

Invitation to Bid
Athletic Field Maintenance
7-2015/2016



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

Due: September 22, 2015 @ 2:00 PM, Local Time

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

SEALED BID # ITB 7-2015/2016

Cassie Boatwright, Director of Purchasing and Auxiliary Services
1000 College Blvd.
Pensacola, FL 32504

Indicate the bid number on the outside of your sealed bid envelope to assist in identifying your bid.

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

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

1.0 OVERVIEW

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

1.01 COMMUNICATION/

In order to maintain a fair and impartial competitive process, Pensacola State College shall avoid any oral communication with prospective bidders other than through the purchasing office during the bid process. However, all solicited bidders will be provided a copy of all written questions submitted and Pensacola State College's responses to them, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to purchasing@pensacolastate.edu. All written questions and inquiries are due no later than 10:00 AM, local time, September 3, 2015.

1.02 ADDENDA

Any addenda issued prior to the opening of the ITB for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to proposers at the office of the Pensacola State College Director of Purchasing and Auxiliary Services, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The Pensacola State College Director of Purchasing and Auxiliary Services emails addenda to all known prospective bidders, but no guarantee can be made that addenda will be received.

1.03 LAWS

The bidder is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant award shall include requirements that the resultant contract shall be governed by the laws of the State of Florida. Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes.

1.04 AWARD

As deemed in the College's best interest, the College reserves the right to:

1. Reject any or all bids submitted.
2. To resolicit bids or not.
3. To award any portion(s) of this ITB.
4. To waive informalities.
5. To issue to all responsive bidders request for information (RFI's).
6. To issue requests to negotiate with finalist and solicit best and final offers.
7. To evaluate to determine technical equivalents.
8. To award this ITB on a Lot by Lot basis to the responsive low bidder meeting specifications.
9. To award on an outright purchase or lease basis.

1.05 QUALIFICATIONS

Bidders shall furnish documentation of the following:

- a. He or She presently maintains a permanent bona fide place of business practicing this type of work and has had the appropriate experience.
- b. He or She has available, or can obtain, adequate equipment and financial resources to undertake and execute the Contract properly and expeditiously, in accordance with present day practices.
- c. All subcontractors shall be fully licensed in the State of Florida and shall be bondable. Submit copies of current license and documentation from bonding company showing compliance.

1.06 LICENSE

In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing services shall be licensed in the State of Florida for that activity.

The successful low bidder shall be required to submit a list of all contractors to be involved in said project with applicable license numbers (see form included in these documents), including a photographic copy of current license certificates. Submittal of proof of license shall be made with, and as a part of signed contract.

1.07 MODIFICATION OF BID

Bid modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received and if received prior to the opening of the Bids. Modifications may be in written or telegraphic form. Modifications will be acknowledged by the Owner before opening of formal Bids.

1.08 WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

1.09 TABULATIONS

Bid tabulations with recommended awards will be posted on the purchasing web page <http://www.pensacolastate.edu/business-psc/> Unless changed by addendum, and will remain posted for a period of 72 hours (not including Saturdays, Sundays and legal holidays). Any notice of protest of award or recommendation of award shall be filed in writing to the Director of Purchasing, within 72 hours after the posting of the ITB/RFP/RFQ bid tabulation. "Failure to file a protest within the time prescribed in section 120.57 (3), Florida statutes shall constitute a waiver of proceedings under chapter 120, Florida Statutes." A formal written protest must be filed within 10 days after the date the notice of protest was filed. The formal written protest shall state with particularity the facts and law upon which the protest is based upon. Failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under chapter 120.57(3) Florida Statutes. Inspection or examination of sealed bids or proposals are available for inspection during normal working hours by appointment, upon notice of a decision or intended decision, or 10 days after invitation to bid or proposal public opening, whichever is earlier.

GENERAL SPECIFICATIONS

2.00 SCOPE OF WORK

Awarded vendor shall provide all labor, materials, and equipment required to perform the following:

Activity	Frequency
Mowing	Everyday, as needed
Trimming	As needed
Top Dressing	2 – 3 per year
Clay Infields	As needed
Striping and Lining for games	As needed
Irrigation Systems	Deep watering, 3 x's per week
Evaluation	Fall, Winter, Spring
Aeriation	2 – 3 per year
Verticutting	At least once per year
Overseeding	At least once per year

2.1 MOWING

Maintenance Logs

A written log book shall be maintained for each field. This log shall be a bound log book with pages that cannot be easily removed without tearing. All entries shall begin with the date. Entries shall be made sequentially in a log type fashion. A copy of this log shall be made each Friday afternoon for the preceding week. This copy shall be submitted to the College the following Monday. Entries shall be made as follows.

