



Due: Tuesday, September 10, 2024 @ 2:00 PM, Local Time

Request for Proposal (RFP) for Grant Evaluation Consultant for NSF ATE Grant Application NSF 24-584 Advanced Technological Education, due October 3, 2024; \$475,000 over three years.

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1. Introduction

Purpose of the RFP: Soliciting proposals from qualified Grant Evaluation Consultants to assist Pensacola State College (PSC) in preparing a comprehensive evaluation plan to be included in the application for the National Science Foundation Advanced Technological Education (NSF ATE) grant due October 2024.

2. Project Overview

Project Title: PSC – Creative Precision Systems

Project Summary:

PSC will partner with key industry players in Aerospace, the Department of Defense (DoD), and Healthcare Systems.

The project focuses on developing a miniaturization and lightweight systems advanced manufacturing partnership.

Objectives include creating technician education opportunities in microelectronic and mechanical advanced manufacturing through hands-on learning.

Precision industries are seeking employees that demonstrate creativity and knowledge in engineering and design and advanced manufacturing skills along with the ability to organize and plan complex work and the ability to communicate results from that work. Defense, aerospace, diagnostic devices, maritime and robotic industries are all present in the region to drive workforce needs. This project will develop learning modules that would lead to students designing, troubleshooting, and prototyping a common precision instrument, a wearable watch instrument, that will meet industry needs for developing skills and competencies. The module-based course will be embedded into the Engineering Technology Degree curriculum, where students will learn the design and production of a precision microsystem. Students will fabricate actual wearable watches, disassembling, assembling, and repairing them using instructional resources, hands-on and design thinking information, and exercises. A wearable watch allows for creative design, personal connection to the manufactured object, and an opportunity to present visible results to potential employers in any of the regional precision industries. Evidence emerged from collaborative projects interviews with employers, and Advisory Committee feedback on the need for creative technical, design, and entrepreneurial thinking employees along with the knowledge to produce precision systems for use by humans and machines.

A capstone course comprising several modules will be used to enhance the quality of instructional programs and further develop business and industry partnerships in alignment with institutional priorities outlined in the college's strategic plan. The project will enable customizable electrical and mechanical watches that will support knowledge generation in microelectronics, micro-mechanics, and advanced electronics packaging, in addition to design engineering, graphical arts information design, and science visualizations. With confirmed participating faculty members across disciplines (engineering, arts, and business), this project creates technician education opportunities for STEAM enabled students. Accelerated expertise and certifications in sensors, microfabrication and manufacturing of electronics, material properties, miniaturization, measurement, automation, and design rules for microscopic components are all key values to regional precision industries and will assist in student placement. Beyond on-ramped project participants that include postsecondary college students, military veterans, incumbent workers, and low-income individuals, this project enrolls high school students (dual-enrolled from existing PSC Charter Academy and planned future PSC CTE Charter Academy, and students dual-enrolled from two county school

districts). Overarching goals of this project are to generate: (1) Competent technicians who are graduates with knowledge of precision electronics, mechanics and microsystems-making principles and practical skills that can be applied to high-value industries in the region; (2) Industry-recognized certifications; increasing industry-recognized certifications found on the Florida Masters Credentials List and (3) providing the completers with a fabricated watch piece, which is a tangible product from participation.

3. Scope of Work

Pensacola State College (PSC) will provide and monitor evaluation services of the Evaluator which includes; monitoring outcome indicators; conduct regular conference calls or web meetings to monitor evaluation activities; provide program coordination; provide technical assistance; provide input into the annual project work plan and progress report; develop documents to organize the annual work plan and progress report; prepare required documents and reports including the required evaluation plan and evaluation plan reports.

Evaluation Consultation Services:

The Grant Evaluator will be required to write the evaluation section of the grant application narrative pre-award and serve as the project evaluator post-award in support of the College's grant activities. The pre-award writing must be a pro-bono contribution. In return for this pro-bono contribution, the College will:

- Name the Grant Evaluator in the grant application;
- Include a description of the Grant Evaluator's credentials and expertise in the grant application;
- Incorporate the evaluation section into the grant application; and
- Include the Grant Evaluator in the grant budget as either a consultant, sub-contractor, or sub-awardee.

