

**Invitation to Bid**  
**UTV/RTV/Golf Carts and Debris Vacuum, 2015-2016**  
**ITB 9-2015/2016**



**Due: September 3, 2015 @ 2:00 PM, Local Time**

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

All terms and conditions included hereafter are part of this bid request and Pensacola State College purchase order terms and condition are hereafter incorporated by reference. Any bid failing to comply with all of these terms and conditions may not be accepted. Rights are reserved to reject any and all bids and to waive any and all technicalities.

Directions for submitting bids include the following:

All bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services, and be received in the Purchasing and Auxiliary Services Office, Pensacola State College, Building 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998, or delivered to the bid opening site, not later than the date and time indicated above and shall be clearly marked with the ITB name and number indicated above. Due to the requirement of sealed bidding, facsimile bids will not be acceptable as valid bid responses. All bids shall be submitted on the bid form, herein included, and shall be properly signed by an authorized representative of the firm or entity submitting the bid, with delivery or completion date clearly indicated, in order to be considered. Attach all amplifying instructions and documents to this bid form. Questions must be submitted to [purchasing@pensacolastate.edu](mailto:purchasing@pensacolastate.edu).

An evaluation committee meeting is scheduled to be held immediately following the bid opening in the Barfield Administration Building No. 7, Room 737, 1000 College Blvd, Pensacola, FL 32504. Bid tabulations and award recommendations will be posted in the Purchasing Department, Pensacola State College. Posting normally occurs within 10 days of bid opening date at <http://www.pensacolastate.edu/business-psc/>

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

Price, quality, specifications and time of guaranteed delivery will be the determining factors in the award of the bid. Award will be made to the supplier offering the best total value to the college. All prices shall remain firm for 180 days. The College reserves the right to purchase one, multiple, or none of the items and may award to multiple vendors. Bidders are not required to bid on all items.

Any award on the basis of this bid will be contingent upon approval by The District Board of Trustees of Pensacola State College, Florida, and the terms of the contract to be negotiated with the successful bidder. The award is based contingent upon available budget.

**QUOTATION FORM**

<u>Quantity</u>	<u>Description</u>	<u>Price Per Each</u>	<u>Delivery Lead Time</u>
6	2016 Kubota, RTV400 Dump Bed, Canopy and Windshield		
1	Agrimetal Debris Vacuum, Model #4000, Rubber Finger Pick up		

**Warranty Requirements:**

Attach warranty, maintenance, and support information with your bid.

Attach detailed documentation about the unit which is being proposed, including detailed documentation of the corresponding equipment that is listed in this bid.

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 Indian American	<input type="checkbox"/>	Native American
<input type="checkbox"/>		<input type="checkbox"/>	Asian Pacific American
<input type="checkbox"/>		<input type="checkbox"/>	Woman-Owned
<input type="checkbox"/>		<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 Invitation to Bid and they have the authority, capacity, and capability to perform all conditions and specifications of this Invitation to Bid.

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Firm in accordance with Florida Statute 287.087 hereby certifies the firm listed below does:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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

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

**MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATION**

I hereby declare and affirm that I am the authorized representative of the firm listed below is a minority business enterprises (MBE/WBE) \_\_\_\_\_ (Minority Type), and I will provide information requested by the College to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of the above referenced firm as well as the ownership thereof. Further, the undersigned does agree to provide the College current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination in any of the records and files of the above named company by an authorized representative of the College. It is recognized and acknowledged 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 provide forfeiture of payment for all work not performed at the time of notification.

I do solemnly declare or affirm under the penalties of perjury the contents of the foregoing documents are true and correct, and I am authorized on behalf of the firm above to make this affidavit.

Firm Name: _____		
_____	_____	_____
Authorized Agent Name, and Title	Signature	Date

State of \_\_\_\_\_ County of \_\_\_\_\_ City of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, in the foregoing affidavit and acknowledged that (s)he executed the same in the capacity therein stated and for the purpose therein contained. In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission Expires

Minority Type: M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American; M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. Must have greater than 51% 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.

**CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM**

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.

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

**PUBLIC ENTITY CRIMES CERTIFICATION**

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.

DISCRIMINATION: In accordance with HB 2127, Section 6(3)(a), all Invitations To Bid, as defined by 287.012(11)FS, requests for proposals, as defined by 287.012(15), and any written contract document of the State shall contain a statement informing entities of the discrimination provisions of paragraph (2)(a).

An entity of affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award 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.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM DOES NOT FALL WITHIN THE PARAMETERS OF REPORTING AS AN ENTITY WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST.

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

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**EQUAL OPPORTUNITY CERTIFICATE OF COMPLIANCE**

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

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

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

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**FLORIDA PREFERENCE FORM**

Pensacola State College is required in solicitations to comply with providing a preference to Florida Businesses in accord With Fla. 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 bidders' 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 Bid Reply:

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

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

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3A. Phone # and email address of your attorney: ( \_\_\_\_\_ )

Email: \_\_\_\_\_

4. Attorney Written Opinion:

Define below if the bidders/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 bidders/proposers foreign state law is defined as to providing preference to in state businesses for any or all public contracts?

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

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

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

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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.



## GENERAL CONDITIONS FOR FORMAL SOLICITATIONS

### INCLUDING ITBs, RFPs, RFQs, and ITNs

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

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

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

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

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