

Request for Proposals
Voice over Internet Protocol Unified Communications System
10-2015/2016



Due: October 6, 2015, @ 2:00 PM, Local Time

Deliver to:
Cassie Boatwright, Director of Purchasing and Auxiliary Services
Building 7, Room 737
1000 College Blvd.
Pensacola, FL 32504

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluations on the date and time listed within the timeline which are held 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.

Timeline

The following timeline is a general guideline for issuance, evaluation, ranking and recommendation for award of this Request for Proposals and the subsequent issuance of a contract for the required VoIP services. The College reserves the right to change the dates of any events listed.

<u>DATE</u>	<u>EVENT</u>
September 9, 2015	RFP issue date
September 21, 8:00am	Site Visits, if requested (must be requested by September 15, 2015)
September 23, 2:00pm	Deadline for questions and requests for clarifications
October 6, 2:00pm	Proposals due
October 14, 2:00pm	Shortlist, if necessary
October 29-30, 2015	Vendor Demonstrations, College-wide
November 5, 8:00am	Vendor Presentations to Evaluation Committee and final ranking
November 5, 2015	Posting of Recommendation of Award
November 12, 2015	Board Material Submission of Recommendation of Award
November 16, 2015	Board Meeting

The timeline above is a proposed schedule. The College may amend the dates as required. All dates and locations of evaluation committee meetings will be posted to Purchasing's website: <http://www.pensacolastate.edu/business-psc/>.

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SECTION I: OBJECTIVE, SCOPE, TERMS, PROCEDURES AND ORDINANCES

1.1 Objective of this RFP

The purpose of this RFP is to solicit proposals for a new Voice over Internet Protocol Unified Communications System which fully utilizes the enterprise data network for call control, system management, and to support individual IP phones, and related services.

Proposals should include proposer's recommended telephones, supporting equipment configurations, and the related unified communications infrastructure to allow for the integration of real-time communication services (i.e. instant messaging, presence information, telephony, video conferencing, data sharing, call control, and speech recognition. Other communication services should also include unified messaging such as integrated voicemail, email, SMS and fax.

1.2 Scope of Work

The college is requesting proposals from qualified firms that provide VoIP installation and services. Proposals should assume that the vendor will provide the labor to design, procure, install and provide training (both administrative and end-user) for the project. Proposal should include all services required to fully convert from our current environment, including the existing PBX system, with considerations for survivability at each of the 3 campus locations and integration with existing directory services and email system.

Vendors submitting proposals are required to respond to all College requirements as listed in the proposal specifications; however, such requirements are not intended to limit the scope or creativity of the Vendor's proposal. Vendors are encouraged to include equipment plans, services, and other benefits not included in the proposal specifications in their proposals.

1.3 Cone of Silence

From the date of issuance of this RFP, until a proposal is made, Respondent must not make available or discuss its proposal, or any part thereof, with any employee or agent of the College, unless permitted by the Director of Purchasing and Auxiliary services, in writing. Contacting the College's personnel or members of the College's District Board of Trustees, either directly or indirectly, regarding this RFP, the selection process or any attempt to further a proposer's interest in being selected, may result in proposer being disqualified and shall render the award to said proposer voidable by the College.

Questions concerning this RFP shall be directed to Cassie Boatwright at Purchasing@PensacolaState.edu and to no other person or department at the College. Questions and requests must be in writing and must be received not later than the date and time indicated in the timeline.

If you would like a site visit, please email Purchasing@PensacolaState.edu by September 15, 2015 at 2pm. With the request for a site visit, vendors must provide an agenda for the site visit including any areas you wish to view.

SECTION II – BACKGROUND INFORMATION

2.1 Institution Information

Pensacola State College, under the governance of a District Board of Trustees, is one of 28 public colleges in the Florida College System committed to affordable, open access to educational opportunities. The College offers baccalaureate and associate degrees, career oriented certificates, developmental education, adult education, GED preparation, and standard high school diplomas. In addition, the College provides specialized business and industry training, recreation and leisure courses, and community outreach and services. Pensacola State College is dedicated to maximizing educational opportunities, through a variety of delivery methods that develop the academic, career, personal, and aesthetic capabilities of individuals for the benefit of themselves and the global community.

As a political subdivision of the State of Florida, the College is exempt from all Federal Excise Taxes and State Sales Tax.

For more information on Pensacola State College, its students and educational environment, visit its website at www.pensacolastate.edu.

2.2 Current Environment

- Harris PBX with approximately 2200 DID extensions
- 7 locations within 50 mile radius
- 3 full size campuses, 3 smaller centers and 1 satellite location
- 4 PRI at main campus for local calls
- 1 PRI at main campus for long distance calls
- 1 each Tie T1 between PNS and Milton, PNS and Warrington campuses
- Microsoft Active Directory
- Partially deployed LYNC 2013 (approx. 300 phones)
- Exchange 2013
- 2 x Sonus VX1200B
- 1 x AudioCodes Mediant 1000
- 1G Cisco POE switches in most locations

2.3 Campus & Educational Center Locations:

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

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

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

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

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

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

Campus maps are available at <http://www.pensacolastate.edu/campus-info-maps/>

SECTION III: PROPOSAL INSTRUCTIONS

3.1 Form of Vendor Response

Please provide one (1) original signed proposal, seven (7) copies, and a complete digital copy .pdf file of the complete submitted proposal on a compact disk (CD) or flash drive in a sealed envelope. Proposer's response to RFP shall be submitted to the Purchasing Department as specified above. Digital copies are to be an exact and complete copy of the original proposal and include all signed documents, forms, certificates and licenses. Digital copies are to be submitted in PDF format contained as one single file. Indicate the RFP number on the outside of your sealed bid envelope to assist in identifying your bid.

Delivery of the proposals to the College's mailroom or to any location other than the Purchasing Department does not meet the requirements for delivery. It is the sole responsibility of the Proposer to assure the proposal is delivered according to the terms of this section. No copies of the response to this RFP shall be submitted to any other office or department at the College.

Proposals are to be delivered as specified above. Late submittals will not be accepted.

3.2 Rules, Regulations, and Requirements

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Escambia and Santa Rosa Counties, or city government applicable to submitting a response to this RFP and to providing the services described herein.

3.3 Change of Proposal

Should a Proposer desire to change their proposal, the Proposer must do so in writing. Any request for changes must be received prior to the date and hour of the proposal opening.

3.4 Withdrawal of Proposal

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and fifty (150) days after the date of the proposal opening, to provide the proposed services.