Note: The candidate should be aware that there is a risk to the evaluator because not all grant applications will be awarded and the College may or may not be funded. The Grant Evaluator will be selected based up on best fit for the type of grant proposals, capabilities, and experience of the candidate, capacity, and cost.

The Grant Evaluator will review the NSF-24-584 Advanced Technological Education (ATE) grant application and final 1-page summary of the project, write the evaluation design in accordance with the application guidelines, and implement an evaluation plan for the objectives and associated activities that will be completed over the three-year grant period.

The Grant Evaluator will ensure that there is alignment between project objectives, activities, and process/outcome measures; development of assessment measures if they are not in place; on-going project planning with the PSC team to monitor progress of the grant; provide instruction on data collection, management, and entry; and assist in reporting, including interim reporting (such as with process measures) and annual reports.

Drafts of all deliverables are to be delivered to Pensacola State College for review and comment prior to the application due date (Oct 3, 2024). All deliverables will then be incorporated into the College's application and submitted to the National Science Foundation for review and comment. Throughout the project, assigned PSC staff and faculty will maintain regular communication with the Grant Evaluator, who will be required to submit quarterly reports on evaluation activities. Further, the evaluation design should specify the frequency of regular meetings (onsite and virtual) to provide guidance and feedback to the PSC team.

Initial Assessment: Review of current project plans, goals, and alignment with NSF ATE grant criteria.

Proposal Development: Assist in the development of the grant evaluation plan, in compliance with NSF guidelines, for inclusion in the application package.

4. Key Deliverables

- Evaluation Plan
 - Draft and final Evaluation Plan
 - data collection protocols
 - evaluation data and analysis files resulting from evaluation
 - draft and final evaluation reports
 - regular reporting as agreed upon by both parties (formative and summative)

5. Proposals

INSTRUCTIONS FOR PREPARING PROPOSALS

1. **RESPONSE REQUIREMENTS:** To ensure that all Proposals are fairly evaluated, scored, and ranked, it is very important that the Proposals are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your Proposal.
 - A. To be considered, one (1) original and four (4) copies as well as one (1) digital on either a CD-ROM or USB flash media in PDF format of each Proposal must be received at the College's Director of Purchasing, Attn: Clark Puckett, 1000 College Blvd., Pensacola, FL 32504 no later than the date and time defined within the RFP Schedule, listed under General Information. Proposals should be mechanically bound.
 - B. Do not alter the RFP in any way. Do not take it apart to use it in sections of your proposal. The entire RFP will become part of the final contract between the College and the Firm.
 - C. The complete Proposal responding to the RFP must include a completed signature page.
 - D. The Proposal shall be signed by a person or persons legally authorized to bind the respondent to a contract. A Proposal submitted by an agent shall have a current Power-of-Attorney attached certifying the agent's authority to bind the Firm.
2. **PROPOSAL FORMAT:**
 - A. For ease of evaluation:
 1. The proposal should be submitted on 8 ½ x 11 paper
 2. Portrait Orientation
 3. With headings and sections numbered
 4. The sections should be separated by using divider tabs for easier reference
 5. Ensure all information is typewritten
 - B. The proposal should be divided by tabs into sections with references to parts of the RFP done on a section-by-section basis.
3. **PROPOSAL SUBMITTAL:**
 - A. **Basic Submittal Information:**

1. **Letter of Intent:** This letter will summarize in a brief concise manner, the firm understands the Scope of Work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed one (1) page in length.
2. **Signature Page**
3. **Qualifications Certification Form (with Addenda Acknowledgement)**
4. **W9 Form**
5. **Corporate Information:** If firm is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying firm's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the state of Florida.
6. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a financial interest. Explain in detail the principal's interest in this company.
7. **History of Firm:** Indicate in chronological order the firm's history.
8. **Bankruptcy:** Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
9. **Drug Free Workplace (DFW):** If applicable provide a statement concerning the firm's status as a drug free workplace. Whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
10. **Properly signed Public Entities Crime Statement**
11. **Properly signed Affidavit Regarding the Use of Coercion for Labor and Services**

