

**Request for Proposals  
Temporary Employee Services  
28-2015/2016**



**PENSACOLA**  
S T A T E C O L L E G E

Responses must be delivered as a sealed bid. Indicate the RFP number on the outside of your sealed bid envelope to assist in identifying your bid.

Deliver to:  
Cassie Boatwright, Director of Purchasing and Auxiliary Services  
Building 7, Room 737  
1000 College Blvd.  
Pensacola, FL 32504

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluations on the date and time listed within the timeline and are held at Pensacola State College Board Room, 1000 College Blvd. Pensacola, FL 32504, room 736. The exact location may change and notice will be published. 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.

**Timeline (tentative)**

The following timeline is a general guideline for issuance, evaluation, ranking and recommendation for award of this Request for Proposals and the subsequent issuance of a contract for the required refund management services. The College reserves the right to change the dates of any events listed.

<b>DATE</b>	<b>EVENT</b>
RFP Release	March 18
Deadline for Questions	March 31, 2:00pm, local time
Response to Questions	April 7
Proposals Due	April 21, 2:00pm, local time
Shortlisting of Proposals, if required	April 28, 2:00pm, local time
Interviews	May 5, beginning 8:00am, local time
Evaluation Committee Meeting	May 5, following interviews
Posting of Recommended Award	~May 6

The timeline above is a proposed schedule. The College may amend the dates as required. All dates and locations of evaluation committee meetings will be posted in the Purchasing website <http://www.pensacolastate.edu/business-psc/>.

**SECTION I: OBJECTIVE, SCOPE, TERMS, PROCEDURES AND ORDINANCES**

### **1.1 Objective of this RFP**

This RFP solicits proposals from qualified firms to provide Temporary Employment Services for Pensacola State College as per the terms, conditions, and specifications contained in this Request for Proposal (RFP).

### **1.2 Term**

The terms of this RFP along with the response of the awarded Contractor shall be considered a binding contract upon both parties. It is intended that the initial term of the agreement resulting from this RFP shall be for a three-year period, from July 1, 2016 through June 30, 2019. The agreement may be renewed for three additional one year terms. Any renewal shall be contingent, at a minimum, on satisfactory performance by the Contractor as determined by the College, and subject to the availability of funds.

The College also reserves the right to negotiate more favorable terms for the renewal period. Should a different proposer be awarded a subsequent contract (from a future solicitation), any necessary transitional period outside of the contract period shall fall under the same terms and conditions as the most-recent agreement. It is the College's intent to have no transition period between contracts, but this provision is included in case of unforeseen circumstances.

### **1.3 Contact with Pensacola State College**

From the date of issuance of this RFP, until a proposal is made, Respondent must not make available or discuss its proposal, or any part thereof, with any employee or agent of the College, unless permitted by the Director of Purchasing and Auxiliary Services, in writing. Contacting the College's personnel or members of the College's District Board of Trustees, either directly or indirectly, regarding this RFP, the selection process or any attempt to further a proposer's interest in being selected, may result in proposer being disqualified and shall render the award to said proposer voidable by the College.

Questions concerning this RFP shall be directed to Cassie Boatwright at [Purchasing@PensacolaState.edu](mailto:Purchasing@PensacolaState.edu) and to no other person or department at the College. Questions and requests must be in writing and must be received not later than the date and time indicated in the timeline.

### **1.4 Background Information**

Pensacola State College, under the governance of a local Board of Trustees, is one of 28 public colleges in the Florida College System committed to affordable, open access to educational opportunities. The College offers baccalaureate and associate degrees, career oriented certificates, developmental education, adult education, GED preparation, and standard high school diplomas. In addition, the College provides specialized business and industry training, recreation and leisure courses, and community outreach and services. Pensacola State College is dedicated to maximizing educational opportunities, through a variety of delivery methods that develop the academic, career, personal, and aesthetic capabilities of individuals for the benefit of themselves and the global community.

The campuses and centers of Pensacola State College include Pensacola, Warrington, Milton, Century, South Santa Rosa, and Downtown. The number and locations may extend during the term of this contract. The Contractor must be able to provide on-site temporary employment services to all college locations.

For more information on Pensacola State College, its students and educational environment, visit its website at [www.pensacolastate.edu](http://www.pensacolastate.edu).

### **1.5 General Terms and Conditions**

1.5.1 No Service Level Guarantee

The College does not guarantee the Contractor any level of service; nor is the College responsible for Contractor's operation, marketing, or financial obligations. By submitting a proposal, the Proposer warrants that it is an independent Contractor and has the necessary authority, knowledge, experience, and financial resources to enter into a contract to provide temporary employment services. The College does not contend there will be any minimum number of hours or employees requested from the awarded firm.

