



SOLICITATION / OFFER and AWARD
-an equal opportunity college-

Description:

**Ocala Main Campus Site
Lighting Upgrades**

Page 1 of 19 Pages

1. Bid Number: 17-5	2. Type of Solicitation: Invitation to Bid (ITB)	3. Issue Date: Wednesday, May 24, 2017	4. Date of Advertisement: Tuesday, May 30, 2017 and Wednesday, May 31, 2017
5. ISSUING OFFICE: College of Central Florida - Purchasing Department Stewart E. Trautman, Jr. Director of Purchasing 3001 S.W. College Road Founders Hall - Room 109A Ocala FL 34478-1388		6. CONTACT INFORMATION: To Receive Documents: Pamela Halsey, Staff Asst. IV Phone: (352) 854-2322 Ext. 1527 For Solicitation Inquiries: Stewart E. Trautman, Jr. Director of Purchasing Phone: (352) 854-2322 Ext. 1227 or Email: traumas@cf.edu	

PART I SOLICITATION (*Solicitation means an invitation to bid, a request for proposal, or a request to negotiation*)

7. Sealed original offers for furnishing the goods prescribed herein will be accepted at the location specified in block 5, if hand carried, delivered or via mail, will be received until **2:00 PM local time (hour)** on **June 5, 2017**.
CAUTION: Late submissions will not be accepted. All offers are subject to the terms and conditions contained in this solicitation.

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PART II OFFER (*To be fully completed by the Proposer/Offeror*)

9. In strict compliance with the above and contents prescribed herein, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the (proposer/offeror) from the date of receipt of proposal/offer specified above, to furnish any and/or all items specified and offered at the price indicated on the proposal/offer response form, within the specified delivery schedule.

10. ACKNOWLEDGEMENT OF ADDENDUMS (The Proposer/Offeror acknowledges receipt of addendums to the solicitation and related documents)	ADDENDUM NO	DATE	ADDENDUM NO	DATE	ADDENDUM NO	DATE	
	ADDENDUM NO	DATE			11A. TELEPHONE NO	11B. FAX NO	
	11. NAME AND ADDRESS OF PROPOSER/OFFEROR:			Area Code	7-Digit No	Area Code	7-Digit No
	Name:			11C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)			
	Address:			Name		Title	
	City	State	Zip	Signature (Person Authorized to Sign)			Date Signed
11D. PROPOSED WARRANTY PERIOD _____(DAYS) After receipt of order(ARO) or Notice to Proceed(NTP)	12. REPRESENTATIONS AND CERTIFICATIONS						
11E. PAYMENT TERMS _____(if other than Net 30)	STATE CERTIFIED VENDOR? Yes <input type="checkbox"/> No <input type="checkbox"/> Certification Number: _____ Effective Dates: _____ to _____						
11F. DELIVERY TERMS _____(if other than FOB Dest)	CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)? Yes <input type="checkbox"/> No <input type="checkbox"/> Florida CMBE Certification No. _____ Effective Dates: _____ to _____ Minority Type (Code) _____ Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories) <i>While the college does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non-minority qualified firms.</i>						

PART III - REQUIRED SIGNATURES

12. AWARD RECOMMENDATION:	_____ DIRECTOR OF PURCHASING (or designee)	_____ DATE
13. AWARD CONCURRENCE:	_____ VICE PRESIDENT OF FINANCE AND ADMINISTRATION (or designee)	_____ DATE
14. AWARD APPROVAL:	_____ CF PRESIDENT OR DISTRICT BOARD OF TRUSTEES, CHAIR	_____ DATE

This form must be completed and returned with your bid submittal

SECTION A – Solicitation/Offer and Award
General Conditions, Instructions and Information for Offerors

INSTRUCTIONS

Please read each section carefully and submit a fully executed copy of all required documents as indicated herein.

PART I **SOLICITATION** To be completed by the Issuing Office.

PART II **OFFER** To be completed by the Proposer/Offeror.

1. Block 6 Submit fully executed proposal/offer to the address located in block number 5.
2. Block 10 Complete if offer acceptance period is greater/less than 120 calendar days.
3. Block 11 Individually acknowledge any (all) addendums issued by entering date and addendum number(s) by indicating date received and addendum no.
4. Block 12 Enter Name (Company), Address, City, State and Zip Code and County. Enter Federal Employee Identification Number (F.E.I.N.) or Social Security Number if sole proprietor/owner.
5. Block 12A Enter business telephone number including area code and seven (7) digit Number.
6. Block 12B Enter business fax telephone number including area code and seven (7) digit Number.
7. Block 12C Enter email address of authorized representative.
8. Block 12D Type or Print name of authorized company representative. Original signature is required.
9. Block 12E Enter proposed warranty information.
10. Block 12F Enter proposed payment terms if other than Net 30 days
11. Block12G Enter delivery terms if other than FOB Destination College of Central Florida Ocala, FL
- 12 Block 13 Enter Florida Vendor Registration Number (if applicable) and effective date and ending date. Enter Florida Certified Minority Business Enterprise Certification Number (CMBE) (if applicable) and effective date and ending date. Indicate the applicable minority code that applies to your business.

