

Invitation to Bid
Network/Communication Systems
Cabling, Maintenance and Supplies
11-2019/2020



Due: June 11, 2020, @ 2:00 PM, Local Time

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

SEALED BID # ITB 11-2019/2020

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

Indicate the bid number on the outside of your sealed bid envelope to assist in identifying your bid. Additionally, you may submit your bid electronically to <https://www.myvendorlink.com/>.

Bid information will be posted on the Colleges website at <http://www.pensacolastate.edu/business-psc/> and <https://www.myvendorlink.com/>.

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

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

1.0 OVERVIEW

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

- 1.01 In order to maintain a fair and impartial competitive process, Pensacola State College shall avoid any oral communication with prospective bidders other than through the purchasing office during the bid process. However, all solicited bidders will be provided a copy of all written questions submitted and Pensacola State College's responses to them, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to purchasing@pensacolastate.edu. All written questions and inquiries are due no later than 10:00 AM, local time, August 11, 2015
- 1.02 Any addenda issued prior to the opening of the ITB for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to proposers at the office of the Pensacola State College Director of Purchasing and Auxiliary Services, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The Pensacola State College Director of Purchasing and Auxiliary Services emails addenda to all known prospective bidders, but no guarantee can be made that addenda will be received.
- 1.03 The bidder is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant award shall include requirements that the resultant contract shall be governed by the laws of the State of Florida. Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes.
- 1.04 As deemed in the College's best interest, the College reserves the right to:
1. Reject any or all bids submitted.
 2. To resolicit bids or not.
 3. To award any portion(s) of this ITB.
 4. To waive informalities.
 5. To issue to all responsive bidders request for information (RFI's).
 6. To issue requests to negotiate with finalist and solicit best and final offers.
 7. To evaluate to determine technical equivalents.
 8. To award this ITB on a Lot by Lot basis to the responsive low bidder meeting specifications.
 9. To award on an outright purchase or lease basis.
- 1.05 QUALIFICATIONS: Bidders shall furnish documentation of the following:
- a. He or She presently maintains a permanent bona fide place of business practicing this type of work and has had the appropriate experience.
 - b. He or She has available, or can obtain, adequate equipment and financial resources to undertake and execute the Contract properly and expeditiously, in accordance with present day practices.
 - c. All subcontractors shall be fully licensed in the State of Florida and shall be bondable. Submit copies of current license and documentation from bonding company showing compliance.
- 1.06 LICENSE: In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing services shall be licensed in the State of Florida for that activity.
- The successful low bidder shall be required to submit a list of all contractors to be involved in said project with applicable license numbers (see form included in these documents), including a photographic copy of current license certificates. Submittal of proof of license shall be made with, and as a part of signed contract.
- 1.07 MODIFICATION OF BID: Bid modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received and if received prior to the opening of the Bids. Modifications may be in written or telegraphic form. Modifications will be acknowledged by the Owner before opening of formal Bids.

- 1.08 WITHDRAWAL OF BIDS: Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.
- 1.09 Bid tabulations with recommended awards will be posted on the purchasing web page <http://www.pensacolastate.edu/business-psc/> Unless changed by addendum, and will remain posted for a period of 72 hours (not including Saturdays, Sundays and legal holidays). Any notice of protest of award or recommendation of award shall be filed in writing to the Director of Purchasing, within 72 hours after the posting of the ITB/RFP/RFQ bid tabulation. "Failure to file a protest within the time prescribed in section 120.57 (3), Florida statutes shall constitute a waiver of proceedings under chapter 120, Florida Statutes." A formal written protest must be filed within 10 days after the date the notice of protest was filed. The formal written protest shall state with particularity the facts and law upon which the protest is based upon. Failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under chapter 120.57(3) Florida Statutes. Inspection or examination of sealed bids or proposals are available for inspection during normal working hours by appointment, upon notice of a decision or intended decision, or 10 days after invitation to bid or proposal public opening, whichever is earlier.