6. Qualifications and Experience

Required Qualifications:

The proposal must describe the candidate's qualifications to provide the requested products and/or services. A professional resume/vita may be submitted, but must include the following

- a. Grant Evaluator Profile form and supplemental information to address additional questions and statements
- b. Candidate's experience, competencies, and overall capabilities
- c. Candidate's experience with approach and description of methodology used
- d. Candidate's education, certifications, and/or licensures
- e. References: The candidate must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity. Each of the references must include the following information:
 - i. Entity Name
 - ii. Industry Type
 - iii. Address, City, State
 - iv. Contact Name, Title, Phone Number, and Email address
 - v. Year(s) service(s) provided
 - vi. Scope of the project

7. Cost Proposal

The Cost Proposal is required to be included with the original proposal.

- a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b. Provide detailed explanations of any assumptions that the candidate made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
- c. Identify when the candidate proposes to bill the College (e.g. progress payments, milestone, weekly, monthly, etc.).
- d. Indicate if any items are optional and specify them in a separate section(s).
- e. The College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the College for any reason.
- f. The cost proposal is intended to be an accurate projection of the expected expenses for serving as the evaluator and should be based on the projected scope of work.
- g. Only post-award activities should be included in the budget as activities prior to grant proposal submission are undertaken on a pro-bono basis. The evaluation component of the overall budget must be appropriate to the evaluation activities projected and in line with DOE standards and past precedents.

8. Proposal Evaluation Criteria

Evaluation Process: Outline of the evaluation process and criteria, including:

Understanding of the Project and Scope of Work (30 points)

Quality and Feasibility of the Proposed Approach (40 points)

Experience and Qualifications of the Consultant (10 points)

Cost Effectiveness (10 points)

References and Past Performance (10 points)

GENERAL CONDITIONS

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

Respondents: To ensure acceptance of the proposal, follow these instructions.

SEALED PROPOSALS : The number of the proposal and the date of opening shall be shown on the envelope containing each proposal. Respondents are requested to show their name and address on the envelope. All proposals are subject to the conditions specified herein and on the attached proposal documents.

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

1. **EXECUTION OF QUALIFICATIONS:** Proposals must contain an original manual signature of an authorized representative. **Failure to properly sign the proposal may invalidate same, and it may not be considered for award.** All proposals must be typewritten. No erasures are permitted. If a correction is necessary, draw a single

line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. **Altered proposals will not be considered.** Clarification of proposals submitted shall be in letter form, signed by respondents and attached to the proposal.

2. **NUMBER OF COPIES:** Respondents shall submit one (1) original and four (4) copies as well as one (1) digital copy on either a CD-ROM or USB flash media in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/container marked as stated in the Proposal Submission clause. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the selection committee.
3. **QUALIFICATIONS PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP. Regardless of the outcome of this RFP, all proposals submitted in response to this RFP and visits to Pensacola State College are at the sole expense of the Respondent.
4. **QUALIFICATIONS SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/container must be identified as follows:
 - Respondent's name
 - Return address
 - RFP number and title
 - Due date and time
5. **DUE DATE AND TIME:** **The date and time will be carefully observed. Proposals 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 proposal.

Receipt of the proposal in the Purchasing Department after the date and time specified, due to failure by the respondent to provide the above information on the outside of the envelope/container shall result in the rejection of the respondent's proposal.

The respondent may submit the proposal in person or by mail/courier service. The College cautions respondents to ensure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals.

6. **REGISTRATION:** Respondents who obtain RFP documents from other sources must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to respondents who receive RFP documents from other sources.

Failure to register as a prospective respondent may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgment for the most current and/or final addendum.