3.5 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the date and hour of the proposal due date and subsequent public opening.

SECTION IV: SUBMITTAL REQUIRED INFORMATION

4.0 Submission Format

Submittals shall be divided into 5 segments:

- Scope of Services
- Company Qualifications
- Project Team
- Total Economic Value
- Additional Submittal Required Information

4.1 SEGMENT 1: SCOPE OF SERVICES

Include the following:

Scope of Services

Describe your depth of understanding of the project

Clarify your firm's capacity to provide the services successfully

Include quality assurance procedures to be utilized

Provide a detailed plan of implementation of proposed services and products as indicated in the Scope of Services section including responsibilities and timeline of events

Describe any creative/innovative ideas specific to the College which are used in comparable higher education situations to enhance College communications not already presented in the proposal

Label: Description of Services

4.2 SEGMENT 2: COMPANY QUALIFICATIONS

Include the following:

Company Information

In order to evaluate the abilities of the Proposer to perform the services requested, information about each Company must be provided to determine the Company's ability to meet all of the criteria, which are to be considered in facilitating the award of the RFP. This section identifies specific information to assist the Evaluation Committee in providing their evaluation and ranking of proposers.

Company History

The proposer is to submit a condensed history or executive summary of the firm/business/organization.

This history should include:

- a. How long the company has been in business
- b. Number of employees
- c. Principal place of business and number of other facilities
- d. Other related business ventures
- e. Name and title of officers or individuals who will be responsible for this account. Indicate the person(s) who will be authorized to make representations for the proposer. Include their title, addresses and telephone numbers.
- f. List any pending litigation

Label: Company Information

Experience Providing VoIP Services

Provide a narrative describing the corporate/company history of the firm including previous experience in an Enterprise environment of comparable size. Include history, structure, management, number of years involved in implementing similar types of projects and any other applicable information.

List all similar clients which have implemented a similar program in the past 3 years. Include the year of implementation, procurement method, amount of contract, and success of the project. Please include the following information for each of the references being submitted:

- Client's Name
- Client's Address
- Client's Contact Person
- Client's Contact Phone Number
- Client's Contact e-mail
- Identify if client is presently being serviced or is a past client
- Contract Amount
- Summary of Services being provided

It is requested the contact person identified for each reference is willing and able to discuss the services being provided by your company. Contacts for submitted references should be accessible and College staff should be able to reach each of reference's point contact person to verify the services provided by the proposer. Label: Experience Providing VoIP Services

Litigation

Provide a summary of any litigation, claim, or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five years. Include a summary of the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.

Termination

If your firm has been terminated or had any contracts terminated with a company or installation during the last 24 months, includes with your submission the name, address, and contact individual, and telephone number of the company or installation. If no service termination history exists, provide a statement to that effect. For Joint Venture proposers, submit the requested information for each member of the joint venture.

4.3 SEGMENT 3: PROJECT TEAM

Include the following:

Staffing Plan

Operators must ensure employees hired by the company comply with all local and federal regulations regarding citizenship, work permits and legal status. Firms will also be responsible to complete and provide for college review level two background checks.

The Contractor must include details of its staffing plan to meet the requirements of the project. The proposal must contain the expected staff levels necessary to provide implementation and service. An organizational chart describing the organizational structure must be provided. The function and basic responsibilities of key management and supervisory positions should be outlined.

Label: Staffing Plan

Licenses & Certificates

The Contractor is to list and include copies of all licenses, certifications, memberships and affiliations appropriate to this project. These must include County Occupational License or any other license pertaining to this type of service.

Label: Licenses & Certificates

Service Office

List the location of the office from which the service is to be managed and professional staff employed.

Label: Service Office

4.4 SEGMENT 4: TOTAL ECONOMIC VALUE

Include the following:

Proposed Fee Schedule

Include the completed proposed fee schedule form.

Label: Proposed Fee Schedule

Additional Considerations (Optional)

In addition to the required information to be submitted, the Proposer may include any additional information which may be helpful to the College in analyzing the Proposer's ability to provide the desired service, as noted in this RFP. Responses to this RFP may include descriptions of additional considerations not otherwise outlined in the equipment, service, and cost information provided in the response.

4.5 SEGMENT 5: ADDITIONAL SUBMITTAL REQUIRED INFORMATION

Include the following:

Indemnification Agreement

The Contractor shall indemnify and hold harmless the College, its District Board of Trustees, its officers, employees, agents, and other representative, individually and collectively (collectively, the "College Indemnities") from and against any and all Liabilities incurred by any of the College Indemnities. For purposes hereof, Liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this RFP and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFP or the Contract executed in connection with this RFP; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this RFP. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFP. The Contractor must acknowledge acceptance of the entire insurance section and the Indemnification Agreement.

Label: Indemnification Agreement

Ownership Information

In order to eliminate any conflict of interest in making awards, the District Board of Trustees for Pensacola State College has requested all Proposers to provide the following information concerning company ownership.

- If sole proprietorship - Owner
- If partnership - Owners or Partners
- If corporation - President or Chief Executive Officer

Label: Ownership Information

Subcontractors or Joint Venture Information

The Proposer is to include information on any company(s) that will be used as subcontractors or are part of any proposed joint venture. This information should include the firm's name, ownership information, location and the responsibilities of each firm. If proposing a joint venture, the firm must include the joint venture agreement as part of its response. The use of sub-contractors requires the College's approval and all sub-contractors must meet state, local, county and city regulations, certifications and licensing. If the Proposer is not proposing to use any subcontractors or other firms to provide the requested service, the Proposer should indicate this Section is "not applicable".

Label: Subcontractor or Joint Venture Information

Acknowledgement of Compliance or Noncompliance

The Proposer must provide a summary of any RFP specifications, requirements, terms, conditions, and provisions the Proposer will not conform to. This summary should include a justification and an alternative to the Section(s) that are not acceptable. Please pay special attention to all the industry and College standards and work related specifications. If the Proposer feels any of this RFP's specifications are unreasonable, please bring any concerns to the College's attention as soon as is apparent or by the date established as the deadline for questions. If the Proposer's proposal is in compliance with all RFP specifications, requirements, terms, conditions, and provisions, the Proposer should acknowledge 100% compliance to this Section.

Label: Acknowledgement of Compliance or Noncompliance

Financial Statement Requirements – Dun and Bradstreet Report

Each proposer is requested to submit a copy of financial status report prepared by Dun & Bradstreet (D&B). The Report should provide detail as to the proposer's financial and operational capability. The College reserves the right, under this RFP procurement process, to request the submission of Financial Statements for the shortlisted proposers being considered.