1.5.2 Conduct on Campus by Contractor Employees

It is understood and agreed between the College and Contractor that the intent of this contract is that the Contractor provides a service, and in providing such service the College requires that the Contractor's employees and agents conduct themselves in a manner that does not discredit the College. The Contractor shall immediately remove any of its agents and employees from the College's premises when requested to do so by the College, but any and all such removals shall be in the name of the Contractor and the responsibility, therefore, shall be assumed by the Contractor.

1.5.3 Payroll Administration, Taxes and Government Fees

Contractor will be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll, providing appropriate tax documents and reporting, including the provision for the distribution of payroll time sheets and payments for all temporary employees provided under this agreement. The deductions and remittance of all payroll taxes and the matching contributions (mandated employer portion of social security, Medicare, unemployment compensation, healthcare, etc.) are the sole responsibility of the Contractor.

1.5.4 Contractor-Provided Employees and College Employee Referral

The College anticipates the College will refer employees to the Contractor. Requests for temporary workers such as (but not limited to) professional, secretarial, cashiers, groundskeepers, and custodial workers may be requested from the Contractor on a periodic basis. A purchase order must be completed before the Contractor can be paid.

1.5.5 Exclusions

The College may select one or multiple vendors to provide temporary employees, with the following exceptions:

1. Should the Contractor be unable to provide a suitable employee within 21 days of a request, or for any other reason, the College reserves the right to seek such an employee from another vendor.

1.5.6 Employment Screening

Contractor will be responsible for employment screening, including criminal background checks (which must include County, State, and Federal checks for the life of the individual), any other Contractor-required evaluations, advertising (if necessary), recruitment (if necessary), and disciplinary actions as needed involving any temporary employee supplied under this agreement. All College-provided referrals must undergo screening by the Contractor as indicated above, and should only be hired if the Contractor deems the recruits meet the Contractor's criteria for employment, which may be more stringent than the College. If the potential employee has a criminal background, the Contractor will assure that the employee is placed in an appropriate position if the Contractor wishes to employ that person (i.e., a person with a larceny background should not be placed in any position that would have unsupervised access to college assets, etc.). The Contractor will bear any loss resulting from the dishonest acts of its workers. If the potential employee has a criminal background, the Contractor may consult with the College's Director of Human Resources in a manner analogous to that set forth in College Policies and Procedures. In no event shall the Contractor hire an individual that would not meet the College's minimum requirements regarding criminal background. The College refers applicants based on their

ability to fulfill the needs of the College and will conduct interviews, but the Contractor is responsible for determining employment eligibility.

1.5.7 Acceptability/Suitability of Temporary Employees

The College reserves the right to determine the acceptability or suitability of any and all temporary employees provided to the College. The College also retains the right to determine the acceptability of job performance of all temporary employees. The Contractor will bear any loss resulting from the dishonest acts of its workers.

1.5.8 Out of State Employees

The Contractor must be able to accommodate the hiring of out of state workers. Contractor is responsible for knowing all related laws and rules for workers in any of the 50 United States. The extra costs, if any, for doing business with these workers can be reflected on the Price Sheet.

1.5.9 Employment of Workers by the College

If, after using the Contractor's workers, the College should at any subsequent time put any of these workers on its own payroll, the Contractor waives all rights and requirements for a penalty or a fee to be paid--regardless of whether the worker was originally referred by the College or recruited by the Contractor.

1.5.10 Non-Discriminatory Practices

The Contractor is required to adhere to hiring practices that do not discriminate based on ethnicity, race, creed, color, religion, age, disability, sex, marital status, national origin, political opinions or affiliations, veteran status, and/or sexual orientation.

1.5.11 Invoicing

The Contractor will provide detailed electronic invoices to the College on bi-weekly or monthly basis. Minimum information required includes:

- Purchase order number
- Item line number on purchase order
- Employee Name
- Employee Work Location
- Cost Center
- Hours Worked
- Billing Rate
- Electronic representation of Time Sheet
- Hire Date
- Category (Clerical, Industrial, College Referred, >6 months employed, etc)

1.5.12 Time Sheet Authorization

The Contractor must provide an electronic means for Pensacola State College Personnel that supervise Contractor's employees to electronically be able to view and approve Contractor employee time sheets.

1.5.13 Payment Terms

Terms of College payment to Contractor are to be Net 30 from receipt of a proper (correct) invoice.

1.5.14 Initial Sign-up

The Contractor will be responsible for providing staff members to arrange for on-campus initial sign-up of temporary workers currently employed on all College sites in advance of the initial contract period.

1.5.15 Orientation

Contractor agrees to provide orientation information to temporary employees in advance of employment at the College, and in advance of this contract for those already employed at the College.

1.5.16 Contractor Representation for Evaluation

The Contractor must provide representation on a regular basis for the purpose of reviewing and assessing current procedures. The Contractor must provide a contact person as indicated in Appendix E to serve as the contractual liaison for all inquiries from the College. Failure to consistently provide satisfactory response to College inquiries shall be grounds for default.