1. Weekly condition of the field.
2. Adjustments to irrigation system.
3. All maintenance activities including mowing.
4. Any treatments applied to the field including the amount and rate of the application.

Bermuda grass fields shall be maintained between 1" and 2" in length during the school year. Exact height shall be as coordinated with the Athletic Director or coach that is the primary user of that field.

Mowing intervals shall be determined such that no more than 33% of the grass length is cut during mowing.

Off season mowing can be reduced to a minimum of three times per week to allow other field maintenance work. Grass level shall be reduced gradually to playing height prior to the playing season following the 33% rule above.

Pick up all trash, sticks, and rocks prior to cutting.

Review and recommend maintained mowing height based on, the season, and anticipated rain conditions. Maintain longer grass in drought situations if directed to do so in writing by the Maintenance Department management.

2.2 TRIMMING AND EDGING

Trim areas that mowers cannot go with weed eaters or push mowers.

All playing field grass will be edged as needed.

Weed control shall be maintained and constantly improved. Weeds shall be treated in the pre-emergent state and in the emerged state.

If the fertilizer option is selected the fertilizer program shall include pre-emergent weed treatment.

Weed treatment shall include spot treatment and full field treatment.

Provide a fertilizer program including material and labor associated with applying fertilizer to the field.

Athletic fields shall be aerovated or verticut at least once per year during the off season. Allow at least four weeks recovery prior to the next athletic event.

2.3 TOP DRESSING

Each summer the field shall be evaluated by the contractor for top dressing. If deemed necessary by the College this contractor shall purchase and spread top dressing to all fields.

Wear areas and holes shall be kept filled with a sand/soil mixture to allow safe play and promote turf growth. During the summer wear areas shall be patched with turf from outside the play area.

2.4 CLAY INFIELDS

Clay areas shall be maintained in a playable condition during the actual season including preseason training and post season play.

All clay work shall be evaluated two months prior to the baseball or softball season beginning. Trimming of the infield, addition of clay, resetting bases, and reworking the pitcher's mound shall be done at this time.

Clay areas shall be maintained free of weeds, rocks, and sticks.

During baseball and softball seasons, clay areas shall be drug each day prior to use. This includes preseason practices.

Field shall be leveled and graded once a year.

Infield areas shall be re-trimmed annually to remove the lip that forms around the infield. No more than a 2" rise is acceptable.

Awarded vendor shall purchase, place, and spread the clay.

2.5 STRIPING AND LINING FOR GAMES

Field striping will be required for all games. Game striping should be done the day of the game. All chalk lines shall be done fresh for each game for games starting M-F 8 am through 4 pm.

Lining configurations shall be coordinated with the coaching staff for that sport and must be acceptable to the game officials. Additional markings required by the officials will be done. Decorative markings on the field shall be done by volunteers or booster clubs and are not part of this contract.

Game striping after hours, Saturdays, Sundays, and during school breaks or holidays shall be done by college staff. Equipment and templates for lining shall be left secured but available to the college staff.

2.6 GROUNDS MAINTENANCE SUPPLIES

All materials needed to perform the work described in this specification are to be provided by this contractor unless specifically identified to be provided by the College.

The contractor is to provide all manual hand tools needed to perform all work described in this specification. This contractor shall replace these as needed during the time of the contract. These tools include but are not limited to: Shovels, rakes, hoes, posthole diggers, Johnson bars, crow bars, picks, spades, screwdrivers, wrenches, sockets, socket drivers, pliers, channel locks, and hand held power tools.

The contractor shall supply and enforce the use of all personal protection equipment for their staff.

If pricing is equal the College has a preference for Green Certified products.

All products must be approved for use by local, state, and federal guidelines.

All products are to be used in strict accordance with the manufacturers written instructions for that product. Records of application must be logged for each application.

Products that are not safe, per the manufacturer's instructions once applied and dried shall not be used.

Herbicides and pesticides must be approved for the application and should be the least toxic product available for the job. MSDS sheets must be maintained.

2.7 IRRIGATION SYSTEM

The College has existing irrigation systems for all Bermuda grass athletic fields. This contractor will become the primary operator of these systems. They will be responsible for operation, maintenance, and repair of these systems.

The College operates the irrigation systems 4 times per week for 45 minutes per zone. Irrigation levels are based on season, use, field condition, mandatory water restrictions and budget funds availability.

This contractor is expected to work as a partner to minimize water use while providing the specified level of field care.

A written log shall be kept on each athletic field. Effectiveness of irrigation shall be checked and logged weekly. Adjustments shall be made as noted.

Sprinkler heads shall be tested once per quarter. Heads that have low flow, level, or elevation problems shall be noted. Head issues shall be addressed within 2 weeks of being noted. Zone leaks and pumping issues shall be noted at this time as well. These problems shall be corrected within 1 week of being noted.