Label: Financial Statements

SECTION V: RFP EVALUATION PROCESS

5.1 Step 1 – Establish Short List of Vendors

The College's Administration will select approximately seven (7) members for the Evaluation Committee to review and rank all proposals received under this RFP solicitation request. The Evaluation Committee will utilize the criteria as outlined to review, evaluate and rank all proposals received.

Upon completion of the initial evaluation and ranking process, the Committee may shortlist the proposers and may invite those shortlisted proposers to provide oral presentations to the Evaluation Committee. If oral presentations are scheduled and upon their completion, the Evaluation Committee may rank all proposers that provided the presentation(s) and recommend an additional (final) shortlist of proposers proceeding to interviews.

5.2 Step 2 – Shortlist Vendor Demonstrations

Shortlisted vendors will be invited to host demonstrations for employees of the College. This will be a College-wide event held on the Pensacola Campus. Additional information on the demonstrations including time requirements will be provided to the shortlisted vendors.

5.3 Step 3 – Interview with Short List Vendors

The final shortlist of proposers may be invited to the next stage, interviews. Interviews offer an opportunity for the invited proposer to discuss their proposals in greater detail with the College's evaluation team. The College reserves the right to negotiate prior to award with the highest ranked proposers for purpose of addressing the matters set forth, but not limited to the list below. Interviews will be in person. Topics for the interviews can include:

1. Resolving minor differences and editing errors
2. Clarifying necessary details and responsibilities
3. Emphasizing important issues and points
4. Receiving assurances from Vendors regarding key points
5. Obtaining the highest and best total value agreement

5.4 Step 4 – Final Ranking

The final recommendation of the RFP Evaluation Committee shall be based upon the initial written response, ranking based on Selection Criteria, and interviews. The College will rank proposers with a ranking of 1st, 2nd, 3rd, 4th, etc. The vendor having the best ranking will be the recommended awarded vendor. Such recommendation may be subject to approval by the College President and District Board of Trustees. The objective of this selection process is to identify Best Total Value Proposals that will best serve the College in providing the required services. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract.

5.5 Evaluation Committee Meetings, Interviews and Presentations

All Evaluation Committee meetings are scheduled are open to the public and in compliance with Florida Sunshine Law. The Evaluation Committee will review all responsive proposals, may shortlist and invite proposers for interviews and oral presentations and may request site inspections to locations being serviced by proposer. Upon completion of all RFP evaluation, interviews/oral presentation(s) and negotiations, the Evaluation Committee will provide their final ranking recommendation to the College President and the District Board of Trustees for ratification of the award. As per State of Florida 286.0113 - General exemptions from public meetings; Oral Presentations and Negotiations related to this RFP solicitation procurement selection are not open to the public.

5.5 Response to the RFP

It is recommended prospective proposers to this RFP submit as much information as necessary to fully and completely respond to all sections of this RFP. The College understands responding to this RFP solicitation includes providing requested forms and/or information to be evaluated. In the event proposer does not include all requested information in its submission, the College reserves the right, in its sole discretion, to request such information from proposer. The College will provide a period for such requested information to be submitted to the College's Purchasing Department. If

the requested information is not submitted by the date and time allotted by the College, then the proposer’s submittal may be deemed “Non-Responsive” and may receive no consideration under this RFP procurement process.

5.6 Selection Criteria

In evaluating the proposal responses to this RFP, the College will consider a number of factors. These factors will include, but may not be limited to, the criteria listed. Under each criterion there are subcategories that may be utilized in assisting an Evaluation Committee member in evaluating the criteria. This in no way limits the Evaluation Committee member’s ability to subjectively determine the ranking of the subcategory information that may be used to evaluate each criteria; it merely serves as a guide.

Criteria	Point Scale
Scope of Services	30
Company Qualifications	30
Project Team	20
Proposed Fee Schedule	20

5.8 Acceptance/Rejection of Proposals

The College may, at its sole and absolute discretion, reject any and all proposals; re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any minor irregularities in the RFP or in the proposals received as a result of this RFP. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to a recommendation for the award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the College. In no event will any successful challenger of these determinations or decisions be automatically entitled to a contract for the services described in the RFP. The submittal of a proposal will be considered by the College as constituting an offer by the Proposer to perform the required service at the stated fees included in their proposal.

5.9 Protest of Intended Decision

A notice of intended decision to recommend or reject proposals shall be posted in the Purchasing Department and College website at <http://www.pensacolastate.edu/business-psc/>. In the event an unsuccessful Proposer desires to protest the College's notice of intended decision to award or reject a proposal, Proposer shall be required to file a notice of protest with the Director of Purchasing, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed. Failure to file a protest that complies with Section 120.57(3), Florida Statutes, within the time prescribed herein shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

5.10 Public Records

Unless specifically exempted by law, all information supplied to the College is subject to disclosure by the College under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The College shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed as result of this RFP selection process, subject to the provisions of Chapter 119.07 of the Florida Statutes.

If a Proposer submits any documents or other information to the College which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 (“Public Records Law”), the Proposer shall clearly designate it is confidential information and reference the statutory law protecting this information from being disseminated as a result of a public records request. Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07, just labeling a document “confidential”, “trade secret” or “proprietary” is not sufficient justification for the College to withhold such documents in response to a public records request for such documents. Instead, the proposer must provide the specific basis on which it claims the College may withhold the documents from public disclosure according to Florida's statutory requirements.

SECTION VI: SPECIFICATIONS

6.0 Specifications

The specifications following are the suggested minimum system/solution requirements. In addition, the college requires the chosen solution will integrate seamlessly with existing MS Active Directory solution.