SCOPE

The bid is for a multiple year Time and Material service agreement for maintenance and minor revision for Information Technology Services Network/Communication Systems to include but not limited to: fiber optic cable, copper cable, coax cable, and related parts and equipment for Pensacola State College.

SPECIFICATIONS

- 2.01 Services shall include maintenance, repair, revisions, and additional installations to Pensacola State College Information Technology Services Network/Communication Systems. These services shall be offered on a time and materials basis.
- 2.02 Pensacola State College reserves the right to separately identify and bid as individual project(s) or make separate purchase(s) of any services, parts, materials, supplies, and/or equipment pertaining to Pensacola State College Information Technology Services Network/Communication Systems, Cabling, Maintenance and Supplies.
- 2.03 The successful bidder will be required to be familiar with the various buildings locations and all equipment rooms at all Pensacola State College locations, at the successful bidder(s)'s expense. The successful bidder will be responsible for providing services to the Pensacola State College District, including but not limited to the current campus, centers and sites listed below, and all future centers and sites.

PENSACOLA STATE COLLEGE
Pensacola Campus
1000 College Boulevard
Pensacola, FL 32504-8998

PENSACOLA STATE COLLEGE
Milton Campus
5988 Highway 90
Milton, FL 32583-1798

PENSACOLA STATE COLLEGE
South Santa Rosa Campus
5075 Gulf Breeze Parkway
Gulf Breeze, FL 32563

PENSACOLA STATE COLLEGE
Warrington Campus
5555 West Highway 98
Pensacola, FL 32507-1097

PENSACOLA STATE COLLEGE
Downtown Center
418 West Garden Street
Pensacola, FL 32501

PENSACOLA STATE COLLEGE
Century Campus
440 E. Hecker Rd.
Century, FL 32535

- 2.04 Bids shall be based on an hourly rate. All parts will be bid at vendors cost plus a percentage markup. Rates will be consistent for all services and campuses. The rate to be calculated from the time of arrival of service personnel, on the College Site, or at the time service begins at the shop, when in-shop repairs are necessary. Round trip

travel for service calls for all of the College Campus and Center Locations shall be included, at no additional cost. No additional costs shall be required for pick-up and return delivery, when shop repair is required. There shall be no charge to provide a quote of project cost to the College.

- 2.05 The existing network/telephone systems are either new or have been covered by ongoing maintenance contracts and shall be accepted for coverage on an “as is” basis. There shall be no restrictions due to age of equipment other than availability of parts.
- 2.06 Each bidder shall be legitimately capable of providing parts and equipment, for use in maintaining the Pensacola State College Network/Communications Systems, for the following manufacturer parts and equipment lists:
 1. Ortronics
 2. Mitel/Shortel
 3. Other PSC Specified Equipment
- 2.07 A minimum of (1) one year warranty, shall apply to all contractor furnished and installed parts, materials, supplies, and/or equipment items. The warranty shall cover the cost of any and all parts, materials, supplies, and/or equipment items as well as related labor. The warranty shall cover the cost of any and all replacement parts and labor costs, required to return the equipment to its proper working condition.
- 2.08 Original Equipment Manufacturer (OEM) parts shall be used, unless alternate parts are approved by the College. The cost of replacement parts shall be the responsibility of the College and shall not exceed the actual cost of the part(s) plus the percentage mark-up as bid. The successful bidder shall be responsible for providing parts lists/price lists for all items quoted/billed to Pensacola State College, signed by appropriate College personnel employed in the areas for which repairs or minor revisions were performed. This parts list/price list shall show the successful bidder’s costs with their percentage mark-up listed in a separate column or line. The College may, for time to time, request a copy of any invoice from the successful bidder’s supplier(s) to verify the bidder’s price during the life of the contract.
- 2.09 Maintenance, repairs, revisions, and additional installations, shall be performed as required by the College. Repair or service work orders, for maintenance repairs, revisions, and additional installation service calls, listing the time and materials required for completion of same, signed by appropriate College Personnel, shall accompany each invoice. Appropriate College Personnel shall be defined to be permanent, College Employees-employed in the area(s) in which, or for which, such services are performed.
- 2.10 Maximum response time per service call (for on-site repairs) including arrival of service personnel at the College site shall be within the following requirements:
 - Routine: Within twenty-four (24) hours
 - Emergencies: Within two (2) hours
- 2.11 Payment shall be submitted on a monthly basis, for repairs completed and invoiced during each respective month of the contract period. The successful bidder shall be responsible for providing parts list/price lists for all items quoted/billed to Pensacola State College, signed by appropriate College personnel employed in the areas for all parts billed to the College. Successful bidder shall present invoices to College within 30 days of completed work.
- 2.12 The College reserves the right to cancel any agreement, resultant of this bid, upon thirty (30) days written notice.

