purchasing and Auxiliary Services
1000 College Blvd.
Pensacola, FL 32504

Indicate the bid number on the outside of your sealed bid envelope to assist in identifying your bid.

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluation immediately following on the date and time listed above at Pensacola State College Board Room, 1000 College Blvd., Building 7, Room 736, Pensacola, FL 32504. The College may choose to only open the individual bids and publicly announce who a bid was received from. The actual bid prices submitted will not be a public record until the date of posting or the number of days as defined in FS 119.071. Immediately following the bid opening, the Bid Evaluation Committee will evaluate the bids. This may require additional review by the committee or representative.

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with Pensacola State College.)

1.0 OVERVIEW

Pensacola State College is soliciting qualified bids from qualified firms to provide products and services defined in the scope of work section of this bid.

1.1 COMMUNICATION

In order to maintain a fair and impartial competitive process, Pensacola State College shall avoid any oral communication with prospective bidders other than through the purchasing office during the bid process. However, all solicited bidders will be provided a copy of all written questions submitted and Pensacola State College's responses to them, unless the written inquiry pertained to an administrative or procedural matter. **Send all inquiries to purchasing@pensacolastate.edu. All written questions and inquiries are due no later than 2:00 PM, local time, January 3, 2017.**

1.2 ADDENDA

Any addenda issued prior to the opening of the ITB for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to proposers at the office of the Pensacola State College Director of Purchasing and Auxiliary Services, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The Pensacola State College Director of Purchasing and Auxiliary Services emails addenda to all known prospective bidders, but no guarantee can be made that addenda will be received.

1.3 LAWS

The bidder is assumed to be familiar with all Federal, State of Florida 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 you from your contractual responsibility. Any resultant award shall include requirements that the resultant contract shall be governed by the laws of the State of Florida. Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes.

1.4 AWARD

As deemed in the College's best interest, the College reserves the right to:

1. Reject any or all bids submitted.
2. To re-solicit bids or not.
3. To award any portion(s) of this ITB.
4. To waive informalities.
5. To issue to all responsive bidders request for information (RFI's).
6. To issue requests to negotiate with finalist and solicit best and final offers.
7. To evaluate to determine technical equivalents.
8. To award this ITB on a Lot by Lot basis to the responsive low bidder meeting specifications.
9. To award on an outright purchase or lease basis.

1.5 QUALIFICATIONS

Bidders shall furnish documentation of the following:

- a. He or She presently maintains a permanent bona fide place of business practicing this type of work and has had the appropriate experience.
- b. He or She has available, or can obtain, adequate equipment and financial resources to undertake and execute the Contract properly and expeditiously, in accordance with present day practices.
- c. All subcontractors shall be fully licensed in the State of Florida and shall be bondable. Submit copies of current license and documentation from bonding company showing compliance.

1.6 LICENSE

In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing services shall be licensed in the State of Florida for that activity.

The successful low bidder shall be required to submit a list of all contractors to be involved in said project with applicable license numbers (see form included in these documents), including a photographic copy of current license certificates. Submittal of proof of license shall be made with, and as a part of signed contract.

1.7 MODIFICATION OF BID

Bid modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received and if received prior to the opening of the Bids. Modifications may be in written or electronic form. Modifications will be acknowledged by the Owner before opening of formal Bids.

1.8 WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

1.9 TABULATIONS

Bid tabulations with recommended awards will be posted on the purchasing web page <http://www.pensacolastate.edu/business-psc/> Unless changed by addendum, and will remain posted for a period of 72 hours (not including Saturdays, Sundays and legal holidays). Any notice of protest of award or recommendation of award shall be filed in writing to the Director of Purchasing, within 72 hours after the posting of the ITB/RFP/RFQ bid tabulation. "Failure to file a protest within the time prescribed in section 120.57 (3), Florida statutes shall constitute a waiver of proceedings under chapter 120, Florida Statutes." A formal written protest must be filed within 10 days after the date the notice of protest was filed. The formal written protest shall state with particularity the facts and law upon which the protest is based upon. Failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under chapter 120.57(3) Florida Statutes. Inspection or examination of sealed bids or proposals are available for inspection during normal working hours by appointment, upon notice of a decision or intended decision, or 10 days after invitation to bid or proposal public opening, whichever is earlier.

BID SPECIFICATIONS

Pensacola State College intends to provide Charter Bus Services as needed and required by the various departments within the College community. This can include the transportation needs as required for athletic teams, field trips, special events and any other curricular or extra-curricular activity sponsored by the College.