6.1. Voice Requirements

- 6.1.1. ACD/Call center functionality
- 6.1.2. Hunt Group functionality
- 6.1.3. IVR
- 6.1.4. Unified Communications functions
- 6.1.5. Mobility
- 6.1.6. Presence
- 6.1.7. Audio Conferencing
- 6.1.8. Collaboration
- 6.1.9. Hot Desking- Users in certain departments need to be able to use any station in the department and have full access to their own voice, voicemail and unified communications features
- 6.1.10. Attendant Console with night/day functionality (manual and automatic)
- 6.1.11. College-wide directory accessible by attendants for ease of transfer
- 6.1.12. Call forwarding always functionality
- 6.1.13. Caller id (for incoming calls, name and number received if presented; for outbound calls, College main number and/or internal user phone number and name)
- 6.1.14. Call conferencing for a minimum ten parties (Internal and External)
- 6.1.15. Personal speed dial lists
- 6.1.16. Distinctive ringing – internal versus incoming calls; custom individual ringtones
- 6.1.17. Group call pickup
- 6.1.18. Second incoming call appearance on individual stations
- 6.1.19. Music or announcement on hold
- 6.1.20. Enhanced 911 (E911) support
- 6.1.21. Call block- Allow for incoming calls (specific numbers) to be either blocked, sent to specific number or announcement based upon the calling party ID
- 6.1.22. Call forwarding- Allowing a station user to program at any time any internal station number and when active by the station user, all incoming calls to that station shall automatically rerouted to the reprogrammed internal or an external number
- 6.1.23. Call forwarding- Busy and no answer-Automatically reroutes incoming calls to predetermined secondary station when the called station is busy or there is no answer
- 6.1.24. Call park- Once a call is placed in the park condition, any station within the solution may retrieve the call by either dialing the appropriate access code or by pressing a special feature button on a station instrument
- 6.1.25. Call trace- Malicious call trace to enable a phone call recipient to mark a phone call as malicious (i.e. harassing, threatening, obscene, etc.) the phone solution will then automatically trace the call or log for future reference
- 6.1.26. Call transfer- Ability to answer a call and then transfer it to any number
- 6.1.27. College-wide message- Ability to load a prerecorded message to frontend of the voicemail message of each user after which the user's individual message will play and caller can leave message
- 6.1.28. Dialing restriction- Ability to restrict a phone to dialing only internal numbers, local 7 digit, national long distance or international numbers
- 6.1.29. Directed call pickup- Ability to answer calls ringing on any other station within the solution by dialing a unique answer code of the particular station to be answered

- 6.1.30. Flexible dialing plan- Ability to allow College to expand its extension dialing or ARS if and when the need arises
- 6.1.31. Hot-Line Stations- Instruments are specially programmed to dial a specific internal station number, external telephone or "0" when the station user goes off hook.
- 6.1.32. Incoming digit manipulation- Ability to add, strip, or completely change the digits of any incoming DNIS, DID, or Tie Line number in order to reroute the call to the appropriate location
- 6.1.33. Last number redial- Ability for user to activate a speed calling treatment of the last 10 number dialed or received from that instrument
- 6.1.34. Least cost routing with 6-digit screening- Ability to screen the first six digits of the dialed number to determine the least expensive trunk group on which to route the call
- 6.1.35. Message waiting- Ability to activate a message waiting lamp on the user's phone from the attendant console, telephones with appropriate class of service, and voicemail systems
- 6.1.36. Music on hold access system- Centralized availability of customer provided audio source input for college-wide distribution to all held call conditions within the solution, both for attendant and station use
- 6.1.37. 911 dial plan- Ability to dial without the access code 911 for access to emergency services
- 6.1.38. Programmable outgoing number display – Allows the outgoing calling line identification for each telephone to be changed to any 10-digit number
- 6.1.39. Speed calling station – Allows station user to assign abbreviated codes to programmed numbers
- 6.1.40. Fax over internet protocol gateway – Provides reliable transport of a FAX between FXS/PSTN FAX terminals over an IP network
- 6.1.41. Do not disturb- Ability to allow user to busy-out the station for temporary periods of time when the user does not want to be disturbed. While in activation, this ability does not prevent the station from initiating calls
- 6.1.42. Station message detail recording- Provides a record of calls placed to or from a telephone station or attendant console, including starting time, call duration, all digits of the called/calling number, and the specific trunk or trunk group used
- 6.1.43. Traffic reports- Ability to provide detailed data on the traffic carried by the switching equipment, including peg counts, centum call statistics and overflow measurements for all trunks and trunk groups' attendant consoles, stations, features, and any time slot sensitive infrastructure of the proposed solution
- 6.1.44. Virtual numbers- Ability to have software based numbers
- 6.1.45. Analog line capability – Credit card machines, fax machines, alarms, elevator phones, etc.

6.2 Voice Messaging/Voice Mail Solutions (VMS)

- 6.2.1. Centrally Managed system with single management interface
- 6.2.2. Auto Attendant - Provide multiple auto attendants or trees with the ability to do the following:
 - a. Play different multi-level greetings depending on the time of day, day of week, or day of year
 - b. Provide a directory allowing dial-by-number or dial-by-name
 - c. Provide separate auto attendant or trees for departmental use as required, each with the capability of independent and flexible schedules. Can be configured/revised by user-department staff
 - e. Allow single-digit option numbers
 - f. Provide zero-out option to predefined number or secondary tree
 - g. Allow us to load a prerecorded message to front end the voicemail message of each user after which the user's individual message will play and the caller can leave a message
- 6.2.3. Broadcast Message - Provide the ability for the Solution administrator or operator with the appropriate password to send a message to all users on the voice messaging system
- 6.2.4. Call Answer - VMS calls will be answered on the first ring and be time and date stamped
- 6.2.5. Disconnect Detection - The VMS must detect a caller has hung up and immediately disconnect and

