

**Invitation to Bid  
Online Orientation  
ITB 13-2019/2020**



**PENSACOLA  
STATE COLLEGE**

**Due: June 18, 2020 @ 2:00 PM, Local Time**

The District Board of Trustees of Pensacola State College, Florida hereby extends an Invitation to Bid the above referenced project for Pensacola State College, as specified in this proposal request.

All terms and conditions included hereafter are part of this bid request and Pensacola State College purchase order terms and condition and federal purchase terms and conditions available at <http://www.pensacolastate.edu/business-psc/> or [www.myvendorlink.com](http://www.myvendorlink.com). These terms and conditions are hereafter incorporated by reference. Any bid failing to comply with all of these terms and conditions may not be accepted. Rights are reserved to reject any and all bids and to waive any and all technicalities.

Directions for submitting bids include the following:

All bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services, and be received in the Purchasing and Auxiliary Services Office, Pensacola State College, Building 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998, or delivered to the bid opening site, or submitted to the online program **VendorLink** at [www.myvendorlink.com](http://www.myvendorlink.com) not later than the date and time indicated above and shall be clearly marked with the ITB name and number indicated above. Due to the requirement of sealed bidding, facsimile bids will not be acceptable as valid bid responses. All bids shall be submitted on the bid form, herein included, and shall be properly signed by an authorized representative of the firm or entity submitting the bid, with delivery or completion date clearly indicated, in order to be considered. Attach all amplifying instructions and documents to this bid form. Questions must be submitted no later than 2:00 P.M., central time, **June 11, 2020** to [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu).

An evaluation committee meeting is scheduled to be held immediately following the bid opening, in the Barfield Administration Building No. 7, Room 737, 1000 College Blvd, Pensacola, FL 32504. Bid tabulations and award recommendations will be posted in the Purchasing Department, Pensacola State College. Posting normally occurs within 10 days of bid opening date at [http://www.pensacolastate.edu/purchasing/current\\_solicitations.asp](http://www.pensacolastate.edu/purchasing/current_solicitations.asp) or **VendorLink** at [www.myvendorlink.com](http://www.myvendorlink.com).

Any person(s) requiring reasonable accommodations, in accordance with the provisions of the American With Disabilities Act for attendance at the scheduled bid opening, shall contact the Office of the Director of Purchasing and Auxiliary Services, at least seventy-two (72) hours in advance of the scheduled bid opening deadline, as indicated on Page 1, herein.

Price, quality, specifications and time of guaranteed delivery will be the determining factors in the award of the bid. Award will be made to the supplier offering the best total value to the college. All prices shall remain firm for 180 days. The College reserves the right to purchase one, multiple, or none of the items and may award to multiple vendors. The College may also purchase additional quantities as specified rate. Pricing shall include delivery and installation and any necessary rigging. Any award on the basis of this bid will be contingent upon approval by The District Board of Trustees of Pensacola State College, Florida, and the terms of the contract to be negotiated with the successful bidder. The award is based contingent upon available budget.

Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form. The College retains the right to determine the acceptability of any item(s) offered as equivalent to any item(s) specified.

## ITB SCHEDULE

TIME	DAY/DATE	DESCRIPTION
	<b>June 04, 2020</b>	Advertise ITB
2:00 PM	<b>June 11, 2020</b>	Questions regarding ITB due
2:00 PM	<b>June 18 2020</b>	ITB Due

## **Scope of Work: Pensacola State College Online Orientation Videos**

### **1. Online Orientation: Video Production**

**VIDEO PRODUCTION PLANNING:** Ensure a successful video production by providing important guidelines. Host a meeting with PSC team, separate from initial kick-off meeting, to discuss and provide documents that cover:

- On-camera tips (PDF)
- Location scouting (remote consultation)
- Script writing guidelines
- Shoot schedule
- What to expect the day of shoot

Discuss the specific, campus talent needed and suggest what type may work best on camera. Need option for up to two (2) spokespeople on camera at a time, as needed.

List additional service available, as needed, and itemize on the proposal: script writing, talent casting, music and b-roll footage, etc.

**ON LOCATION FILMING:** to include up to sixteen (16) hours of shoot time on a single campus with a video crew consisting of a camera operator, director and grip filming of all PSC subjects in high definition video. List state-of-the-art equipment to be used, i.e. video cameras, lights, microphones, and teleprompter. Staging locations: multiple needed - up to seven (7) locations - around a single campus. If more locations or campuses are needed, video shoot time may be extended and charged accordingly.