1.5.17 Reporting Requirements

Contractor agrees to provide reports to the College on demand with information including, but not limited to, current employee information with name, phone number, emergency contact numbers, start date, purchase order number, mark-up, supervisor, location, and job title.

1.5.18 E-Verify

Contractor agrees to participate in the Department of Homeland Security's E-Verify program to electronically confirm an employee's eligibility to work in the United States. Any Contractor-provided employee performing work or providing services at the College shall have been confirmed as eligible under the E-Verify program.

1.5.19 Additional Positions or Employee Categories Not Included Herein

The College and Contractor, in good faith, shall undergo price negotiations on any unforeseen employment categories (not already included herein) that the College may require. Should the Contractor be unable to provide a particular type of employee, the Contractor shall notify the College of such. In this case, the College may seek such an employee from another employment entity.

**SECTION II: PROPOSAL INSTRUCTIONS**

## **2.1 Form of Vendor Response**

Please provide one (1) original signed proposal, five (5) copies, and a complete digital copy .pdf file of the complete submitted proposal on a compact disk (CD) or flash drive in a sealed envelope. Proposer's Response to RFP shall be submitted to the Purchasing Department as specified above. Digital copies are to be an exact and complete copy of the original proposal and include all signed documents, forms, certificates and licenses. Digital copies are to be submitted in PDF format contained as one single file.

Delivery of the proposals to the College's mailroom or to any location other than the Purchasing Department does not meet the requirements for delivery. It is the sole responsibility of the Proposer to assure that the proposal is delivered according to the terms of this section. No copies of the response to this RFP shall be submitted to any other office or department at the College.

Proposals are to be delivered as specified above. Late submittals will not be accepted.

## **2.2 Rules, Regulations, and Requirement**

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, or city government applicable to submitting a response to this RFP and to providing the services described herein.

## **2.3 Change of Proposal**

Should a Proposer desire to change their proposal, the Proposer must do so in writing. Any request for changes must be received prior to the date and hour of the proposal opening.

## **2.4 Withdrawal of Proposal**

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and fifty (150) days after the date of the proposal opening, to provide the proposed services.

## **2.5 Modifications of Proposal**

No unsolicited modifications to proposals will be permitted after the date and hour of the proposal due date and subsequent public opening.

## **2.6 Proposal Format**

Proposals shall be divided into 5 segments and tabbed, Company Experience and Qualifications, Service, Support, Technology and Implementation, and Additional Required Information.

Numbers and labels provided in each section and subsection shall be referenced on the submitted proposal. Although it is anticipated proposals will be lengthy, brevity and non-repetition is appreciated.



**SECTION III: SUBMITTAL REQUIRED INFORMATION**

## SEGMENT 1: COMPANY EXPERIENCE AND QUALIFICATIONS

Include the following:

### 3.1 Company Information

In order to evaluate the abilities of the Proposer to perform the services requested, information about each Company must be provided to determine the Company's ability to meet all of the criteria, which are to be considered in facilitating the award of the RFP. This section identifies specific information that will assist the Evaluation Committee in providing their evaluation and ranking of proposers.

#### Company History

The proposer is to submit a condensed history or executive summary of the firm/business/organization. This history should include:

How long the company has been in business

How long the company has been performing the services required by this RFP

Number of employees

Principal place of business and number of other facilities

Other related business ventures

Name and title of officers or individuals who will be responsible for this account. Indicate the person(s) who will be authorized to make representations for the proposer. Include their title, addresses and telephone numbers.

List any pending litigation

Provide the number colleges you currently support for the proposed services

Provide the number of these colleges in Florida

Label: Company Information

### 3.2 Compliance

In order to evaluate compliance, please detail your compliance with the applicable federal, state, and local requirements.

Label: Compliance

### 3.3 Service Office

List the location of the office from which the service is to be managed and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.

Label: Service Office

### 3.4 Experience Providing Temporary Employment Services

Provide a narrative describing the corporate/company history of the firm that should include previous experience in temporary employment services. Include history, structure, management, number of years involved, and any other applicable information.

All proposers submitting a response to this RFP may provide five business references. Although we are requesting five business references, the proposer may provide additional references but not more than ten (10). The references submitted can be for present or past clients whereby the proposer has provided similar services. Please include the following information for each of the references being submitted:

- Client's Name
- Client's Address
- Client's Contact Person
- Client's Contact Phone Number
- Client's Contact e-mail

- Identify if client is presently being serviced or is a past client
- Contract Amount
- Annual quantity of employees
- Annual contract cost
- Summary of Services being provided

It is requested that the contact person identified for each reference is willing and able to discuss the services being provided by your company. Contacts for submitted references should be accessible and College staff should be able to reach each of reference's point contact person to verify the services provided by the proposer.

