

Invitation to Bid
DTV ENCODER SYSTEM REPLACEMENT FOR WSRE-TV
ITB 9-2019/2020



Due: May 05, 2020 @ 2:00 PM, Local Time

The District Board of Trustees of Pensacola State College located at 1000 College Blvd., Pensacola, FL 32504, hereby extends an Invitation to Bid the above referenced project for Pensacola State College, as specified in this proposal request.

Questions regarding responses to this Invitation should be in writing by email to Director of Purchasing and Auxiliary Services at purchasing@pensacolastate.edu by the date listed in the ITB Schedule. The subject line must reference the ITB number and Title.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with College personnel related to this solicitation is permitted. All communications shall to be directed to the Director, Purchasing and Auxiliary Services listed above purchasing@pensacolastate.edu. Any such unauthorized contact may result in the disqualification of the Respondent's submittal.

ITB SCHEDULE

TIME	DAY/DATE	DESCRIPTION
	April 20, 2020	Advertise ITB
2:00 PM	April 29, 2020	Questions regarding ITB due
2:00 PM	May 05, 2020	ITB Due

SCOPE OF PROJECT

The District Board of Trustees of Pensacola Junior College, Florida, on behalf of WSRE, is accepting bids to provide equipment, with integration and training, for the replacement of WSRE's ATSC 1.0 Digital Television (DTV) Encoder and PSIP system. The purpose of the system is to replace an obsolete 1 HD and 3SD channel encoding and PSIP generator system. Old system is to be integrated as a backup. System must include all wire, cables, rack mounts, and peripheral equipment required for normal operation. Manufacturers other than Harmonic and Triveni will not be considered because of existing infrastructure.

GENERAL CONDITIONS

Firms submitting bids must be certified, licensed and insured to do business in the State of Florida, in compliance with Florida Statutes.

SUBMITTALS

Bids shall include equipment specification documentation and, at minimum, a system design line drawing. Full manuals will be required at time of equipment delivery. Full manuals may be requested during the evaluation period if the evaluation committee deems them necessary for proper evaluation of proposed equipment.

SYSTEM INTEGRATION

All equipment must be configured and tested prior to shipment. Interconnect drawings must be provided prior to equipment delivery. Equipment will be installed in racks and connected to video and audio inputs by WSRE personnel. Winning bidder must provide phone and internet control session to assist with final commissioning.

AWARD CRITERIA

Award of this ITB will be contingent upon an acceptable response meeting the ITB specifications and budgetary requirements.

SEALED BIDS: The number of the Bid and the date of opening shall be shown on the envelope containing each Bid. Firms are requested to show their name and address on the envelope. All Bids are subject to the conditions specified herein and on the attached Bid documents.

Completed bids must be submitted in a sealed envelope. Telegraphic (fax, email, telegraph, telephone) Bids will not be accepted.

1. **EXECUTION OF BID:** Bids must contain an original manual signature of an authorized representative. Failure to properly sign the Bid may invalidate same, and it may not be considered for award. All Bids must be completed either handwritten in ink or typewritten.
2. **NUMBER OF COPIES:** Firms shall submit one (1) original and two (2) copies and a digital file. This quantity is required so that a full and complete copy of your Bid can be provided to each member of the selection committee.
3. **PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a bid to this solicitation. Regardless of the outcome of this ITB, all Bids submitted in response to this ITB, conference attendance and visits to Pensacola State College are at the sole expense of the Firm.
4. **QUALIFICATIONS SUBMISSION:** The College will receive bids at the Purchasing Office. The outside of the sealed envelope/container must be identified as follows:
 - Firm's name
 - Return address
 - ITB number and title
 - Due date and time
 - Deliver to:
Pensacola State College
Director of Purchasing & Auxiliary Services, Ted Young
1000 College Blvd.
Building 7, Room 737
Pensacola, FL 32504
5. **DUE DATE AND TIME:** The date and time will be carefully observed. Bids received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail. The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any Bid. Receipt of the Bid in the Purchasing Department after the date and time specified, due to failure by the firm to provide the above information on the outside of the envelope/container shall result in the rejection of the firm's Bid.
The firm may submit the Bid in person or by mail/courier service. The College cautions firms to assure actual delivery of mailed or hand delivered Bids prior to the deadline set for receiving Bids.
6. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Firms of all changes in an addendum.
7. **REVISIONS AND AMENDMENTS:** The College reserves the right to revise, amend the specifications and/or drawings, or both prior to the date set for opening of ITB. Such revisions and amendments, if any, will be

announced by an addendum to the ITB. If the revisions and amendments are of a nature which require material changes in quantities (if applicable) or prices (if applicable), the date set for the opening of the ITB may be postponed by such number of days as in the opinion of the Director of Purchasing and Auxiliary Services that will enable Firms to revise their ITB. In such cases the addendum will include an announcement of the new ITB opening date. The firms shall acknowledge receipt of all addenda in their bid submittal. Addenda will be posted to <http://www.pensacolastate.edu/business-psc/> and <https://www.myvendorlink.com/>

8. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All firms must disclose with their Bid the name of any officer, director, or agent who is also an employee of the College. Further, all firms must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm's firm or any of its branches.
9. **DISQUALIFICATION:** Any or all Bids will be rejected if there is reason to believe that collusion exists between firms. Bids in which the prices obviously are unbalanced may be subject to rejection.
10. **BID WITHDRAWAL:** Firms may withdraw their Bids by notifying the College in writing at any time prior to the time set for the Bid deadline. Firms may also withdraw their Bids in person or through an authorized representative. Firms and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with the requirements of the ITB. Once opened, all Bids become the property of the College and will not be returned to the firms.
11. **POSTING OF RESULTS:** Bid tabulations with recommended awards will be posted to <http://www.pensacolastate.edu/business-psc/> and it will remain posted for a period of 72 hours. 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.
12. **ADDITIONAL INFORMATION:** No additional information may be submitted, or follow-up performed by any firm after the stated due date of a formal presentation to the selection committee, unless specifically requested by the College.
13. **CONTRACTUAL AGREEMENT:** This Invitation to Bid in its entirety shall be included and incorporated in the final contract awarded as a result of this Invitation to Bid. The order for contract precedence will be the contract, Bid document and response. Any and all legal actions associated with this Request for Qualifications and/or the resultant contract shall be governed by the laws of the State of Florida. In the event the language in the contract itself should conflict with the terms of this ITB, the contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of this ITB. The College reserves the right to enter into one contract with a single firm for all services, or award multiple contracts to multiple firms, whichever is in the best interest of the College and based on the criteria listed in this ITB, pursuant to 119.071 (2), Florida Statutes.
14. **PUBLIC RECORDS:** Upon award or thirty (30) days after opening, whichever is earlier, Bids become "public records" and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Firms must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Firms are hereby notified that any part of the Bids, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).
15. **INQUIRIES/INTERPRETATIONS:** All firms shall carefully examine the ITB documents. Firms are expected to examine, as applicable, the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Purchasing Department no later than the date specified within the ITB schedule. Any interpretation or changes to the ITB will be made in the form of a written addendum.
16. **QUALIFIER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional Bid.
17. **PUBLIC OPENING/EVALUATION:** Bids shall be publicly opened on the date and time specified herein unless changed by Addendum. A Bid may not be altered after the opening of the Bids. A late modification of the Bid from the otherwise successful Firm offering more favorable terms to the College will be accepted. Upon receipt of Bids, a selection committee will select qualified candidates based on criteria contained herein. At the discretion of the Director of Purchasing and Auxiliary Services, qualified short listed responders will be contacted to give oral presentations after the initial review of all Bids.

18. **ACCURACY OF QUALIFICATION INFORMATION:** Any firm which submits in its Bid to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **ADVERTISING:** In submitting a Bid, the firm agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
20. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the firm to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where firms are required to enter or go onto the College property to deliver materials or perform work or services as a result of a Bid award, the firm will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The firm shall be liable for any damages or loss to the Board occasioned by negligence of the firm (or agent) or any person the firm has designated in the completion of the contract as a result of his or her Bid.
22. **DRUG FREE WORKPLACE:** Whenever two or more Bids which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a Bid received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
23. **CANCELLATION:** In the event the contractor violates any of the provisions of this Bid, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days immediate cancellation may be made. Pensacola State College reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
24. **TERMINATION:** The Firm will serve at the will and pleasure of the College. Either party may cancel the Contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the Contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the Firm will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice, except as otherwise directed by the College, the Firm shall:
 - Stop orders/work on the date and to the extent specified.
 - Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
 - Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
 - Continue and complete all parts of the work that have not been terminated.If a contract is awarded as a result of this ITB and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate and award a new contract to the next ranked firm or to issue a new ITB, whichever is determined to be in the best interest of the College.
25. **SEVERABILITY:** If any provision of a contract resulting from this ITB is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.
26. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or a contract to provide any goods or services to 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 work or perform work as a contractor, 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 Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By signing the Bid, the vendor attests they have not been placed on the convicted vendor list.
27. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all Bids, to waive any informalities and technicalities, and to solicit and re-advertise for new Bids, or to abandon the project in its entirety. The College

reserves the right to make the award to that firm who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the Bid of any firm who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award.