7. **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 respondents of all changes in scheduled due dates by written addendum.
8. **REVISIONS AND AMENDMENTS:** The College reserves the right to revise and amend the specifications and/or drawings, or both, prior to the date set for the opening of RFP. Such revisions and amendments, if any, will be announced by an addendum to the RFP. If the revisions and amendments are of a nature that require material changes in quantities (if applicable) or prices (if applicable), the date set for the opening of the RFP 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 RFP. In such cases, the addendum will include an announcement of the new RFP opening date. The firms shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
9. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All

firms must disclose with their proposal 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.

10. **DISQUALIFICATION:** Any or all proposals will be rejected if there is reason to believe that collusion exists between firms. Proposals in which the prices obviously are unbalanced may be subject to rejection.
11. **PROPOSAL WITHDRAWAL:** Firms may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Firms may also withdraw their proposals 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 proposal. Withdrawn Statements of Qualifications may be resubmitted up to the time designated for the receipt of Statements of Qualifications provided that they are then fully in conformance with the requirements of the RFP. Once opened, all proposals become the property of the College and will not be returned to the firms.
12. **POSTING OF RESULTS:** Proposal tabulations with recommended awards will be posted on the college website under the listing for this RFP, and for review by interested parties in the Office of Purchasing on or about September 2024, and 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. Respondents will receive a copy of the proposal tabulations with recommended awards electronically via email per Florida Statute 120.57(3).
13. **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.
14. **CONTRACTUAL AGREEMENT:** This Request for Proposals in its entirety shall be included and incorporated in the final contract awarded as a result of this Request for Proposals. The order for contract precedence will be the contract, proposal document, and response. Any and all legal actions associated with this Request for Proposals 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 RFP, the contract shall prevail. There is no obligation on the part of the College to enter into any contract as a result of this RFP. The College reserves the right to enter into one contract with a single respondent for all services or award multiple contracts to multiple respondents, whichever is in the best interest of the College and based on the criteria listed in this RFP, pursuant to 119.071 (2), Florida Statutes.
15. **PUBLIC RECORDS:** Upon award or thirty (30) days after opening, whichever is earlier, proposals become "public records" and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Respondents are hereby notified that any part of the Statements of Qualifications, 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).
16. **INQUIRIES/INTERPRETATIONS:** All firms shall carefully examine the RFP documents. Firms are expected to examine, as applicable, the terms and conditions, specifications, Scope of Work, delivery schedule, proposal 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 RFP schedule. Any interpretation or changes to the RFP will be made in the form of a written addendum to the RFP and will be furnished to all firms.

Such inquiries regarding this RFP must be submitted in writing (via email or hand delivery) to the College's Director of Purchasing and Auxiliary Services. The College will provide written answers (via email and/or posting to the College website listing for the RFP) to the questions in the form of a written addendum to all firms who have received the RFP. The College will not be responsible for any instructions made by any employee(s) of the

College in regard to this RFP outside of a written addendum.

17. **QUALIFIER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal.
18. **SUB-CONTRACTING:** Where a firm does not have the capability or the time to complete the work required under this proposal "in-house", sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor(s) contemplated for use will be included as part of the proposal. This process is needed so that the college can be assured and in agreement that the sub-contractor(s) can complete the work to the desired quality and in a timely manner.
19. **PUBLIC OPENING/EVALUATION:** Proposals shall be publicly opened on the date and time specified herein unless changed by Addendum. A Proposal may not be altered after the opening of the Proposals. A late modification of the proposal from the otherwise successful Firm offering more favorable terms to the College will be accepted. Upon receipt of proposals, a selection committee will select qualified candidates based on the criteria contained herein.
20. **ACCURACY OF QUALIFICATION INFORMATION:** Any firm that submits in its proposal to the College any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified from consideration.
21. **ADVERTISING:** In submitting a proposal, the firm agrees not to use the results therefrom as a part of any commercial advertising unless permission in writing is granted by the College.
22. **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 RFP 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.
23. **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 proposal 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 the 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 proposal.
24. **DRUG-FREE WORKPLACE:** Whenever two or more proposals that are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug-Free Workplace form, certifying that it is a drug-free workplace, shall be given preference.
25. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, 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 invitation at any time and for any reason upon giving thirty (30) days' written notice to the other party.
26. **TERMINATION:**

The Respondent 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 as a 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 RFP and is terminated or canceled 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 RFQ, whichever is determined to be in the best interest of the College.