Label: Experience

### **3.5 Financial Statement Requirements – Dun and Bradstreet Report**

Each proposer is requested to submit a copy of financial status report prepared by Dun & Bradstreet (D&B). The Report should provide detail as to the proposer's financial and operational capability. During the final negotiation meetings with the short listed proposers, the College reserves the right, under this RFP procurement process, to request the submission of Financial Statements for the shortlisted proposers that are being considered.

Label: Financial Statements

## **SEGMENT 2: EMPLOYEE BENEFITS**

Include the following:

### **3.6 Employee Benefits**

Proposers shall include a description of “no-cost” employee benefits with their proposal. For the purposes of this RFP, “no-cost” benefits refer to any benefit that is provided to the worker at no cost to the worker. Examples may include: paid time off, insurance, 401K employer-matching, etc.

## **SEGMENT 3: PRICING**

Include the following:

### **3.7 Pricing**

Pricing will be scored based on total cost as indicated on the Price Sheet. Proposers shall include a bill rate for each temporary employee category as shown on the Price Sheet. All applicable cost should be included with the individual billing rates for each temporary employee category. The billing rates quotes on the Price Sheet must include all of the firm's cost, including salary and benefits, mandated payroll taxes, the appropriate workers' compensation coverage on each employee, and another other regulatory cost. These billing rates must remain firm and may not be increased for any reason during the contract period. If there are any significant increased or decreased costs during the term of the agreement that are caused by governmental (Federal, State or Local) action, the College and Contractor will negotiate in good faith to assure such additional or deductive costs are passed through appropriately. Increases related to minimum wage will only be calculated for those employees at minimum wage or whose salaries would fall below minimum wage due to the increase.

The College may reject any Price Sheet this is incomplete or in which there are significant inconsistencies or inaccuracies. No deviations, qualifications, or counteroffers will be accepted. Please note the firm's billing rate must be stated by a percentage markup. The College will set the hourly pay rate for the temporary employee.

## SEGMENT 4: REPORTING

Include the following:

### 3.8 Invoicing

3.8.1 The Contractor will provide detailed electronic invoices to the College on a weekly basis. Minimum information required includes:

- Purchase order number
- Item line number on purchase order
- Employee Name
- Employee Work Location
- Cost Center
- Hours Worked
- Billing Rate
- Electronic representation of Time Sheet

Include a sample invoice with proposal

### 3.8.2 Payment Terms

Terms of College payment to Contractor are to be Net 30 from receipt of a proper (correct) invoice.

### 3.9 Time Sheet Authorization

The Contractor must provide an electronic means for Pensacola State College Personnel that supervise Contractor's employees to electronically be able to view and approve Contractor employee time sheets.

Include information about timesheet authorization including screenshots of entry and approval screens. Proposer must also provide a schedule notating time sheet due dates and procedures including how timesheets are submitted, payroll disbursement dates and procedures.

### 3.10 Reports

The Contractor agrees to provide monthly, quarterly, and annual reporting to the College with information including but not limited to, current employee information with name, address, phone number, emergency numbers, start dates, purchase order number, purchase order line number, cost center, supervisor, location, job title, and pay rate. This shall all be available on one report. Schedule and complete report content to be determined by the College.

Include a listing of available reports and a sample of the reports.

## **SEGMENT 5: OPERATIONS**

Include the following:

- 3.11 Operating Procedure  
Proposer must provide an outline of their operating procedures.
- 3.12 Recruiting  
Describe the process for recruiting employees
- 3.13 Testing  
Describe initial and any ongoing testing of applicants/employees
- 3.14 Evaluations  
Describe the evaluation process.
- 3.15 Disciplinary Actions  
Describe the process for disciplinary actions.
- 3.16 Orientation  
Describe new employee orientation.
- 3.17 Ongoing Training  
Describe ongoing training provided to employees.
- 3.18 Implementation  
Describe the implication process for the resulting contract.

## **SEGMENT 6: ADDITIONAL SUBMITTAL REQUIRED INFORMATION**

Include the following:

### **3.19 Additional Considerations (Optional)**

Include any additional considerations not described in the RFP.

Label: Additional Considerations

### **3.20 Ownership Information**

In order to eliminate any conflict of interest in making awards, the District Board of Trustees for Pensacola State College has requested all Proposers to provide the following information concerning company ownership.

- If sole proprietorship - Owner
- If partnership - Owners or Partners
- If corporation - President or Chief Executive Officer

Label: Ownership Information

### **3.21 Subcontractors or Joint Venture Information**

The Proposer is to include information on any company(s) that will be used as subcontractors or are part of any proposed joint venture, if applicable. This information should include the firm's name, ownership information, location and the responsibilities of each firm. If proposing a joint venture, the firm must include the joint venture agreement as part of its response. The use of subcontractors requires the College's approval and all subcontractors must meet state, local, county and city regulations, certifications and licensing.

Label: Subcontractor or Joint Venture Information

### **3.22 Forms**

All forms attached shall be returned completed or marked as not applicable.

### **3.23 Insurance**

Proposer must provide verification of appropriate workers' compensation and unemployment compensation insurance, as well as any other insurance provided and or/required.