2.8 EVALUATION

Evaluations will be performed Fall, Winter, and Spring. The contractor shall send a management level representative to the evaluation. The decision of the Physical Plant Director or designee is final. The evaluation process will utilize spot checking to verify the landscaping activities listed in this specification. For fields beginning with more than 50% Bermuda grass this evaluation will include comparison of turf growth. For fields with less than 50% Bermuda grass baseline the comparison will be primarily on lack of holes and wear areas. Each site will receive an "A" through "F" letter grade on the conditions found. Our goal is to have all score B's or better.

A – Excellent, no bare wear holes. Bermuda grass has increased by more than 10% over previous reading. All athletic events addressed.

B – Acceptable, minimal bare wear holes. Bermuda grass has increased by more than 5% over previous reading. All wear areas are filled. All athletic events addressed.

C- Needs Improvement, Field turf is not growing strong. Bare areas and wear holes prevalent. Bermuda grass may have decreased by up to 3% over previous reading. All athletic events were addressed. Turf health is in slow decline. If a contractor has 2 or more C's or lower in one year the College will not renew the contract for the following year

D – Unacceptable. Weeds prevalent throughout the field. Bermuda grass has decreased by more than 5% over the previous reading. Wear areas unfilled in more than 10% of the field. Turf in moderate decline. Missed one athletic event. Improvement not noted or improvement needed in many areas. The contractor will be given 4 weeks to correct. If improvement to a C or better is not noted during that time procedures to cancel the contract will begin.

F – Gross lack of care or missing multiple athletic events. Immediate change required to prevent cancelation of the contract agreement. This includes failure to show up to do the agreed work. The contractor will be given 2 weeks to correct. If improvement to a C or better is not noted during that time procedures to cancel the contract will begin.

If a total of three (3) out of five (5) exterior surfaces are found to be unacceptable, the exterior surfaces will be deemed “unacceptable.”

2.9 QUALIFICATIONS AND CONDUCT OF EMPLOYEES

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor’s responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

The Contractor will:

1. Require all employees to report for duty in PSC approved uniforms with logo and approved photo ID badges while on campus.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal.
3. Prohibit employees from using the telephones, computers, or office equipment provided for College use.
4. Require employees to comply with instructions pertaining to conduct and regulations.
5. Ensure employees do not have access to buildings or PSC property unless on official duty.
6. Conduct a national criminal background check on all prospective employees before hire for the PSC premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor’s employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for PSC. All provision of Chapter 435 F.S. must be followed.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in grounds and athletic field supervision, sufficient in scope to meet the approval of PSC’s representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all personnel.

2.10 COMPLAINTS

College complaint records will be maintained by the College representative(s). For each college complaint, the College representative shall document the incident and report it immediately to the Contractor. The College representative will then investigate the complaint, accompanied by the Contractor’s representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a “valid complaint.” For every

one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from college complaints.

The Contractor shall provide a quality assurance review report and meet with the campus representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

The Contractor and any Subcontractors must supply all equipment that is needed to provide full scope of services as stated in this RFP. The College has the equipment which may be used by the contractor. The College is not responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required. Contractor will notify PSC of any non-repairable equipment and the College will follow the appropriate College Procedure for disposal. PSC will furnish storage space throughout the campuses for contractor's materials and equipment. It is the contractor's responsibility to maintain these areas in a neat and orderly manner. This equipment will be identified during the pre-bid meeting.

The Contractor will take all steps necessary to protect the public and nearby property from damage during lawn care and maintenance activities. Any damages to the College's property as a result of the vendor must be remedied by the awarded vendor.

2.11 COST INCREASES

Any annual cost increase request must be submitted to the Director or Purchasing and Auxiliary Services by April 1st for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

2.12 CANCELLATION

The College reserves the right to cancel any agreement, resultant of this bid, upon thirty (30) days written notice.

2.13 TERM

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

2.14 REFERENCES

Submit with bid minimum of three (3) references for which your firm has provided similar services.

2.15 INSURANCE

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

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

- (a) Valid workmen's compensation insurance as required by Chapter 440, Florida Statutes;
- (b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$100,000.00 per claimant, and \$200,000.00 per incident or occurrence. The District Board of Trustees, Pensacola Junior College, Florida shall be named as an additional insured on the contractor's policy.
- (c) Automotive liability insurance against bodily injury and property damage, in at least the amounts of \$100,000.00 per claimant, and \$200,000.00 per occurrence.
- (d) Certificates evidencing that all of the previously listed insurance is in force shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list The District Board of Trustees, Pensacola Junior College, Florida, as additional insured.