27. **SEVERABILITY:** If any provision of a contract resulting from this RFP 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.
28. **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 proposal 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 proposals 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 proposal, the vendor attests they have not been placed on the convicted vendor list.
29. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, 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 proposal 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.
30. **JOINT VENTURES:** Proposals 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 RFQ.
31. **DISPUTES AND PROTESTS:** In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties. 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.
32. **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 RFP. 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.
33. **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: Lynsey Listau, Executive Director of Institutional Equity and Student Conduct, at (850) 484-2128, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504.
34. **SMALL BUSINESS PARTICIPATION:** The College strongly encourages small, minority, and/or women-owned Firms or joint venture Firms to submit proposals. 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.

35. **DEFAULT:** In the event of default on a contract, the successful firm shall pay to the Board, as liquidated damages, an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00, whichever amount is larger. Further, the successful firm shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
36. **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, and/or to: accountspayable@pensacolastate.edu.
 - All invoices shall consist of an original and (1) copy, clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include the 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.
37. **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.
38. **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.
39. **AFFIRMATION:** By submission of a proposal, the firm affirms that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The firm agrees to abide by all conditions of this RFP and the resulting contract.
40. **RENEWAL:** Renewal Option, X YES ___ NO: If yes, the terms in this RFP will automatically renew for one (1) year increments for up to an additional three years unless terminated, with 30 days written notice, by either party.

41. **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, patents, or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

42. **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.

43. **PROHIBITION AGAINST CONTINGENT FEES:** By submitting the Firm's Statement of Qualifications, 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.

44. **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 Statement of Qualifications 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.

45. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence.

46. **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 entities portion of the SAM.gov website. 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 as an excluded entity on SAM.gov. The College shall review the SAM.gov website before conducting a pre-award survey or soliciting proposals, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.

47. **LOBBYING:** Firm or Contractor is prohibited from using funds provided under this RFP 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.
48. **RECORDS OF RETENTION:** Contractors shall make available records, which include 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.
49. **SELECTION PROCESS:** The successful Firm will be selected based on the evaluation criteria described in the applicable sections of this Request for Proposals.
50. **ASSIGNMENT:** Neither this Request for Proposals nor any duties or obligations assumed under any agreement or contract(s) resulting from this Request for Proposals shall be assigned by the Firm without the prior written consent of the College.
51. **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.
52. **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. The firm is, and shall remain, an independent contractor with respect to all services performed.
53. **QUALIFICATIONS MODIFICATION:** A Firm may change the Statement of Qualifications 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 Statement of Qualifications, which are addressed in the same manner as the Statement of Qualifications, and are received by the College's Director of Purchasing, Attn: Clark Puckett before the scheduled opening time will be accepted. The Statements of Qualifications, 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.
54. **AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010:** If special accommodations are required in order to attend the Pre-proposal meeting and/or the Statement opening, contact the Purchasing Office at (850) 484-1779.
55. **PROPOSED MATERIALS:** The material submitted in response to the Request for Proposals 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.
56. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
57. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this RFP.
58. **ERRORS AND OMISSIONS:** The Firm is expected to comply with the true intent of this RFP 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 Statement of Qualifications and for satisfying the requirements set forth in the RFP.
59. **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 RFP.