28. **JOINT VENTURES**: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.
29. **DISPUTES AND PROTESTS**: Failure to file a protest within the amount of time prescribed in FS 120.57(3), 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.
30. **FAMILIARITY WITH LAWS**: All firms are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this ITB. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
31. **EQUAL OPPORTUNITY**: The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The firm agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Firm agrees to adhere to any and all applicable State and Federal Civil Rights Laws. 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 non-discrimination policies: Rameca Leary, PhD, Institutional Diversity at (850) 484-2119, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504
32. **MINORITY BUSINESS ENTERPRISE PARTICIPATION**: The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit Bids. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be disbarred from bidding with Pensacola State College for thirty-six (36) months pursuant to 287.094 Florida Statutes. Contractors should take all necessary and reasonable steps to ensure minority businesses have the opportunity to compete and perform contract for the College in a nondiscriminatory environment. The awarded contractor will be asked to submit quarterly reports showing actual expenditures with MBE subcontractors used.
33. **DEFAULT**: In the event of default on a contract, the successful firm shall pay to the Board, as liquidated damages \$100.00 per day. Further, the successful firm shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
34. **INVOICING AND PAYMENT**: Payment will be made by the buyer after the service awarded to a firm has been received, inspected, and found to comply with award specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
 - Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and submit to Accounts Payable at the address indicated on the purchase order.
 - All invoices shall clearly reference the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
 - The invoice shall also contain the firm's Federal Employer Identification Number (F.E.I.N.).
 - Pensacola State College terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.
 - The College reserves the right to pay invoices via credit card payment without additional fees.
35. **ANTI-DISCRIMINATION**: The firm certifies that he or she is in compliance with the non-discrimination clause 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.
36. **OSHA**: The firm warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

37. **AFFIRMATION:** By submission of a Bid, the firm affirms that his/her Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Firm agrees to abide by all conditions of this ITB and the resulting contract.
38. **INDEMNIFICATION:** To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the firm or other person utilized by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.
- The firm, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the firm. Further, if such a claim is made or is pending, the firm may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the firm and receive reimbursement. If the firm used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
39. **VERIFICATION OF EMPLOYMENT:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Pensacola State College.
40. **PROHIBITION AGAINST CONTINGENT FEES:** By submitting the Firm's Bid, the Firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the Firm from future contracts with Pensacola State College for a period up to five (5) years.
41. **OPEN COMPETITION:** The College encourages free and open competition among Firms. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The Firm's signature on its Bid guarantees that the Firm, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.
42. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
43. **DEBARMENT:** Pensacola State College, when using Federal funds may not solicit offers from, award contracts to or consent to sub-contract with contractors debarred, suspended or proposed for debarment, and may disapprove or not consent to the selection (by a contractor) of an individual to serve as a principal investigator, as a project manager, in a position of responsibility for the administration of Federal funds, or in another key personnel position, if the individual is listed in the Excluded Parties List System (EPLS). Also, the College shall not conduct business with an agent or representative of a contractor if the agent's or representative's name is listed in the EPLS. The College shall review the EPLS before conducting a pre-award survey or soliciting Bids, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.

44. **LOBBYING:** Firm or Contractor is prohibited from using funds provided under this ITB for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
45. **RECORDS OF RETENTION:** Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulation 52.212-5 Subpar 4.7.
46. **ASSIGNMENT:** Neither this Invitation to Bid nor any duties or obligations assumed under any agreement or contract(s) resulting from this Invitation to Bid shall be assigned by Firm without prior written consent of the College.
47. **FIRM WARRANTY OF ABILITY TO PERFORM:** Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the Firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the Firm's obligations or diminish the Firm's obligations or diminish the Firm's financial ability to perform the terms of any proposed contract with the College.
48. **INDEPENDENT FIRM:** Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Firm the agent or representative of the College for any purpose in any manner whatsoever. Firm is, and shall remain, an independent contractor with respect to all services performed.
49. **QUALIFICATIONS MODIFICATION:** A Firm may change the Bid at any time prior to opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Bid, which are addressed in the same manner as the Bid, and are received by the College's Director of Purchasing and Auxiliary Services, Attn: Ted Young before the scheduled opening time will be accepted. The Bids, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Qualifications with the Firm's name.
50. **AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010:** If special accommodations are required in order to attend the Bid opening, contact Ted Young, Director of Purchasing and Auxiliary Services at purchasing@pensacolastate.edu.
51. **PROPOSED MATERIALS:** The material submitted in response to the Request for Qualifications becomes the property of the College and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the Firm.
52. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
53. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this ITB.
54. **ERRORS AND OMISSIONS:** The Firm is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Firm suspect any error, omission, or discrepancy in the specifications or instructions, the Firm shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. The Firm is responsible for the contents of its Bid and for satisfying the requirements set forth in the ITB.
55. **FIRM'S RESPONSIBILITY:** It is understood and the Firm hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the ITB.
56. **BID REJECTION:** The College shall have the right to reject any or all Bids and in particular to reject a Bids not accompanied by data required by the ITB or a Bids in any way incomplete or irregular. Conditional Bids will not be accepted.
57. **PERFORMANCE INQUIRY:** As part of the evaluation, the College may make inquiries to determine the ability of the Firm to perform the work. Please provide references as stated in the Previous Experience section of the Instructions for Preparing Bids in this ITB, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.