It is anticipated the initial term of the contract resulting from this ITB shall be for a one-year period. At its sole discretion, the College may renew the contract for three additional one year periods. Renewals shall be contingent, at a minimum, on satisfactory performance by the vendors as determined by the College, and subject to the availability of funds.

The College has the right to terminate the contract at its convenience, with or without cause, with thirty (30) days written notice. In the event of such termination by the College, the College shall be only be liable for payment for all approved and rendered services prior to the effective date of termination.

The College reserves the right to award, reject any and all bids, or to waive any minor informality.

Charter Bus Driver's room will be provided by the College for trips with overnight stays. Meals are the responsibility of the vendor.

Driver must be dressed appropriately and present themselves in a professional manner at all times.

Vendor must be available to provide a 24-hour contact name and telephone number for emergencies.

All buses must include the following equipment in good to excellent operating condition:

- All mechanical equipment must be maintained at or above industry standards.
- Tires must be in excellent condition.
- TVs and DVD players must be of high quality and able to be viewed from any and all seats.
- Air conditioning and heating must be in excellent operating condition.
- Seating areas must be in excellent sanitary and operating conditions.
- All buses must include either state of the art radio communications and/or cellular telephones for use in emergency situations.
- GPS system on board is not required, but preferred.
- Food and drinks on buses must be allowed.
- Ability to charge electronic devices is highly desirable. Please note on bid response if the busses have this capability.
- Seats must recline
- Map lights
- Restrooms must be on bus and must be in excellent sanitary and operating conditions.

Trips maybe cancelled and/or new trips added with adequate notification to the vendor.

If the successful vendor fails to comply with the contract conditions or specifications, the contract may be terminated for default.

Schedules are tentative. Therefore, dates and times of departure are subject to change. The following is a sample of past trip schedules. Future schedules will be given to successful bidder when they become available to the college.

Scheduling Example			
Departure Date	Destination	Group	Passengers
March 3, 2017	Destin, Florida	Student Activities	20
March 9, 2017	Bay Minette, Alabama	Softball	22
March 14, 2017	Marianna, Florida	Baseball	35
March 14, 2017	Panama City, Florida	Softball	22
March 16, 2017	Marianna, Florida	Baseball	35
March 18, 2017	Niceville, Florida	Softball	22
March 22, 2017	Niceville, Florida	Softball	22
March 25, 2017	Marianna, Florida	Softball	22
March 25, 2017	Tallahassee, Florida	Baseball	35
March 28, 2017	Niceville, Florida	Baseball	35
March 30, 2017	Niceville, Florida	Baseball	35
April 4, 2017	Tallahassee, Florida	Softball	22
April 6, 2017	Jacksonville, Florida	AASA	20
April 8, 2017	Panama City, Florida	Baseball	35
April 8, 2017	Tallahassee, Florida	Softball	22
April 14, 2017	Marianna, Florida	Baseball	35
April 19, 2017	Tallahassee, Florida	Baseball	35
April 21, 2017	Niceville, Florida	Baseball	35
April 24, 2017	Mobile, Alabama	Student Activities	20
April 26, 2017	Panama City, Florida	Baseball	35
April 28, 2017	New Orleans	VSSS/SSS/VUB	30
September 8, 2017	Troy, Alabama	Baseball	35
September 14-17, 2017	Orlando, Florida	Student Activities	37
September 21-23, 2017	Gainesville & Jacksonville, Florida	Volleyball	20
October 6, 2017	Panama City, Florida	Baseball	35
October 6 - 7, 2017	Albany, Georgia	Women's Basketball	20
October 12, 2017	Mobile, Alabama	Baseball	35
October 13-14, 2017	Tallahassee, Florida	Women's Basketball	20
October 13-15, 2017	Orlando, Florida	Men's Basketball	20
October 18, 2017	Panama City, Florida	Volleyball	20
October 19-21, 2017	Palatka/Ocala, Florida	Volleyball	20
October 21, 2017	Tallahassee, Florida	Baseball	35
October 24-25, 2017	Jacksonville & Gainesville, Florida	Volleyball	20
October 26, 2017	Brewtwon, Alabama	Volleyball	20
October 26, 2017	Troy, Alabama	Women's Basketball	20
October 26-27, 2017	Huntsville, Alabama	Men's Basketball	20
October 28, 2017	Baton Rouge, Louisiana	Softball	22
November 2, 2017	New Orleans, Louisiana	Student Activities	23
November 5, 2017	Tallahassee, Florida	Softball	22
November 7, 2017	Monroeville, Alabama	Women's Basketball	20
November 7, 2017	Monroeville, Alabama	Men's Basketball	20
November 8-12, 2017	Fort Myers, Florida	Men's Basketball	20
November 9-12, 2017	Daytona Beach, Florida	Student Activities	17
November 10, 2017	Marianna, Florida	Women's Basketball	20
November 11, 2017	Marianna, Florida	Women's Basketball	20
November 17, 2017	Niceville, Florida	Women's Basketball	20