60. **PROPOSAL REJECTION:** The College shall have the right to reject any or all Statements of Qualifications and, in particular, to reject a Statements of Qualifications not accompanied by data required by the RFP or a Statements of Qualifications in any way incomplete or irregular. Conditional Statements of Qualifications will not be accepted.
61. **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 Proposals in this RFP, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.
62. **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 the venue shall lie in Escambia County, Florida.
63. **PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:** All firms submitting a response to this RFP agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, unless an exemption is submitted with the proposal. The exemption should be submitted on a separate form with the Statement of Qualifications and labeled Exemption to Purchasing Agreements with other Public Agencies.

Each public agency desiring to accept these proposals and make an award thereof shall do so independently of any other public agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP.

RFP SCHEDULE

TIME	DAY/DATE	DESCRIPTION
	Advertise RFP	August 12, 2024
2:00 PM	August 22, 2024	Questions regarding RFP due
2:00 PM	September 10, 2024	RFP due
10:00 AM	September 12, 2024	Meeting to review, rank, and Shortlist Proposals
11:00 AM	TBD*	Interview Shortlist and Final Ranking*
5:00 PM	September 17, 2024	Final ranking approved by Board of Trustees and approval to negotiate and execute a contract.

*If deemed necessary by the College.

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

9. Contact Information

Name: Clark Puckett

Title: Director of Purchasing

Email: purchasing@pensacolastate.edu

Phone Number: 850-484-1779

Submission Address: 1000 College Blvd., Pensacola, FL 32504; attn: Purchasing

Physical Address: Bldg. 7, 1000 College Blvd., Pensacola, FL 32504

Email Address: purchasing@pensacolastate.edu

Proposal Submission Organizational Sequence

1. Cover Letter

2. Executive Summary

3. Description of Approach and Methodology

4. Budget and Cost Breakdown

5. Resumes and Qualifications of Key Personnel

6. Examples of Previous Work and References

7. Additional Information

Proposal Evaluation Criteria Form

1. Understanding of the Project and Scope of Work – 30 points
2. Quality and Feasibility of the Proposed Approach – 40 points
3. Experience and Qualifications of the Consultant – 10 points
4. Cost-Effectiveness – 10 points
5. References and Past Performance – 10 points

Total Score: 100 points

SIGNATURE PAGE

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

IDENTIFICATION Company Name			Type of Service
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)	Social Security Number (SSN)		
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 <input type="checkbox"/>			
If minority owned, check applicable boxes <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American			
<input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian Indian American (includes India, Pakistan, and Bangladesh)			
<input type="checkbox"/> 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 appropriate box (check one only).			
<input type="checkbox"/> Foreign Owned Business <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Women Owned Business <input type="checkbox"/> Small Business <input type="checkbox"/> Government Entity			
<u>Name (Print):</u>			
<u>Signature:</u>			

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

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 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.

Firm's Signature

Date

QUALIFICATIONS CERTIFICATION

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

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____ Legal Name of Firm _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____ Date _____

NOTE: Please return to Pensacola State College with your proposal.

DISPUTES DISCLOSURE FORM

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions please provide a full explanation below the question.

1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

2. Has your firm or any member of your firm been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved?

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

_____	_____
Company Name	Date
_____	_____

Authorized Signature

Title

SUB-CONTRACTORS AND CONSULTANTS (Use additional forms as necessary)

Sub-Contract Area (Item/Specialty Contracted): _____

Company Name of Sub Contractor/Consultant: _____

Address: _____

City: _____ State: _____ Zip: _____ Contact

Person: _____ Email Address: _____

Contact Phone Number: _____ Fax Number: _____

Incorporation Date: _____ Corp. Charter No.: _____

Please indicate why their services will be required or their role in the project:

Sub-Contract Area (Item/Specialty Contracted): _____

Company Name of Sub Contractor/Consultant: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Email Address: _____

Contact Phone Number: _____ Fax Number: _____

Incorporation Date: _____ Corp Charter No: _____

Please indicate why their services will be required or their role in the project: _____

Firm's Signature

Date

PUBLIC ENTITY CRIMES

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).

- 1. 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.

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____ Date: _____