**SECTION IV: RFP EVALUATION PROCESS**

#### **4.1 Step 1 – Establish Short List of Vendors**

The College’s Administration will select an Evaluation Committee to review and rank all proposals received under this RFP solicitation request. The Evaluation Committee will utilize the criteria as outlined to review, evaluate and rank all proposals received which are deemed responsive.

Upon completion of the initial evaluation and ranking process, the Committee may shortlist the proposers and may invite those shortlisted proposers to provide oral presentations to the Evaluation Committee. If oral presentations are scheduled and upon their completion, the Evaluation Committee may rank all proposers that provided the presentation(s) and recommend award.

#### **4.2 Step 2 – Presentation by Short List Vendors**

The final shortlist of proposers may be invited to the next stage, presentations. Presentations offer an opportunity for the invited proposer to discuss their proposals in greater detail with the College’s evaluation team. The College reserves the right to negotiate prior to award with the highest ranked proposers for purpose of addressing the matters set forth, but not limited, to the list below. Presentations may be in person, by teleconference or any other means as the best interest of the College indicates. Presentations can assist in the following:

- Resolving minor differences and editing errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from Vendors regarding key points
- Obtaining the highest and best total value agreement

#### **4.3 Step 3 – Final Evaluation**

The College will rank proposers with a ranking of 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, etc. The vendor having the best ranking will be the recommended awarded vendor. Such recommendation may be subject to approval by the College President and District Board of Trustees. The objective of this selection process is to identify Best Total Value Proposals that will best serve the College in providing the required services.

#### **4.4 Evaluation Committee Meetings, Interviews and Presentations**

All Evaluation Committee meetings that are scheduled are open to the public and in compliance with Florida Sunshine Law. The Evaluation Committee will review all responsive proposals, may shortlist and invite proposers for interviews and oral presentations. Upon completion of all RFP evaluation, interviews/oral presentation(s) and negotiations, the Evaluation Committee will provide their final ranking recommendation to the College President and the District Board of Trustees for ratification of the award. As per State of Florida 286.0113 - General exemptions from public meetings; Oral Presentations and Negotiations related to this RFP solicitation procurement selection are not open to the public. Evaluation Committee Members may be phoned in or available through a virtual platform decided by the College.

#### **4.5 Response to the RFP**

It is recommended that prospective proposers to this RFP submit as much information as necessary to fully and completely respond to all sections of this RFP. The College understands that responding to this RFP solicitation includes providing requested forms and/or information to be evaluated. In the event proposer does not include all requested information in its submission, the College reserves the right, in its sole discretion, to request such information from proposer. The College will provide a period for such requested information to be submitted to the College’s Purchasing Department. If the requested information is not submitted by the date and time allotted

by the College, then the proposer's submittal may be deemed "Non-Responsive" and may receive no consideration under this RFP procurement process.

#### **4.6 Selection Criterion**

In evaluating the proposal responses to this RFP, the College will consider a number of factors. These factors will include, but may not be limited to, the criteria listed. Under each criterion there are subcategories that may be utilized in assisting an Evaluation Committee member in evaluating the criteria. This in no way limits the Evaluation Committee member's ability to subjectively determine the ranking of the subcategory information that may be used to evaluate each criteria; it merely serves as a guide. The College reserves the right to allow college employed, non-committee members to review the proposals and/or interviews and provide feedback to the committee.

Company Experience: 10 Points

Employee Benefits: 10 Points

Pricing: 60 points

Reporting: 10 points

Operations: 10 points

#### **4.7 Final Decision**

The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.

#### **4.8 Acceptance/Rejection of Proposals**

The College may, at its sole and absolute discretion, reject any and all proposals; re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any minor irregularities in the RFP or in the proposals received as a result of this RFP. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to a recommendation for the award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the College. In no event will any successful challenger of these determinations or decisions be automatically entitled to a contract for the services described in the RFP. The submittal of a proposal will be considered by the College as constituting an offer by the Proposer to perform the required service at the stated fees included in their proposal.

#### **4.9 Protest of Intended Decision**

A notice of intended decision to recommend or reject proposals shall be posted in the Purchasing Department and College website at <http://www.pensacolastate.edu/business-psc/>. If a potential Protestor desires to protest a decision or intended decision of the College, the potential Protestor must timely deliver a Notice of Intent to Protest within seventy-two (72) hours of the College's posting of its decision or intended decision. A potential Protestor's failure to timely file a Notice of Intent to Protest within the seventy-two (72) hour time period shall constitute a waiver of the right to protest proceedings.

A Notice of Intent to Protest shall: (i) be delivered to the Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504; (ii) identify the solicitation by number and title or any other language that will enable the College to identify it; and (iii) state that the person intends to protest the decision. The seventy-two (72) hour period will not be extended by service of the Notice of protest by mail.