58. **GOVERNING LAW AND VENUE:** This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Firm hereby agree that venue shall lie in Escambia County, Florida.

59. **BID BOND:** N/A.

60. **PERFORMANCE AND PAYMENT BOND:** For individual projects at \$200,000 or more, a payment a performance bond shall be in a sum not less than 100% of the project amount where the bonding company would be required to complete the contract to its expiration and pay any additional premium cost involved for a second contractor to complete the work. The College must be completely satisfied with the surety company and the surety company must be licensed to conduct business in the State of Florida. The bonds, along with the appropriate Power of Attorney, shall be delivered to the Director of Purchasing and Auxiliary Services no later than 7 calendar days after receipt of the notice to award of the project.

61. **TAX EXEMPTION**

The College does not pay federal, excise, and state sale taxes. The applicable tax-exempt numbers are: Florida Sales Tax: 85-8012557294C-2 and FEID # 59-1207555.

65. **INSURANCE REQUIREMENTS**

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

A. Minimum Limits:

1. General Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
 - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$500,000 for each person
 - b. Not less than \$500,000 for each incident
 - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
 - b. \$100,000 for each disease
 - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
5. The Contractor shall provide builder's risk insurance, at replacement cost, covering the full value of the construction being performed, including where applicable, the existing structure. Such policy shall be written on causes of loss special form policy, and shall include coverage for reasonable compensation for the Architect/Engineer's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, subcontractor and sub-subcontractor in the Work. Property covered by the insurance shall include temporary building(s) or structure(s) at the Project site, other than any of Contractor's office trailer(s). In addition, such insurance shall cover portions of the Work stored off the site, after written approval from the College, at the value established in the approval, and portions of the Work in transit. The District Board of Board of Trustees, Pensacola State College shall be named as additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement.

The deductible under the policy shall not exceed \$5,000.00. The College shall not be liable for amounts that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

When the Work includes the repair, removal, installation and/or testing of live steam boilers, valves, pipes or lines, then such insurance shall include boiler and machine coverage, written on an ISO form or its equivalent.

A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall repair or replace the damaged property with the proceeds from the builder's risk policy. The Contractor shall be responsible for all damages and necessary repairs whether or not the loss is covered by the builder's risk policy.

6. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with not less than the following limits:

Personal Injury Liability: \$500,000 Each Person and \$1,000,000 Each Occurrence

Bodily Injury Liability: \$500,000 Each Person and \$1,000,000 Each Accident

Property Damage Liability: \$100,000 per Claimant and \$500,000 per Occurrence.

A copy of the policies shall be filed with the Owner, with the signed construction contract. This insurance shall include the interests of the Owner, the Contractor, Subcontractor, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment.

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Director of Purchasing and Auxiliary Services or designee may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

- C. **MISREPRESENTATION:** Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the Bid and rescission of any ensuing contract.

BID FORM (PAGE 1 OF 2)

Total Lump Sum Cost for Product and Installation as specified \$ _____

Payment Terms: Net 30 days or prompt payment discount of ____%, _____ Days offered by Proposer.