- restore the line to service
- 6.2.6. DTMF Signaling - The Solution must be able to receive and generate standard DTMF tone signaling
- 6.2.7. Escape - A caller will have VMS escape options before or after leaving a message by dialing 0 to reach an operator or up to five digits to a number
- 6.2.8. Forwarding - The following forwarded call types must be accommodated by the VMS:
 - a. Internal calls within the telephone system
 - b. Analog DID, Centrex, 1FBs, or PRI digital service
 - c. Toll-free lines
 - d. Tie trunk
- 6.2.9. Identification (Pass Codes) Code - Users accessing the Solution will enter at least a four-digit pass code, which must be system validated to provide security
- 6.2.10. Integration - The voice mail system must fully integrate with the proposed VoIP Solution
- 6.2.11. Message Forwarding - Messages may be forwarded to single or multiple destinations with or without introductory comments
- 6.2.12. Pass Code Change Control - The Solution should allow user-controlled pass code changes
- 6.2.13. Programming - Must be completed by using the Web-based system integration tool to assign voice mail users and update the directory concurrently
- 6.2.14. PSTN Connection Blocking - It will be possible for a caller connected to a PSTN resource to be blocked from reconnecting to an additional PSTN resource by programming class of service/restriction
- 6.2.15. Security - A caller will be able to pass through any auto attendant to reach an outside line by programming class of service/restriction
- 6.2.16. System Announcement/Broadcast - The Solution must support a system announcement or broadcast message up to five minutes in length to all mailbox subscribers
- 6.2.17. System Distribution Lists - The VMS will support a minimum of fifty (50) system distribution lists with a minimum of 100 mailboxes each
- 6.2.18. Subscriber Mailboxes - Must provide the following:
 - a. Password Protection - Access to a subscriber's mailbox will be password protected
 - b. Answer Announcement - Individual personalized greetings of up to three minutes for each mailbox are required. At a minimum, the Solution will provide standard and extended absence greetings
 - c. Menus - The Solution must provide easy-to-use menus allowing subscribers to send urgent, private, or certified messages
 - d. Message Waiting Light - The Solution must provide a message- waiting light on the telephone, along with the option to allow a user to set up external notification to pager, cell phone, or other telecommunications device when a new message has arrived
 - e. Message Reply - Mailbox owners must be able to reply to a message from a mailbox on the same system by pressing a single key
 - f. Message Retrieval - Mailbox owners will automatically be given mailbox status upon call-in
 - g. Mailbox status must include the following:
 - i. Number of new messages since last access
 - ii. Number of saved messages existing
 - h. Upon accessing the messages, the user may delete, skip, or save a message. Saved VMS messages may be deleted only by the user or the VMS administrator
- 6.2.19. Station Dialing - In addition to the menu/route, callers may access an individual station by inputting either the number or the called party's last name
- 6.2.20. User Controls - The VMS protocol will provide the following user controls:
 - a. Playback messages
 - b. Skip to next message

- c. Forward/review within the message
 - d. Cancel review
 - e. Replay last message
 - f. Replay faster or slower
 - g. Pause
 - h. Append information
 - i. Forward message (to mailbox or list)
 - j. Create new answer announcement
 - k. Increase playback volume
- 6.2.21. Tutorial - The Solution must provide a user tutorial to assist new subscribers with mailbox setup
- 6.2.22. Outcall Notification - VMS needs to be able to notify users of new voicemail messages via phone call, text message, or DTMF
- 6.2.23. Message Review - It will be possible for a caller leaving a voice mail message to review and edit the message
- 6.2.24. VMS Remote Maintenance - The Solution will be equipped with a remote maintenance port to allow the manufacturer, supplier, or system administrator to connect remotely to perform service or administrative functions
- 6.2.25. Voice Mail Security Requirements:
- a. Audit Trail - Users may designate a necessary written record of message destination, input time, and receipt. This audit trail will be printed on the administrative console along with daily reports
 - b. Password - At least four digits, with automatic shut-off should three successive failures occur in trying to gain entry within a ten-minute timeframe or less. At the time of shutdown, an alarm should appear on the on-site administrative terminal
 - c. Password Change Control - The ability to force users to change their pass code periodically. This is a variable length of time, which normally can be set by the system administrator as required
- 6.2.26. Solution Reports
- a. VMS Usage Reports - Will be available on customer demand or automatically on a pre-programmed basis of quarter-, half-, or one- hour timeframes or daily and weekly. At a minimum, they will report the following:
 - i. Storage space used for announcement or information mailboxes
 - ii. Message storage space
 - iii. Maximum storage space used during the report interval
 - b. VMS Traffic Reports - Will be available on customer demand and should include the following:
 - i. Total calls answered
 - iii. Total calls routed to station
 - iii. Total calls routed to default
 - iv. Total calls abandoned
 - v. CCS use and call count by input port
 - vi. Greetings played
 - vii. Number of log-ins
 - viii. User connect time
 - ix. Caller connect time
 - x. Number of messages left
 - xi. Number of pages
 - xii. Date of last login
- 6.2.27. Solution Backup - Provide a means to back up all Solution configurations, including mailboxes, greetings, auto attendants, and messages

6.3.0 Unified Messaging Subscriber Mailboxes

- 6.3.1 E-mail Delivery - Deliver voice and fax messages to a user's e-mail inbox with unique identifiers for each
- 6.3.2 Deliver new messages to users' voice mailbox and e-mail inbox
- 6.3.3 Allow user to reply to an internal e-mail or voice mail message with voice or e-mail response
- 6.3.4 Allow users to save a voice message as a .WAV/MPEG file so it can be attached to an e-mail message and sent to any e-mail address
- 6.3.5 Remove deleted messages from the e-mail inbox and voice mailbox regardless of the interface used to delete them
- 6.3.6 Turn off message waiting light no matter what interface is used to listen to a new message
- 6.3.7 Change messages from "New" to "Read" no matter what interface is used to listen to a message
- 6.3.8 Does not require any secondary login to voicemail or PC playback control client or playback browser in order to play messages
- 6.3.9 PC playback control will allow user to respond via e-mail, voice mail or direct dial, delete message, forward message, or save message
- 6.3.10 Provide the ability to prioritize both voice and e-mail messages through the computer screen
- 6.3.11 Allow a user to access and listen to their e-mail messages from their voice mailbox. Please indicate whether this feature would be supported

6.4.0 Unified Communications

- 6.4.1 Directory/Contacts Dialing - Provide a drop-down box for name entry and dialing from internal directory or other contacts applications
- 6.4.2 Call Control - Provide call control, including dialing, disconnect, transfer, and conference
- 6.4.3 Key Label - Allow user to change the label associated with feature or line appearance key
- 6.4.4 Speed Call List - Allow user to program numbers into a personal speed call list
- 6.4.5 Call History - Allow user to view and redial a minimum of the last 100 calls placed or received at their telephone extension. The history must include the following:
 - a. Date
 - b. Start and end times
 - c. Telephone number
- 6.4.6 Name from system directory and Exchange contacts database
- 6.4.7 Status Change - Allow user to select a status that approximates their current state from a group of predefined definitions
- 6.4.8 Presence - The ability to dynamically display a person or group of peoples' availability or status for various communication systems, including desktop and mobile telephone, IM, PC activity, and Microsoft Exchange calendar information
- 6.4.9 Work Groups/Buddy List - Each user must be allowed to define work groups or a buddy list and assign other users as required, provided their restriction class allows
- 6.4.10 Restriction Class - Provide a means to restrict which users an individual can view in their buddy list or workgroup
- 6.4.11 Collaboration - Provide the means to allow real time file sharing, screen sharing (both full screen and specific screen window/region), and white boarding
- 6.4.12 Instant Messaging - Provide the ability to send and receive secure text messages within the College network. The Solution must provide logging and archive capabilities and support authentication and encryption
- 6.4.13 Docking - Allow user to dock the application on the top, side, or bottom of monitor or minimize to system tray if desired
- 6.4.14 Desktop Video- Allows users to utilize desktop client to establish a video connection to other UC clients with video enabled computers