The Protestor must then timely deliver a Formal Written Protest to Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504 within ten (10) days after the date the Notice of Intent to Protest was filed. The seventy-two (72) hour

period will not be extended by service of the Notice of Protest by mail. The Formal Written Protest must include the required filing fee and security bond as specified herein. The failure of the Protestor to timely file the Formal Written Protest or to timely file the filing fee and security bond shall constitute a waiver of the Protestor's right to protest proceedings and/or the denial and dismissal of the Protestor's protest.

The formal written protest shall contain the following information:

1. The identification of the Protestor.
2. A statement of when and how the Protestor received notice of the College's action or proposed action.
3. A statement of the material facts alleged, including a statement of the specific facts the Protestor contends warrant reversal or modification of the College's proposed action.
4. A statement of the specific rules or statutes that the Protestor contends require reversal or modification of the College's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes.
5. A statement of the relief sought by the Protestor, stating precisely the action Protestor wishes the College to take with respect to the proposed action.

A Protestor may only protest a decision or intended decision of the College resulting from a competitive solicitation for a contract of \$65,000 or more. A valid Protest must allege that the College violated law, regulation, its rules and/or procedures or the terms, conditions or specifications contained within the competitive solicitation documents. Mere disagreement with the result of a competitive solicitation is not sufficient grounds for a valid Protest.

Notwithstanding anything in this procedure to the contrary, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the College, or the formula for assigning points in making an award or recommendation of award.

For the purposes of determining timeliness of any notice or filing or the tolling of any time period under this process: (i) references to "days" shall mean calendar days; (ii) in the event that the final day for a College employee or official to respond or for a person to file a protest or appeal falls on a Saturday, Sunday, or a College observed holiday, the date for responding or filing such protest or appeal shall be extended until the next day which is neither a Saturday, Sunday, or College observed holiday; and (iii) notices received by the College after the close of the College's business hours at 4:00 p.m. local time, shall be deemed received by the College effective as of the next business day of the College.

The Protestor shall be liable for all of its own costs and expenses incurred related to a Protest, including all appeals.

The Protestor shall file with the Purchasing Department, a security in the form of a certified check, letter of credit or protest bond (in a form, and with such terms, approved by the College) payable to the College in an amount equal to two percent (2%) of the estimated contract amount, bid or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. Such bond or other security must be received prior to the expiration of the time for filing the Formal Written Protest. If the protest is successful, the posted security will be refunded in full. If the protest is unsuccessful, the security shall be returned, less all fees, expenses, damages, costs and charges incurred by the College.

Noncompliance with these filing requirements within the applicable deadline for filing of the Protest shall be deemed to be a waiver by the Protestor of the right to protest proceedings under this procedure.

#### **4.10 Assignment of Contract**

It is expressly understood and agreed by the parties hereto that the Contractor shall not be permitted to assign, sublet, pledge, hypothecate, surrender, transfer or otherwise encumber or dispose of the Contract, or any interest in any portion of same without the formal written consent of the College.

Proposed use of any subcontract companies, or individuals performing services as independent contractors, must be fully detailed the proposal to include copies of all Agreements and financial terms between the parties. Total transparency is required.

It shall be understood that any such assignments, if approved, from the Contract shall not in any manner whatsoever release the Contractor from responsibility for performing any provisions of this Agreement, or from liability for the breach thereof.

#### **4.11 Public Records**

Unless specifically exempted by law, all information supplied to the College is subject to disclosure by the College under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The College shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed as result of this RFP selection process, subject to the provisions of Chapter 119.07 of the Florida Statutes.

If a Proposer submits any documents or other information to the College which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is confidential information and reference the statutory law that protects this information from being disseminated as a result of a public records request. Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07, just labeling a document "confidential", "trade secret" or proprietary" is not sufficient justification for the College to withhold such documents in response to a public records request for such documents. Instead, the proposer must provide the specific basis on which it claims the College may withhold the documents from public disclosure according to Florida's statutory requirements.

**SECTION V: GENERAL TERMS & CONDITIONS**

## **5.1 Indemnification Agreement**

The Contractor by submission of the proposal agrees it shall indemnify and hold harmless the College, its District Board of Trustees, officers, employees, agents, and other representative, individually and collectively (collectively, the "College Indemnities") from and against any and all Liabilities incurred by any of the College Indemnities. For purposes hereof, Liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this RFP and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFP or the Contract executed in connection with this RFP; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this RFP. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFP.

## **5.2 Acknowledgement of Compliance or Noncompliance**

The vendor must provide a notice of noncompliance for any specifications listed within the RFP. If a notice of noncompliance is not included, the vendor by submitting a proposal is acknowledging full compliance with all RFP specifications, requirements, terms, conditions, and provisions. If a vendor requires a contract to be executed, provide a sample contract.