BID FORM

Criteria	Rate
Perform services as specified	\$ _____ /Year

Corporate Name		DBA Name (if applicable)	
Purchasing Address	Street/PO Box		City
	State		Zip
	Email Address		
Remit to Address	Street/PO Box		City
	State		Zip
	Email Address		
Contact Person	Name		Phone #
	Email Address		
Address of Parent Company (if applicable)	Street/PO Box		City
	State		Zip

Check applicable boxes for ownership of company

- Black American
 Hispanic American
 Asian Pacific American
 Asian Indian American
 Native American
 Woman-Owned
 Disabled Veteran

Attach current MBE/WBE Certifications

_____ Authorized Agent Name	_____ Signature	_____ Date
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Firms certify by their signature they have read and understand the conditions and specifications of this Invitation to Bid and they have the authority, capacity, and capability to perform all conditions and specifications of this Invitation to Bid.

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

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

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

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

BIDDING FIRM OR ENTITY NAME: _____

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: _____

DATE: _____

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE

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

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

Signature of Company's Authorized Representative

State of _____ County of _____ City of _____

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

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

Signed: _____
Notary Public

(SEAL)

My commission Expires:

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

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

PUBLIC ENTITY CRIMES STATEMENT

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

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

This sworn statement is submitted to:

_____ (print name of the public entity)

By _____ (Print name of entity submitting sworn statement)

Whose business address is _____

And (if applicable) its Federal Employer Identification No. (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement **(indicate which statement applies).**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT

IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE

Sworn to and subscribed before me this _____ day of _____ 20_____

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____. My commission expires _____ (Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Firm, supplier, Sub-Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Firm list.

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GENERAL CONDITIONS FOR FORMAL SOLICITATIONS

INCLUDING ITBs, RFPs, RFQs, and ITNs

Any conflict with the below described general conditions and the specifications provided in the forgoing solicitation document, the solicitation document shall prevail.

<p>SEALED PROPOSALS: 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>DEFINITIONS: [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>EXECUTION OF PROPOSAL: 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>PROPOSAL OPENING: 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>EVALUATION OF PROPOSALS: 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>NO BID: If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID", and explain the reason.</p>
<p>AWARDS: 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>TAXES: 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>PRICES, TERMS and PAYMENT: 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>COSTS: 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>DISCOUNTS: 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>MISTAKES: 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>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p>CONDITION AND PACKAGING: 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>SAFETY STANDARDS: 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>UNDERWRITERS' LABORATORIES: 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>PAYMENT: 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>INTERPRETATIONS: 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>DELIVERY: 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>FREIGHT TERMS: All goods will be delivered F.O.B. Pensacola State College. No additional cost for delivery.</p>
<p>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: 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>CONFLICT OF INTEREST: 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>ADDITIONAL QUANTITIES: 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>PURCHASES BY OTHER ENTITIES: 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>SERVICE AND WARRANTY: 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>SAMPLES: 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>NONCONFORMANCE TO CONTRACT CONDITIONS: 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>INSPECTION, ACCEPTANCE AND TITLE: 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>GOVERNMENTAL RESTRICTIONS: 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>LEGAL REQUIREMENTS: 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>DISPUTES: 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>ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.</p>

<p>PROTEST: "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>PATENTS AND ROYALTIES: 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>ASSIGNMENT: 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>CONSORTIUM PURCHASE: 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>LIABILITY: 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>STATE LICENSING REQUIREMENT: 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>PUBLIC ENTITY CRIME INFORMATION STATEMENT: 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>RETENTION OF RECORDS: 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>PUBLIC RECORD LAW: 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>AUDIT RECORDS: 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>ANTI-DISCRIMINATION CLAUSE: 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>AMERICANS WITH DISABILITIES ACT: 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>DISCRIMINATORY VENDOR'S LIST: 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>UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS: 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>INSURANCE REQUIREMENTS</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"> 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$2,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. <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>PROPOSAL INQUIRIES</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>PROPOSED RULES FOR WITHDRAWAL</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>ADDENDA</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>VERBAL INSTRUCTIONS</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>REJECTION OF PROPOSALS</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>POSTING OF RECOMMENDED AWARD</p> <p>The recommended award may be reviewed on the Pensacola State College Purchasing Department web page.</p>	<p>PRE-DECISION DISCUSSIONS</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>INCLUSION OF SUPPORTING DOCUMENTS</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>AVAILABILITY OF FUNDS</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>
<p>PURCHASE ORDER TERMS</p> <p>All Pensacola State College Purchase Order Terms and Conditions are herein incorporated by reference. These terms and conditions are available at http://www.pensacolastate.edu/docs/vendors/TERMSandCONDITIONS-for-new-po.pdf</p>	