- 6.4.15 Mobility- Ability to seamlessly hand a call off from one type of device to another, i.e., from desk phone to cellular phone, from cellular phone to desk phone, from cellular phone to web client, etc., as follows:
- a. Single Number Reach for Mobile User - Allow user to define when and how calls are presented to a user's PBX telephone are distributed to their mobile or stationary device, including the following:
 - i. Time of day and day of week
 - ii. Call ringing location
 - iii. Desk phone
 - iv. Cell phone
 - v. Other location
 - vii. Simultaneous at desk phone and designated alternate
 - viii. Number of rings before forwarding
 - b. Call Hand Off - Allow user to hand off active call from desk phone to mobile or from mobile to desk phone without interrupting the call
 - c. Call Control - Allow user to access PBX features, including the ability to transfer, conference, and place outgoing calls utilizing simple feature/access codes
 - d. Presence - Mobile device users' availability will be updated based on the current state of the telephone
 - e. Instant Messaging - Provide the ability to send and receive secure text messages from the presence application to the user's mobile telephone
 - f. Desktop video chat
 - g. Support for Apple iPhone/iPad, Android and Windows Mobile operating systems

6.4.16 Audio/Web Conferencing- Allow for up to thirty two (32) ports/sessions of simultaneous conferences of various size combinations on a daily basis. The Solution will be expandable to allow for additional port capacity if needed. Designated users should have access to the Solution via a web interface and have the ability to schedule conferences, send out invitations and assign a pass code for a moderator and for users.

6.4.17 Call Accounting System

- a. The Solution must provide browser access for system administration, reporting, and maintenance.
- b. The Solution should be capable of collecting all inbound (including caller line identification if provided), outbound and internal call records from the telephone system.
- c. The Solution should support authorization/account codes.
- d. The user database will support the following inputs or fields:
 - i. telephone number
 - ii. first and last name
 - iii. department or account number
 - iv. authorization/account code
 - v. location, including building and room number
- e. The Solution should allow customized call costing for each trunk group
- f. Reports should be available in real time
- g. The Solution should provide standard and customizable report options, which can be generated monthly, weekly, daily, or as needed
- h. The Solution should allow the capability of monthly reports to be automatically generated and distributed via e-mail or accessed via web browser
- i. The Solution should allow reports to be generated on any of the defined user fields
- j. The Solution should provide call tracing capability- i.e., the ability to trap individual internal and external telephone numbers and generate alarms when a call is received or transmitted from a predefined number

6.5.0 Telephone Equipment

Listings are the minimum requirements for the phone devices. Quantities are for estimating purposes only.

6.5.1 Type 1: Single Line Voice Terminal

Includes:

- a. ADA Compliant
- b. Ringer/ear volume control
- c. Hold button
- d. Transfer button
- e. Release button
- f. Message waiting light
- g. Gigabit Ethernet port for associated PC

Estimated purchase quantity: 2000

6.5.2 Type 2: Multi-Line display IP Voice Terminal

Includes:

- a. Gigabit Ethernet port for associated PC
- b. user adjustable ring tones
- c. ADA compliant/hearing aid compatible
- d. Ringer/ear/speaker volume control
- e. Do-not-disturb button
- f. Hold button
- g. Transfer button
- h. Mute button
- i. Release button
- j. Minimum of 12(displayed at once) fully programmable line/feature keys, each capable of BLF/DSS, additional users' voice message waiting indication
- k. Softkeys for intuitive functions to support user
- l. Minimum 3 line/24 character LCD with call timer
- m. Message waiting lamp
- n. Full duplex speakerphone
- o. Capable of attached expansion units for additional lines

Estimated purchase quantity: 200

6.5.3 Expansion units for Multi-Line phone

Estimated purchase quantity: 30

6.5.4 Type 3: Conference IP Voice Terminal

Includes:

Polycom or equivalent, with at least two wired, extendible microphones for high quality performance in conference/meeting rooms (12' X 20')

Estimated purchase quantity: 15

6.5.5 Proposals should include a Proposal rate card, specifying labor rates by Proposer's applicable categories, for any additional labor the College may require beyond the scope of installation services.

6.5.6 Proposals should include a Proposal equipment rate structure, specifying a percentage discount from manufacturer list price.

6.6.0 Installation

Proposals must include all of the following installations items:

- 6.6.1 The Proposer will include, as a free-form attachment an implementation schedule and timeline outlines major events and milestones of the installation/implementation. The proposed implementation schedule will consider the requirement to integrate with existing College systems throughout the transition period and the College's desire for a transparent transfer to the new solution
- 6.6.2 Proposer will recognize in their pricing for labor and other professional services the requirement that, during Installation Services, all systems will be hardened, and any system fixes consisting of software patches or hardware replacement will be included
- 6.6.3 Proposer will be responsible for communication and coordination of requirements for network configuration and VLANs with College IT staff and its preferred network vendor, and for installation of any and all IP addresses in each device it places on the network
- 6.6.4 Proposers will be responsible for administrative knowledge transfer to no less than two (2) IT System Administrators
- 6.6.5 The Proposer is to provide and install appropriate patch cables to connect its network devices to patch panels. The Proposer is to provide all cables and connectors necessary, including fiber optic patch cables, to complete the installation
- 6.6.6 Installation Services are expected to be performed during normal hours of operation for the buildings where the work is taking place, cutovers and downtime will be scheduled outside of normal business hours
- 6.6.7 The Proposer will be required to complete the following items within the first thirty (30) days following the cutover of each system:
 - a. Completion of any outstanding adds, moves, or changes
 - b. Internal system traffic study
 - c. Station software changes
 - d. Solution testing will at a minimum include
 - i. Survivability testing - desktop device failover
 - ii. System Failover - survivable sites and general system failover
 - iii. Call routing and alternate routing tested
 - iv. E911 testing for all sites (at cutover) - Display correct address for numbers at each site (must be a sampling and not every telephone - coordinated with PSAP)
 - v. Power loss and reboot sequence
 - vi. System alarms and notifications are working to the correct monitoring devices or personnel
 - vii. Verify all systems and applications are at current software release and current firmware releases
- 6.6.8 Vendor must provide As-Built detailed documentation of the physical and logical system layout. Format is to be determined by the College.