## **5.3 Termination of Contract**

The Contract shall be cancelable at the option of the College for nonperformance of any of the contractual obligations of the Contractor. This termination is available for any contract resulting from this RFP extending to any Florida Community College. This can be accomplished by sending written notice thirty (30) days prior to cancellation by Certified Mail-Return Receipt Requested to the Contractor's corporate office and if no objection to cancellation is filed in writing, sent by Certified mail-Return Receipt Requested, in the office of Purchasing and Auxiliary Services, 1000 College Blvd., Pensacola, FL 32504 or if a cure is not made to the reasonable satisfaction of the College within 30 days, then said Contract will be deemed fully canceled as though a formal document of cancellation had been entered into by and between the parties at the expiration of the 30 day period. The College may cancel the Agreement at any time upon thirty (30) days written notice for any one or more of the following reasons:

Quality of services required or maintenance of equipment is unsatisfactory to the College as determined by the College's representative after service of a ten (10) day notice to correct. Cessation or diminution of service including, but not limited to:

Failure to maintain adequate personnel or equipment shall constitute grounds for notice to correct.

Failure to comply with any of the terms of the Contract after reasonable notice to correct.

Either party may cancel this by written notice to the other party on hundred eighty (180) days prior to the effective date of such cancellation.

The contract(s) resulting from this RFP may be terminated by either party upon no less than ninety (90) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If any contract resulting from this RFP is terminated within six months, the College reserves the right, if desired, to enter into an agreement with the next highest-rated proposer.

#### **5.4 Bankruptcy**

In the event that a voluntary petition is filed by the Contractor under the bankruptcy laws of the United States, or if an involuntary petition is filed against the Contractor and is not discharged within a reasonable time, or if the Contractor makes a general assignment for the benefit of creditors, the College may terminate this Contract, without prejudice to any rights hereunder.

#### **5.5 Written Contract Requirement**

This solicitation document, recommended award, approval of award, and the awarded vendor's submittals in response to this intent to negotiate will be incorporated by reference into a written contract. All Pensacola State College Purchase Order terms and conditions are hereby incorporated by reference. These terms and conditions can be found at <http://www.pensacolastate.edu/docs/vendors/TERMSandCONDITIONS-for-new-po.pdf>.

#### **5.6 Modification of the Contract**

The documents constituting the entire contract may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the parties. The contractor agrees that no representations of warranties shall be binding upon the College unless expressed in writing. Any failure by the College to insist on the firm's performance of any provision of the contract or the waiver by the College of the Contractor's performance of any provision shall not be deemed a permanent waiver by the College of that provision, nor shall each failure effect the College's right to insist on the firm's performance at any other time. Any failure by the firm to insist on the College's performance of any provision of the contract or the waiver by the firm of the College's performance of any provision shall not be deemed a permanent waiver by the contractor of that provision, nor shall such failure affect the contractor's right to insist on the College's performance at any other time.

#### **5.7 Applicable Law**

The firm shall comply with all federal, state and local laws, rules and regulations ("Laws") applicable to the Contractor's response to the RFP, the contract executed in connection with the RFP, and the provision of services under the RFP and the RFP contract. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution.

The parties hereby irrevocably submit to any suit, disputes, actions or proceedings arising from or in connection with, the contract shall be determined before the United States District Court for the Southern District of Florida or if jurisdiction is not available therein, the jurisdiction of any State court in Miami-Dade County, State of Florida. The RFP process, the award process and the contract between the College and the Contractor shall be governed by and construed in accordance with the laws of the State of Florida, and Miami-Dade County, Florida and shall not be the forum for any lawsuits arising from an incident in the contract.



Laws applicable to the College - organized under the laws of the State of Florida, and the rules of the State Board of Education, which is a political subdivision of the State of Florida, and as such, must be operated in accordance with the Statutes of the State of Florida and the rules of the State Board of Education. This RFP and the contract to be executed in connection with the award of this RFP must be modified in accordance with any statutory requirement of the State of Florida.

## **5.8 Contractor as Independent Contractor**

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work requested. The Contractor and/or its employees are in no respect to be considered any agent or employee of the College. This contract specifies the work to be done by the firm, but the method utilized to accomplish the work shall be the responsibility of the firm and approved by the College.

### **5.8.1 Subcontracting**

Contractor may subcontract services to be performed hereunder with subject to prior written approval of the College, which shall not unreasonably withhold approval. No such approval will be construed as making the College party of, or to, such subcontract, nor shall approval be construed as subjecting the College to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; despite such subcontracting the College shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. All sub-contractors must have all appropriate licenses, certifications, permits and insurance. The College has the right to request to remove or replace the Contractor's representative which may include any employee, agent, subcontractor or other representative. Include in proposal response any subcontracts to be utilized.

### **5.8.2 College Representative(s)**

Unless provided elsewhere in the contract, the College may authorize representative(s) to act on behalf of the College on all matters relating to the contract and/or services being performed hereunder. The representative(s) shall decide all issues which may arise as to the quantity, character and quality of services performed or to be performed pursuant to the contract.