2.13 All pricing shall remain firm through June 30, 2021. The College reserves the right to terminate the agreement at the end of one (1) year period as per Florida Statutes Section 237.161 or to renew the contract for successive one (1) year periods, for a total of four additional years, at its option. Renewals shall be contingent upon satisfactory performance evaluations by Pensacola State College and subject to the availability of funds.

Any price adjustment requests shall be submitted in writing by April 1, of each fiscal year, to the Director of Purchasing and Auxiliary Services, in order to be considered for the following fiscal year. It is at the sole discretion of the college for approval of price adjustment requests.

2.14 Pensacola State College reserves the rights to consider reference data, technician profile data, Training Certificates, and other information requested, in determining bid award(s). Any award, on the basis of this bid, is contingent upon approval by the District Board of Trustees, Pensacola State College and budget.

2.15 Submit with bid minimum of three (3) references for which your firm has provided fiber optic and copper cabling systems, data/telephone communications cabling systems, maintenance, repair services, revisions and installation services.

2.16 Submit with bid technicians profile data listing the training, certification and educational backgrounds of technician which will be utilized in servicing this agreement.

2.17 In addition to the Technician Profile Sheets, each bidder shall submit with bid, Training Certificates for the below listed systems for at least two technicians, available for providing services under this agreement. A copy of all applicable licenses, company license, shall be submitted with bid, from each of the following companies.

1. BICSI – RCDD Certification
2. BICSI Certification
3. Ortronics/O.A.S.I.S.

All certified personnel must be able to be on-site at the request of the College within the time limits specified in Section 2.10.

2.18 The number of days required for completed delivery of equipment or parts, after receipt of order, shall be clearly indicated in the space provided.

2.19 Each bidder shall have a Certified Project Manager on staff in the local area within 75 miles of the Pensacola Campus and this person shall be available to the College for the life of the Contract. Certification shall be included in the bid package.

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

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

- (a) Valid workmen's compensation insurance as required by Chapter 440, Florida Statutes;
- (b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$100,000.00 per claimant, and \$200,000.00 per incident or occurrence. The District Board of Trustees, Pensacola Junior College, Florida shall be named as an additional insured on the contractor's policy.
- (c) Automotive liability insurance against bodily injury and property damage, in at least the amounts of \$100,000.00 per claimant, and \$200,000.00 per occurrence.

(d) Certificates evidencing that all of the previously listed insurance is in force shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list The District Board of Trustees, Pensacola Junior College, Florida, as additional insured.

2.21 Parts, materials, supplies, and equipment will be provided on a mark-up basis, please indicate the mark-up(s) to be applied, on the basis of percentage above the original equipment manufacturers' current list prices.

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

BIDDING FIRM OR ENTITY NAME: _____

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: _____

DATE: _____

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS
ENTERPRISE CERTIFICATE

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

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

Signature of Company's Authorized Representative

State of _____ County of _____ City of _____

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

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

Signed: _____
Notary Public

(SEAL)

My commission Expires:

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

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

PUBLIC ENTITY CRIMES STATEMENT

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

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

This sworn statement is submitted to:

(print name of the public entity)

By _____
(Print name of entity submitting sworn statement)

Whose business address is _____

And (if applicable) 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.

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