Travel expenses are not included unless itemized separately. Sixteen (16) hour shoot for twenty-nine (29) segments to include:

- One (1) President's Welcome
- One (1) Online Orientation Welcome Overview
- Ten (10) Section videos: Two (2) each in the five (5) main sections: opening, and closing videos
- Fifteen (15) Quiz related videos: Five (5) quizzes, each comprised of a question, correct and incorrect
- One (1) Next Steps
- One (1) Congratulatory Orientation

## 2. Orientation – Video - VIDEO POST-PRODUCTION EDITING

All footage to be edited including: the best takes and the appropriate length for online orientation videos. The subject videos appear throughout the orientation optimized at the best resolutions. Two-day Shoot for Twenty-nine (29) segments to include:

- One (1) President’s Welcome
- One (1) Online Orientation Welcome Overview
- Ten (10) Section videos: Two (2) each in the five (5) main sections: opening, and closing videos
- Fifteen (15) Quiz related videos: Five (5) quizzes, each comprised of a question, correct and incorrect
- One (1) Next Steps
- One (1) Congratulatory

## 3. Orientation Video – SUPPORTING SCENES PACKAGE

Supporting scenes package upgrades interview style videos with additional footage of campus and activities including additional b-roll footage that shows visuals of what speakers are speaking about. PSC to provide up to 10 minutes of b-roll footage portraying student life, events, and other campus scenes. The additional footage used in advanced editing to enhance all videos throughout the orientation - combining b-roll with an interview style presentation to create more engaging student experience.

No cost to PSC if most of b-roll provided - to be included as appropriate – based on the script. Film team to include additional film footage in between video talent filming.

## 4. Orientation – CONTENT ASSISTANCE – COPYWRITING FULL-SERVICE

Copywriter to deliver content for each of main menu sections including text and photo screens, core videos, and quiz question sets as outlined in the proposal.

Video Script Writing:

Using the screen content outlined and approved draft, provide written PSC video scripts. Each video script will be composed to complement and highlight the key messages from the screen text. Included: welcome script and an opening and a closing for each of the sections. Each video script to be written for 1 or up to 2 people on camera. Each will run from 25 to 45 seconds finished length.

Include two rounds of revisions - with additional charge for the number of sections written. The platform to allow PSC ability to edit screen copy on demand.

Use one existing quiz question from each of the five main sections and orientation text included in the President's welcome.

## 5. Travel

Travel covers car rental, fuel, hotel and meals for crew for two days of filming videos.

QUOTATION FORM

1. Online Orientation: Video Production	\$
2. Orientation – Video - VIDEO POST-PRODUCTION EDITING	\$
3. Orientation Video – SUPPORTING SCENES PACKAGE	\$
4. Orientation – CONTENT ASSISTANCE – COPYWRITING FULL-SERVICE	\$
5. Travel	\$
6. Total for Requirement	\$

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

<b>IDENTIFICATION</b>			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 Invitation to Bid and Pensacola State College's Purchase Order Terms and Conditions.

**Drug Free Workplace**

The undersigned Firm in accordance with Florida Statute 287.087 hereby certifies the firm listed below 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 proposal, 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.

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

Firm Name: _____		
_____	_____	_____
Authorized Agent Name	Signature	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:

Pensacola State College  
(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.



**EQUAL OPPORTUNITY CERTIFICATE OF COMPLIANCE**

This is to certify that the undersigned contractor on subject project does now and will during the entire length of this project comply with all applicable laws, rules and regulations relating to equal employment opportunity, and any Federal, State, or Local laws, rules, or regulations pertaining thereto; and further certifies compliance specifically with Executive Order 11246 originally issued by the President of the United States on September 24, 1965, as amended from time to time thereafter, including:

1. The Contractor does not discriminate in any manner in its employment policies as to race, color, religion, sex or national origin; and,
2. The Contractor does maintain an affirmative action plan to recruit, employ, and promote qualified members of groups that may have been formerly excluded because of race, color, religion, sex or national origin.

Firm Name: _____		
_____	_____	_____
Authorized Agent Name	Signature	Date

UNITED STATES FEDERAL ATTESTATION FORM – (NON-CONSTRUCTION PROGRAMS)

Note: Certain of these assurances may not be applicable to sale of your products or services. If you have questions, please contact the Pensacola State College Purchasing and Auxiliary Services Department. Further, certain Federal awarding agencies may require PENSACOLA STATE COLLEGE certify additional assurances. If such is the case, you will be notified.