## **5.9 Specification Deviations**

Any deviation from the specifications indicated herein must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with all of the RFP specifications, and the successful firm shall be held responsible therefore. Deviations must be explained in detail and submitted.

## **5.10 Publicity Release**

The Contractor agrees not to refer to award of this contract in any commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the user or the College.

**SECTION VI: FORMS TO BE SUBMITTED WITH PROPOSAL RESPONSE**

**PROPOSAL PRICING SHEET**

Sealed Proposals will be accepted in the Purchasing Department until time indicated in the solicitation document and may not be withdrawn for 150 days after opening.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal specifications and I certify that I am authorized to sign this proposal.

Firms certify by their signature they have read and understand the conditions and specifications of this Request for Proposal and they have the authority, capacity, and capability to perform all conditions and specifications contained herein.

Firm represents to the College this proposal is made without connection or arrangement with any other person not identified in the proposal or on this document; and that the proposal is in every respect fair and made in good faith, without collusion or fraud.

Clerical is defined as positions such as Secretaries, Clerks, Accountants, Professionals, Paraprofessionals, Cashiers, etc.

Industrial is defined as positions such as Groundskeepers, Maintenance, etc.

Six months of employment is considered consistent employment over a six month period.

<b>Classification</b>	<b>Clerical</b>	<b>Industrial</b>
PSC Referred Employee	%	%
PSC Referred Employee, Length of employment with firm at College > 6 months	%	%
Firm Provided Employee	%	%
Provided Employee, Length of employment with firm at College > 6 months	%	%

BIDDING FIRM OR ENTITY NAME: \_\_\_\_\_

SIGNATURE OF VENDOR REPRESENTATIVE: \_\_\_\_\_

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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 wRFPess 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.

**ACKNOWLEDGMENT OF ADDENDA FORM**

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP

Addendum No. 1, \_\_\_\_\_

Addendum No. 2, \_\_\_\_\_

Addendum No. 3, \_\_\_\_\_

Addendum No. 4, \_\_\_\_\_

Addendum No. 5, \_\_\_\_\_

(Add more entries, if required.)

\_\_\_\_\_  
(Proposer's Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "VENDOR"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the COLLEGE or any employee thereof, or any person, firm or corporation under contract with the COLLEGE whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said COLLEGE, has paid or is to pay to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the COLLEGE.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**CONFLICT OF INTEREST**

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the COLLEGE, nor any employee, or person, whose salary is payable in whole or in part by the COLLEGE, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

BIDDING FIRM OR ENTITY NAME: \_\_\_\_\_

SIGNATURE OF VENDOR REPRESENTATIVE: \_\_\_\_\_

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_

**NON-DISCRIMINATION IN EMPLOYMENT FORM**

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

During the performance of this contract the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or VENDOR. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or VENDOR as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

BIDDING FIRM OR ENTITY NAME: \_\_\_\_\_

SIGNATURE OF VENDOR REPRESENTATIVE: \_\_\_\_\_

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_



**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) its 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.**

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.

# Vendor Registration

**Purchasing & Auxiliary Services**

Purchasing@PensacolaState.edu

Phone: (850) 484-1794

Fax: (850) 484-1839

**Tax Reporting Name** \_\_\_\_\_  
Name shown on income tax return

**Company Name** \_\_\_\_\_  
If applicable, DBA name for checks

**Federal Tax Identification Number** \_\_\_\_\_  
Employer Identification Number OR Social Security Number

**Type of Business**     Corporation     Sole Proprietor     Partnership     LLC \_\_\_\_\_ (classification)

**Order form Information** (Information for Obtaining Quotes/Purchase Order Submission)

Street/PO Box \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

Contact Person Name/Title \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_ Website \_\_\_\_\_

**Payment Address**     Same as Above

Street/PO Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_ Title \_\_\_\_\_

Email Address \_\_\_\_\_ Website \_\_\_\_\_

**Minority Business Status**    Check all that apply to your organization

- African American (person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin)
- Hispanic American (person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race)
- Asian American (person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands before 1778)
- Native American (person who has origins in any of the Indian Tribes of North America before 1835)
- American Woman

**Ability to Conduct Business**

Is your organization legally able to conduct business with public entities in the State of Florida, pursuant to Florida Statute 287.133, and with the Federal Government as per epls.gov?     No     Yes

At the present time, or at any time in the last twelve months, has any owner, officer, stockholder, employee or other person with an interest either directly or indirectly with your company been employed by Pensacola State College?     No     Yes

I certify that the information supplied herein is correct to the best of my knowledge. I further certify that in doing business with Pensacola State College my firm is in compliance with Chapter 112.313, Florida Statutes, relating to conflict of interest ([www.flsenate.gov/Statutes/](http://www.flsenate.gov/Statutes/)). I agree to the Purchase Order Terms and Conditions of Pensacola State College.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date