6.7.0 Training

Proposals should have pricing for each type of training specified below:

- 6.7.1 End User - On-site, hands-on telephone user training sessions, limited to a maximum of fifteen (15) people in any one session. Sessions will last approximately one (1) hour each and will coincide with the voice mail end user training. Training sessions with Unified Communications and/or ACD functionality will require one and half (1.5) hours per session. Proposer will include cost associated with the coordination of training schedules so the telephone and voice mail training can be completed in a single session

- 6.7.2 Train the Trainer - Proposer will provide costs sufficient to train up to four (4) College staff members to enable them to provide in-house telephone end user training
- 6.7.3 Online user training - Proposer will provide costs associated with online, self-paced, user training tools
- 6.7.4 Proposer will provide the hourly cost for an onsite trainer to conduct additional training when required by the College
- 6.7.5 Attendant - The College will require a minimum of two (2) hours of on-site, hands-on training for all attendants. Additionally the Proposer will include a full day of live call handling the first day of service. The College expects to have ten (10) attendant positions in various locations

6.8.0 Support

Proposals should have pricing for each type of support offering specified below:

- 6.8.1 Server, Software, and System Component Maintenance:
 - a. provision of all necessary server, software, and all system component maintenance on a turnkey basis during the first year warranty period and any subsequent maintenance term
 - b. support for operating system and database tuning, patches, hardware, and software diagnosis, recovery, and version upgrades as needed
 - c. application support, including modifications, diagnosis, recovery, customization, configuration, and how-to questions
 - d. management of data, application, operating system, and database management system backups as required to provide for full recovery in the event of a disaster or hardware failure
 - e. provide an option to acquire an additional four (4) years of maintenance coverage for items a, b, c, and d directly above, for a total of five (5) years of server, software, and system component maintenance
- 6.8.2 Required Service Levels: Time to Respond
 - a. Time to respond - high severity incidents: within two (2) hours, twenty four (24) hours per day, 365 days per year
 - b. Time to respond - medium severity incidents: within four (4) hours, Monday-Friday, 8:00AM - 5:00PM Central Time, and
 - c. Time to respond - low severity incidents: within twenty four (24) business hours, Monday-Friday, 8:00AM - 5:00PM Central Time
- 6.8.3 24 hour x 7 days a week alarm monitoring and remote trouble diagnostics and resolution
 - a. Patch installation, including:
 - i. major and minor software upgrades
 - ii. Corrective maintenance
 - b. manufacturer-recommended preventive maintenance
 - c. replacement parts for all hardware and software
 - d. next business day replacement for non-critical components
 - e. remote diagnostic support
 - f. ensure all the nightly routines are run daily and system backups are included
 - g. Technician support for system administration questions between the hours of 8:00 AM and 5:00 PM Monday-Friday
- 6.8.4 Analog Support- Ongoing analog services will be required by way of media gateway devices are themselves IP network devices, or individual call control units for survival. The College will require a number of these gateways at each site, some of which may require redundancy for high availability and survivability
- 6.8.5 Proposals should include a letter from the Solution manufacturer defining the Solutions' support period and expected end of life. The Proposer will state the period it guarantees a stock of adequate supply of Solution components to maintain the Solution during the term of any agreement with the College

6.8.6 The Solution will offer comprehensive Toll Control as an integral part of the Call Control. It should allow a restriction of user access to trunk routes and/or specific external directory numbers. It will also allow for class of restriction ("COR") and class of service ("COS") features can substantially reduce the risk of toll fraud

6.8.7 Authorized access to the Solution tools providing protection for various administration commands from unauthorized users. The system tools are as follows:

- a. system Administration (Role based access control)(RBAC)
- b. group administration
- c. personal desktop user

6.9.0 Exclusions

Proposals should include any comments or exceptions to any sections within this RFP including any alternative solutions proposed. Please include these exceptions as the final tab and label as Exceptions/Alternate Solutions. Any items contained in this RFP which are not specifically addressed in the proposal will be considered acceptable by the Proposer.

SECTION VII: GENERAL TERMS & CONDITIONS

7.1 Termination of Contract

The College reserves the right to cancel this contract with 30 days' notice with or without cause.

7.2 Written Contract Requirement

This solicitation document, recommended award, approval of award, and the awarded vendor's submittals in response to this Request for Proposals will stand as the written contract. All Pensacola State College Purchase Order terms and conditions are hereby incorporated by reference. These terms and conditions can be found at <http://www.pensacolastate.edu/docs/vendors/TERMSandCONDITIONS-for-new-po.pdf>.

7.3 Modification of the Contract

The documents constituting the entire contract may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the parties. The contractor agrees that no representations of warranties shall be binding upon the College unless expressed in writing. Any failure by the College to insist on the firm's performance of any provision of the contract or the waiver by the College of the Contractor's performance of any provision shall not be deemed a permanent waiver by the College of that provision, nor shall each failure effect the College's right to insist on the firm's performance at any other time. Any failure by the firm to insist on the College's performance of any provision of the contract or the waiver by the firm of the College's performance of any provision shall not be deemed a permanent waiver by the contractor of that provision, nor shall such failure affect the contractor's right to insist on the College's performance at any other time.

7.4 Applicable Law

The firm shall comply with all federal, state and local laws, rules and regulations ("Laws") applicable to the Contractor's response to the RFP, the contract executed in connection with the RFP, and the provision of services under the RFP and the RFP contract. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution.

Laws applicable to the College - organized under the laws of the State of Florida, and the rules of the State Board of Education, which is a political subdivision of the State of Florida, and as such, must be operated in accordance with the Statutes of the State of Florida and the rules of the State Board of Education. This RFP and the contract to be executed in connection with the award of this RFP must be modified in accordance with any statutory requirement of the State of Florida.

7.5 Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work requested. The Contractor and/or its employees are in no respect to be considered any agent or employee of the College. This contract specifies the work to be done by the firm, but the method utilized to accomplish the work shall be the responsibility of the firm and approved by the College.

7.5.1 Subcontracting

Contractor may subcontract services to be performed hereunder with subject to prior written approval of the College, which shall not unreasonably withhold approval. No such approval will be construed as making the College party of, or to, such subcontract, nor shall approval be construed as subjecting the College to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; despite such subcontracting the College shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. All sub-contractors must have all appropriate licenses, certifications, permits and insurance. The College has the right to request to remove or

replace the Contractor's representative which may include any employee, agent, subcontractor or other representative. Include in proposal response any subcontracts to be utilized.