Our company understands this purchase has Federal funding and by signing this Federal Attestation Form we agree to:

1. Give the Federal Government, the Comptroller General of the United States, through their authorized representative, access to and the right to examine all records, books, papers or documents related to this purchase, as well as establish a proper accounting system in accordance with generally accepted accounting standards and to retain all records a minimum of five years.
2. Establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. Initiate and complete the scope of work within the applicable time frame after receipt of an approved PENSACOLA STATE COLLEGE purchase order.
4. Comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
5. Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88.352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 – 1683, and 1685 – 1686), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
6. Comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
7. Comply with the provision of the Hatch Act (U.S.C. 1501 – 1508 and 7324 – 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. Comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Standards Act (40.327 – 333), regarding labor standards for federally assisted construction sub-agreements.
19. Compliance with the Federal agency requirements and regulations (as applicable) pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, as well as awarding agency requirements and regulations pertaining to copy-rights and rights in data
  - B. Supplier agrees to provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents papers, and records or documents of the supplier which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - C. Supplier agrees to retain all records relative to this procurement for five full years after PENSACOLA STATE COLLEGE makes final payment and all other pending matters are closed.
9. Comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L.91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.) (f) conformity of Federal actions to State (Clear Air) implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93.523; and (h) protection of endangered species under the Endangered Species Act of 1973, as amended. (P.L. 93.205).
10. Comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
11. Assist the United States Federal Government (as requested) in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).
12. Comply, as applicable, with P.L. 93.348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
13. Comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L) 89.544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance
14. Comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this purchase.
15. Strongly strive to provide subcontracting opportunities to small businesses owned and controlled by socially and economically disadvantaged individuals (WBE/MBE) in accord with Executive Order 12928.
16. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Federal regulations (41 CFR Chapter 60).
17. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).
18. Compliance with mandatory standards and policies (as applicable) relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 – 163, 89 Stat. 871).

Our firm listed below attests that it is in full compliance with all of the cited U.S. Federal Attestations.

Firm Name: _____		
_____	_____	_____
Authorized Agent Name	Signature	Date

## GENERAL CONDITIONS

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

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

<p><b>PROTEST:</b> "Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." All protests must be delivered to the Director of Purchasing and Auxiliary Services within the time prescribed in Chapter 120, Florida Statutes to be considered valid.</p>	<p><b>PATENTS AND ROYALTIES:</b> The proposer, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.</p>
<p><b>ASSIGNMENT:</b> Any Purchase Order issued pursuant to this ITB invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>	<p><b>CONSORTIUM PURCHASE:</b> When an RFP is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p><b>LIABILITY:</b> The supplier shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of this contract.</p>	<p><b>STATE LICENSING REQUIREMENT:</b> All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.</p>
<p><b>PUBLIC ENTITY CRIME INFORMATION STATEMENT:</b> All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."</p>	<p><b>RETENTION OF RECORDS:</b> Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this RFP and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p><b>PUBLIC RECORD LAW:</b> Any material submitted in response to this ITB will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this ITB.</p>	<p><b>AUDIT RECORDS:</b> The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the College under any contract resulting from the ITB, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this ITB.</p>
<p><b>ANTI-DISCRIMINATION CLAUSE:</b> The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p><b>AMERICANS WITH DISABILITIES ACT:</b> The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this RFP may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.</p>
<p><b>DISCRIMINATORY VENDOR'S LIST:</b> Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.</p>	<p><b>UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS:</b> The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.</p>

<p><b>INSURANCE REQUIREMENTS</b></p> <p>When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following:</p> <ol style="list-style-type: none"> <li>1. Workers compensation and employee's liability in accordance with the laws of the State of Florida.</li> <li>2. Bodily injury liability, minimum of \$1,000,000 per person and \$2,000,000 per accident.</li> <li>3. Property damage liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 aggregate.</li> <li>4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.</li> <li>5. Contingent coverage for sub-contractors for liability at the site.</li> </ol> <p>The bidder must list any sub-contractor that will perform work under this bid.</p> <p>The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>	<p><b>PROPOSAL INQUIRIES</b></p> <p>The proposer may examine this ITB to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received within 72 hours of receipt of the ITB documents. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this ITB shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this ITB, which shall be sent to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications.</p>
<p><b>PROPOSED RULES FOR WITHDRAWAL</b></p> <p>A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>	<p><b>ADDENDA</b></p> <p>All addenda to this ITB will be posted to the Pensacola State College Purchasing Department's web page containing the original solicitation.</p>
<p><b>VERBAL INSTRUCTIONS</b></p> <p>No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this ITB shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>	<p><b>REJECTION OF PROPOSALS</b></p> <p>The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this ITB. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed.</p>
<p><b>POSTING OF RECOMMENDED AWARD</b></p> <p>The recommended award may be reviewed on the Pensacola State College Purchasing Department web page.</p>	<p><b>PRE-DECISION DISCUSSIONS</b></p> <p>Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
<p><b>INCLUSION OF SUPPORTING DOCUMENTS</b></p> <p>All those submitting sealed replies in response to this Invitation to Bid understand that the ITB document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>	<p><b>AVAILABILITY OF FUNDS</b></p> <p>The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</p>