November 18, 2017	Niceville, Florida	Women's Basketball	20
November 24-26, 2017	Tampa, Florida	Women's Basketball	20
November 30-December 2, 2017	Jacksonville, Florida	Women's Basketball	20
December 5, 2017	Mobile, Alabama	Women's Basketball	20
December 8-10, 2017	Gainesville, Florida	Men's Basketball	20
December 28-29, 2017	Tallahassee, Florida	Men's Basketball	20
January 1-3, 2018	Bossier, Louisiana	Women's Basketball	20
January 13, 2018	Panama City, Florida	Women's Basketball	20
January 13, 2018	Panama City, Florida	Men's Basketball	20
January 20, 2018	Tallahassee, Florida	Women's Basketball	20
January 20, 2018	Tallahassee, Florida	Men's Basketball	20
January 24-27, 2018	Jacksonville, Florida	Student Activities	40
January 27, 2018	Niceville, Florida	Women's Basketball	20
January 27, 2017	Niceville, Florida	Men's Basketball	20
February 3, 2018	Marianna, Florida	Women's Basketball	20
February 3, 2017	Marianna, Florida	Men's Basketball	20
February 17, 2018	Panama City, Florida	Women's Basketball	20
February 17, 2017	Panama City, Florida	Men's Basketball	20
February 24, 2018	Tallahassee, Florida	Women's Basketball	20
February 24, 2018	Tallahassee, Florida	Men's Basketball	20

REQUIRED DOCUMENTATION

Bidders must also provide the following documentation as specified below. Failure to provide any of the required documents with the bid may result in the vendor being disqualified.

Occupational License and all licenses as required to perform work outlined.

A list of two references, where previous services were performed equal in quality to the services as specified herein. (Reference Form provided)

Vendor must submit a list of buses fleet meeting specifications that are proposed for the College's use. (Charter Bus Fleet Form provided)

INSURANCE

The Contractor shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance with the Owner as additional named insured and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor to commence work on his subcontract has been obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN FOR THE LIFE OF THIS CONTRACT:

- (a) Valid workmen's compensation insurance as required by Chapter 440, Florida Statutes;
- (b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$100,000.00 per claimant, and \$200,000.00 per incident or occurrence. The District Board of Trustees, Pensacola State College, Florida shall be named as an additional insured on the contractor's policy.
- (c) Automotive liability insurance against bodily injury and property damage, in at least the amounts of \$100,000.00 per claimant, and \$200,000.00 per occurrence.
- (d) Certificates evidencing that all of the previously listed insurance is in force shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list The District Board of Trustees, Pensacola State College, Florida, as additional insured.

Trips include multiple day trips, single day trips, and small under 4 hour trips.

Flat fee for cancellation made less than 3 days prior to departure. This is not for delayed trips.	\$		
Description: Trips will be designated as a cost per hour or mileage rate prior to trip	20-29 Passenger	30-47 Passenger	48-55 Passenger
Flat rate for 4 hour minimum trip	\$	\$	\$
Hourly rate for trips over 4 hours. This rate will be added to the 4 hour minimum rate	\$ /hr after 4 hrs	\$ /hr after 4 hrs	\$ /hr after 4 hrs
Mileage rate (flat fee per mile). Begins at pick-up location and ends at drop-off location	\$ /mile	\$ /mile	\$ /mile
Multiple days or overnight trips- A daily rate will be applied for multiple day/overnight trips. These trips will be billed at the day rate plus either the hourly rate or the mileage rate.			
Rate per day	\$ /day	\$ /day	\$ /day
Hourly rate. This rate is in addition to the 4 hour minimum rate	\$ /hr after 4 hrs	\$ /hr after 4 hrs	\$ /hr after 4 hrs
Mileage rate (flat fee per mile). Begins at pick-up location and ends at drop-off location	\$ /mile	\$ /mile	\$ /mile

FEDERAL TAX IDENTIFICATION NUMBER	
FIRM OR ENTITY NAME	
ADDRESS	
CITY, STATE, & ZIP CODE	
TELEPHONE NUMBER/FAX NUMBER	
EMAIL ADDRESS	
NAME OF REPRESENTATIVE	
SIGNATURE OF REPRESENTATIVE	
DATE	