(Please type or print clearly in ink for reproduction purposes)

IDENTIFICATION			Type of Service
Company Name			
Purchasing Address	City	State	ZIP (9-digit)
Remit to Address	City	State	ZIP (9-digit)
Phone #	Fax #		web page address
Contact Person	Title		
Contact Person's Email Address			
Address of Parent Company	City	State	ZIP (9-digit)
Federal Employer Tax Identification No (9-digit) OR (FEIN)			
Are you a 1099 recipient?	If YES, under what name		

OWNERSHIP Please check all applicable boxes
 Company is at least 51% owned, controlled, and actively managed by Minority Person(s) Woman/Women

If minority owned, check applicable boxes Black American Hispanic American
 Asian Pacific American (includes oriental) Asian Indian American (includes India, Pakistan, Bangladesh)
 Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)

Attach current MBE/WBE Certifications (Note: Pensacola State College requires certification of MBE's by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency)

SIZE INFORMATION Please check one only.
 Foreign Owned Business Minority Owned Business Women Owned Business Small Business
 Non-Profit Business Corporation Individual, Self-Employed Partnership, Joint Venture,

Name (Print):

Signature:

All Firms certify by their signature they have read and understand the conditions and specifications of this Bid and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications and Pensacola State College's Purchase Order Terms and Conditions.

BID FORM (PAGE 2 OF 2)

Qty	Mfg	Model	Description / Specification	Price
<u>Harmonic X2S 1HD and 4SD Bundle</u>				
1	Harmonic	ELC-X2S-1HD4SDASI	ELC-X2S 5Ch PSIP bundle with chassis. With 1x HD MPEG-2 + 4x SD MPEG-2 encoding licenses. 1x Dolby Digital Multi channel encoding. 9x stereo Dolby Digital encoding. 5x 608TO708-CC-XCODE. 5x statmux licenses. 1x PSIP license. IP and ASI output	\$ _____
1	Harmonic	SLAST12R5	Standard Support, 12 Month term, 5 Day RMA shipping, 8am - 5pm Monday - Friday Local time Remote Telephone Support (Severity 1 Cases receive 24/7/365 remote technical support)	\$ _____
<u>Linear Acoustic Aero.10 for Stereo Upmix</u>				
1	Linear Acoustic	2001-00431-000	Linear Acoustic AERO.10 is a 1RU loudness management platform for PCM audio only hosting one AEROMAX AMX audio processing instance. Supports 8 audio pairs via SDI I/O, 4 pairs via AES, and one 2-channel signal via balanced analog I/O. Licenses for AMX5.1, AMX 5x2, and AMX2.0 configurations are included (user selectable, cannot be run concurrently).	\$ _____
<u>GuideBuilder Primary : New System</u>				
1	Triveni	GDBR-LCR	GuideBuilder LCR Server Platform - Fault Tolerant System Supports up to (2) Call Sign PSIP Licenses, GDBR-ADOT must be purchased for license activation of second Call Sign PSIP License. Includes: GuideBuilder 5 Application Software, Single Call Sign PSIP License (one Major Channel with Multiple Services), 1U Server Platform, Dual Power Supply, Linux Ubuntu Operating System.	\$ _____
1	Triveni	GDBR-IP-HARM	Primary Transport Carouseling IP Output - Harmonic Electra	\$ _____
1	Triveni	GDBR-INTF-PMCP	Input Interface - PMCP Interface Module	\$ _____
1	Triveni	ESSP-GDBR	GuideBuilder Primary Enhanced System Service Plan - for up to two Major Channel Number licenses (ADOT). Enhanced System Service Plan is included with purchase of system (mission critical) Software Upgrades, Service, Support, Hardware Warranty, and Maintenance One Year Enhanced System Service Plan (ESSP) – Annually Renewable	\$ _____
<u>Triveni Optional Full Five (5) Year Enhanced System Service Plan : Warranty & Service : Purchase Three (3) Additional Years and receive Fifth Year Free</u>				
3	Triveni	ESSP-GDBR	GuideBuilder Primary Enhanced System Service Plan - for up to two Major Channel Number licenses (ADOT).	\$ _____
1	TS Reader	TS Reader Pro	Transport Stream Analyzer Software	\$ _____
<u>Equipment Set-up and Commissioning Support</u>				
			All equipment will be configured and tested prior to shipment. System interconnect drawing will be generated and provided to customer. Equipment will be shipped to customer for customer installation and interconnection. Phone support and internet control session will be provided to assist with final commissioning.	\$ _____
TOTAL:				\$ _____

BIDDER COMPANY: _____

NAME: _____

SIGNATURE: _____

DATE: _____

DRUG FREE WORKPLACE

The undersigned Firm in accordance with Florida Statute 287.087 hereby certifies that _____
_____ does:

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 proposed 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 any controlled substance law of the United States or any state 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 an 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.

Firm's Signature

Date

PUBLIC ENTITY CRIMES

Any person submitting a Request for Bid 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 Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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 Bids or applies to Bid 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 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 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.