7.5.2 College Representative(s)

Unless provided elsewhere in the contract, the College may authorize representative(s) to act on behalf of the College on all matters relating to the contract and/or services being performed hereunder. The representative(s) shall decide all issues which may arise as to the quantity, character and quality of services performed or to be performed pursuant to the contract.

7.6 Building Codes

All designs and construction shall meet all applicable building codes including SREF, Florida Building Code, NEC, or others that may apply.

7.7 Specification Deviations

Any deviation from the specifications indicated herein must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with all of the RFP specifications, and the successful firm shall be held responsible therefore. Deviations must be explained in detail and submitted.

7.8 Publicity Release

The Contractor agrees not to refer to award of this contract in any commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the user or the College.

7.9 Additional Terms and Conditions

Additional Pensacola State College General Conditions are listed below. In the event there is a contradiction with this RFP and the following General Conditions for Formal Solicitations, the RFP shall prevail.

GENERAL CONDITIONS FOR FORMAL SOLICITATIONS:

<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>	

SECTION VIII: FORMS TO BE SUBMITTED WITH PROPOSAL RESPONSE

PROPOSAL COVER SHEET

Sealed Proposals will be accepted in the Purchasing Department until time indicated in the solicitation document and may not be withdrawn for 150 days after opening.

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 service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

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 <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Asian Indian American <input type="checkbox"/> Native American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Disabled Veteran			
Attach current MBE/WBE Certifications 			
Authorized Agent Name		Signature	Date

Firms certify by their signature they have read and understand the conditions and specifications of this solicitation and they have the authority, capacity, and capability to perform all conditions and specifications of this solicitation.

PROPOSED FEE SCHEDULE

Equipment	\$
Installation	\$
Training as specified, 6.7.1	\$
Training as specified, 6.7.2	\$
Training as specified, 6.7.3	\$
Training as specified, 6.7.4	\$
Training as specified, 6.7.5	\$
Support as specified in 6.8 excluding 6.8.1.e	\$
Support as specified in 6.8.1.e	\$
Additional services rate as specified 6.5.4	\$
Additional equipment rate as specified 6.5.5	\$

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.

Legal Name of Proposer: _____

By: _____
Signature

By: _____
Name (Typed)

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 _____ (Solicitation 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 therefore 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.

Legal Name of Proposer: _____

By: _____
Signature

By: _____
Name (Typed)

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

Notary Public - State of _____ . My commission expires _____

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

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

PROPOSAL CERTIFICATION

Vendor is to certify its Proposal as to its compliance with the Request for Proposals specifications using the language as stated hereon.

Vendor hereby declares that he/she has the legal authority to represent the corporation identified below as well as the ability to bind the corporation to the terms and conditions of this RFP and to the representations of the Vendor's proposal.

Vendor represents to the College that this proposal is made without connection or arrangement with any other person not identified in the Vendor's proposal or on this document; and that the Vendor's proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees that if this proposal is accepted by the College the Vendor has the legal authority to negotiate and enter into a formal contract to provide the services outlined in this RFP and the Vendor's proposal.

The Vendor states that his/her bid proposal is based upon the College's RFP documents identified by the following number: RFP No. **10-2015/2016**

Legal Name of Proposer: _____

By: _____
Signature

By: _____
Name (Typed)

Date: _____

ACKNOWLEDGMENT OF ADDENDA FORM

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with **RFP 10-2015/2016**.

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

(Add more entries, if required.)

Part II: _____ No addendum was received in connection with this RFP.

Legal Name of Proposer: _____

By: _____
Signature

By: _____
Name (Typed)

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Vendor"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Vendors, or with any official of the College or any employee thereof, or any person, firm or corporation under contract with the College whereby the Vendor, in order to induce acceptance of the foregoing Proposal by said College, has paid or is to pay to any other Vendor or to any of the aforementioned persons anything of value whatever, and that the Vendor has not, directly or indirectly entered into any arrangement or agreement with any other Vendor or Vendor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Vendor hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the College.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the College, nor any employee, or person, whose salary is payable in whole or in part by the College, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Legal Name of Proposer: _____

By: _____
Signature

By: _____
Name (Typed)

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

Notary Public - State of _____ . My commission expires _____

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

NON-DISCRIMINATION IN EMPLOYMENT FORM

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

During the performance of this contract the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or VENDOR. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or VENDOR as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Legal Name of Proposer: _____

By: _____
Signature

By: _____
Name (Typed)

Date: _____

PUBLIC ENTITY CRIMES STATEMENT

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed, 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. THIS FORM **MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC** OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Pensacola State College By: _____ (name of entity)

Whose business address is: _____

And (if applicable) its Federal Employer Identification No. (FEIN) if no FEIN, include SSN of individual signing statement) 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 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 THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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 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____

Notary Public - State of _____ My commission expires _____

(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.

FLORIDA PREFERENCE FORM

Pensacola State College is required in solicitations to comply with providing a preference to Florida Businesses in accord with Florida Statute # 287.084(personal property). **This form must be completed for all entities whose principal place of business is outside the State of Florida.**

To be Responsive, Firms shall submit with their bid /proposal submittal a fully completed Florida Preference form OR on the Attorney at Law’s letterhead a written opinion with all required information. The submitted document must be signed by an attorney at law licensed to practice law in the proposals’ foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business, as defined in F.S. 607.01401(20), are in that foreign state in the letting of any or all public contracts.

1. Name of firm submitting a proposal:

2. List the State which is the Principal Place of Business, as defined in F.S. 607.01401(20), for the Proposers:

3. List the Name of your Attorney at Law licensed to do business in that state:

3A. Phone # and email address of your attorney: (_____) Email: _____

4. Attorney Written Opinion:

Define below if the proposers’ foreign State, has laws that provide preferences, if any or none, granted by the law of the foreign state as to its own business entities whose principal places of business, as defined in F.S. 607.01401(20), are in that foreign state in the letting of any or all public contracts.

4A. What is the specific web url where the proposers foreign state law is defined as to providing preference to in state businesses for any or all public contracts?

4B. The proposers’ foreign state law provides what percentage preference to in state businesses for any or all public contracts?

4C. The proposers’ foreign state does not have any laws that provide a preference to in-state businesses for any or all public contracts? Yes OR No

Signature of your Attorney at law licensed to do business in that state

Printed Name

Listed below is a copy of: Florida Statute # 287.084 Preference to Florida businesses.—(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent. (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available. (c) As used in this section, the term ‘other political subdivision of this state’ does not include counties or municipalities. (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, Such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.