REFERENCES

1. _____
COMPANY NAME CONTACT PERSON

EMAIL ADDRESS PHONE NUMBER

DATE OF LAST SERVICE PROVIDED

NUMBER OF BUSES ROUTINELY PROVIDED

2. _____
COMPANY NAME CONTACT PERSON

EMAIL ADDRESS PHONE NUMBER

DATE OF LAST SERVICE PROVIDED

NUMBER OF BUSES ROUTINELY PROVIDED

3. _____
COMPANY NAME CONTACT PERSON

EMAIL ADDRESS PHONE NUMBER

DATE OF LAST SERVICE PROVIDED

NUMBER OF BUSES ROUTINELY PROVIDED

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - 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 workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, or if all of the tied vendors have drug-free workplace programs. 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'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.
- (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 employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

BIDDING FIRM OR ENTITY NAME: _____

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: _____

DATE: _____

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE

I HEREBY DECLARE AND AFFIRM that I am the _____(Title) representative of the firm of _____ (Company Name) minority business enterprise (MBE/WBE) _____ (Minority Type) as defined by Pensacola State College in the specifications for _____(ITB Name & Number) that I will provide information requested by PENSACOLA STATE COLLEGE to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of _____(Company Name) as well as the ownership thereof. Further, the undersigned does agree to provide PENSACOLA STATE COLLEGE current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination of the books, records and files of the above named company by authorized representative of PENSACOLA STATE COLLEGE. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. Termination is understood to forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Signature of Company's Authorized Representative

State of _____ County of _____ City of _____

On this _____ day of _____, 20____, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

Signed: _____ (SEAL)
Notary Public

My Commission Expires:

Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership). "Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094 Florida Statute".

Pensacola State College does not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic information in its educational programs and activities. The following person has been designated to handle inquiries regarding nondiscrimination policies: Dr. Gael Frazer, Assoc. Vice President, Institutional Diversity at (850)484-1759, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504

PUBLIC ENTITY CRIMES STATEMENT

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

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

This sworn statement is submitted to:

(Print name of the public entity)

By _____ (Print name of entity submitting sworn statement)

Whose business address is?

And (if applicable) it's Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a),

Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (**indicate which statement applies**).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (**attach a copy of the final order**).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE

Sworn to and subscribed before me this _____ day of _____ 20_____

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

_____. My commission expires _____ (Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm 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 Firm, supplier, Sub-Firm, 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 thirty-six (36) months from the date of being placed on the convicted Firm list.

Page 2 of 2

GENERAL CONDITIONS

<p>SEALED PROPOSALS: All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the attached form may be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. Pensacola State College Purchasing and Auxiliary Services Department will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p>DEFINITIONS: [College] refers to Pensacola State College. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document. [ITB] and [RFP] may be used interchangeably throughout this document.</p>
<p>EXECUTION OF PROPOSAL: Proposals must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. Proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p>PROPOSAL OPENING: Shall be public, at the address indicated on the ITB document, on the date and at the time specified on the proposal form. Proposals will not be evaluated at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax or telephone will not be accepted.</p>
<p>EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to the District Board of Trustees Pensacola State College to authorize College administration to award a contract with the proposer offering the best value to the College.</p>	<p>NO BID: If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID", and explain the reason.</p>
<p>AWARDS: As the best interest of the College may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p>TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order.</p>
<p>PRICES, TERMS and PAYMENT: Firm prices shall be quoted, typed or printed in ink, and includes all packaging, handling, shipping charges and delivery to the destination shown herein. Contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>	<p>COSTS: The College is not liable for any costs incurred by a proposer in responding to this ITB, including those for presentations, when applicable.</p>
<p>DISCOUNTS: Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p>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 the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p>CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p>
<p>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. Failure to comply with the condition will be considered as a breach of contract.</p>	<p>UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>
<p>PAYMENT: Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p>INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to Pensacola State College Purchasing and Auxiliary Services Department for receipt no later than ten (10) days prior to the ITB opening. Inquiries must reference the date of ITB opening and ITB number. Failure to comply with this condition will result in proposer waiving his right to dispute the ITB conditions and specifications.</p>

<p>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. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Thursday, unless otherwise specified.</p>	<p>FREIGHT TERMS: All goods will be delivered F.O.B. Pensacola State College.</p>
<p>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form. The College retains the right to determine the acceptability of any item(s) offered as equivalent to any item(s) specified.</p>	<p>CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of State College of Florida, Manatee-Sarasota. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.</p>
<p>ADDITIONAL QUANTITIES: The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.</p>	<p>PURCHASES BY OTHER ENTITIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other community colleges, state universities, district school boards, political subdivisions, or state agencies with the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d).</p>
<p>SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>	<p>SAMPLES: Samples of items, when required, must be furnished free of expense, on or before ITB opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, ITB number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p>NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in ITB and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor mailing list.</p>	<p>INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.</p>
<p>GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in his letter the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p>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 an ITB response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p>DISPUTES: In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>	<p>ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.</p>

<p>PROTEST: "Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." All protests must be delivered to the Director of Purchasing and Auxiliary Services within the time prescribed in Chapter 120, Florida Statutes to be considered valid.</p>	<p>PATENTS AND ROYALTIES: The proposer, without exception, shall indemnify and save harmless the College 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 College. 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 quoted prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.</p>
<p>ASSIGNMENT: Any Purchase Order issued pursuant to this ITB invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>	<p>CONSORTIUM PURCHASE: When an RFP is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p>LIABILITY: The supplier shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of this contract.</p>	<p>STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.</p>
<p>PUBLIC ENTITY CRIME INFORMATION STATEMENT: All invitations to bid as defined by Section 287.012(1), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list." Representative's signature on the bid form certifies your firm has not committed any public entity crimes as specified.</p>	<p>RETENTION OF RECORDS: Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this RFP and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p>PUBLIC RECORD LAW: Any material submitted in response to this ITB will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this ITB.</p>	<p>AUDIT RECORDS: The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the College under any contract resulting from the ITB, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this ITB.</p>
<p>ANTI-DISCRIMINATION CLAUSE: The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p>AMERICANS WITH DISABILITIES ACT: The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act or with any other such rules, regulations or orders, any contract resulting from this RFP may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.</p>
<p>DISCRIMINATORY VENDOR'S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.</p>	<p>UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS: The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.</p>

<p>INSURANCE REQUIREMENTS When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following:</p> <ol style="list-style-type: none"> 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$2,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. The Certificate of Insurance must be provided to the College prior to the commencement of any work. 	<p>PROPOSAL INQUIRIES The proposer may examine this ITB to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received within 72 hours of receipt of the ITB documents. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this ITB shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this ITB, which shall be sent to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications.</p>
<p>PROPOSED RULES FOR WITHDRAWAL A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>	<p>ADDENDA All addenda to this ITB will be posted to the Pensacola State College Purchasing Department's web page containing the original solicitation.</p>
<p>VERBAL INSTRUCTIONS No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this ITB shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>	<p>REJECTION OF PROPOSALS The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this ITB. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed.</p>
<p>POSTING OF RECOMMENDED AWARD The recommended award may be reviewed on the Pensacola State College Purchasing Department web page.</p>	<p>PRE-DECISION DISCUSSIONS Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
<p>INCLUSION OF SUPPORTING DOCUMENTS All those submitting sealed replies in response to this Invitation to Bid understand that the ITB document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>	<p>AVAILABILITY OF FUNDS The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</p>
<p>TERMINATION AT WILL The contract resulting from this ITB may be terminated by either party upon no less than thirty (3) calendar days' notice, with or without cause.</p>	<p>TRAVEL EXPENSES The College shall not be responsible for the payment of any travel expenses for the Vendor which occurs as a result of this ITB. THIS SECTION IS NOT APPLICABLE FOR THIS ITB.</p>
<p>SUBCONTRACTORS The proposer is fully responsible for all work performed under this ITB. The proposer may, upon receiving prior written consent from the College's Purchasing Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties. Including any and all liabilities that may arise out of the subcontractor's work related to this project. All payments to contractors shall be made by the proposer.</p>	<p>FORCE MAJEURE Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the ITB or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightening, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.</p>
<p>SUBSTITUTION OF KEY PERSONNEL In the event the successful proposer desire to substitute any key personnel submitted with their proposal, either permanently or temporarily, the College shall have the right to approve or disapprove the desired personnel change in advance in writing.</p>	<p>SEVERABILITY The invalidity or unenforceability of any particular provision of the ITB shall not affect the other provisions hereof and the ITB shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the ITB can still be determined and effectuated.</p>
<p>GOVERNING LAW AND VENUE The ITB is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Escambia County, Florida.</p>	<p>SAMPLE CONTRACT If the proposer requires a contract to be signed in addition to the specifications provided within this ITB, a copy of the contract must be included with their bid. If proposers do not have a standard contract, the College will provide a contract subject to the terms and conditions of this ITB.</p>