While the College does not establish specific goals for minority “set-asides”, it does strongly encourage participation by minority and non minority qualified firms.

PART III **AWARD**

To be completed by issuing office and approved by the College of Central Florida President or the District Board of Trustees Chair or designated authorized official.

SECTION A – Solicitation/Offer and Award
General Conditions, Instructions and Information for Offerors

Definitions

- a. **College:** Refers to College of Central Florida.
 - b. **Board:** Refers to District Board of Trustees College of Central Florida
 - c. **ITB:** A formal request soliciting competitive sealed bids. Includes specifications or Scope of work and or Technical Drawings and all contractual terms and conditions.
 - d. **Bid/Offer:** A bid/offer (monetary amount) in response to an ITB.
 - e. **Offeror/Proposer:** Refers to Company, person who submits a response to the solicitation.
 - f. **Contractor:** An Individual or company awarded the contract/agreement or purchase order.
 - g. **CMBE:** Certified Minority Business Enterprise as defined by the Governor Bush's One Florida Equity in Contracting Plan and the Office of Supplier Diversity (OSD) Tallahassee Florida
 - h. **Contract Manager:** An individual designated by the Director of Purchasing to perform management of all post award actions through interaction with the contractor's representative during the performance of services rendered.
 - i. **Contract Administrator:** An individual responsible for the administration of all post award actions of the contract to ensure compliance with all terms and conditions of the solicitation/contract through contract completion/closeout.
1. **Contact:** Any questions concerning this Invitation to Bid (ITB) must be directed to the purchasing office staff or other college officials as indicated herein. Contact with any other College of Central Florida staff member or member of the District Board of Trustees prior to posting of a recommendation of award shall be cause for disqualification with the exception of the pre-bid conference.

Exception: Contact may be made during the Pre-Bid Conference or site visit.

2. **Bid Submittal:** All bid sheets and attachments must be completed and submitted in a **sealed envelope or package**. The face of the envelope or package shall contain:
 - ▶ Bidder's name
 - ▶ Address
 - ▶ Date and time of bid opening
 - ▶ ITB number and title

Bids which do not comply with these requirements may be rejected at the option of College of Central Florida.
3. **Execution of Bid:** Bids must contain a manual signature, in ink of an authorized representative, who has the legal ability to bind the bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sight the bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by the bidder to any part of the ITB document must be initialed in ink. The original ITB terms and conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and forwarded to the Director of Purchasing.
4. **Delays:** College of Central Florida, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of College of Central Florida to do so. College of Central Florida will notify bidders of all changes in scheduled due dates by written addendum.

5. **No Bid or Bid Withdrawal:** If not submitting a bid response, return only the Statement of No Bid, and give the reason in the space provided. Failure to submit either a bid or a Statement of No Bid may be cause for removal of bidder from the mailing list.

Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the

person signs a receipt for the bid. The following must be included in the contract files for each late bid, modification, or withdrawal:

- (1) The date and hour of receipt.
- (2) A statement, with supporting rationale, regarding whether the bid was considered for award.
- (3) The envelope, wrapper, or other evidence of the date of receipt.

6. **Bid Opening:** Shall be open to the public and will be held on the date and time specified on page 1, block 8, Solicitation, Offer and Award. Sealed bids must be submitted either by mail or personal delivery so that they are in receipt of the College's Purchasing Department, Founders Hall, Building 1, Room 109 at 3001 SW College Road, Ocala Florida, 34474, on or before the time specified. Bids will be clocked in and stamped with the date and time of receipt by an employee of the Purchasing Department. Only those bids stamped on or before the bid submission deadline will be opened, reviewed and considered. Oral, telephonic, telegraphic, or faxed bids will not be accepted. Persons with disabilities needing assistance to participate in the public bid opening should call the purchasing agent at least 48 hours in advance of the bid opening.

7. **Late Bids:** The bid opening time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. College of Central Florida will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid.

8. **Identical or Tie Bids:** In the event two (2) or more bidders submit the identical amount as their bid offer, the following criteria, in order of importance, from the highest priority to lowest priority: (1) response is from a Florida domicile entity, (2) if one response is from a certified minority business enterprise, and (3) when a response is deemed by the college to be in its best interest considering factors such as; prior performance, or (4) or by coin toss or drawing of numbers by an authorized purchasing official or designee.

9. **Mistakes: Unit Price Governs:** In the event of extension error(s), the unit price will prevail and the bidder's extension and total offer will be corrected accordingly. In the event of

addition error(s), the unit price and extension thereof will prevail and the bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. The bidder should initial corrections in ink.

Exception: If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the bidder. Price realism shall prevail over the "unit price governs" rule.

10. **Invoicing and Payment:** If applicable payment for any and all invoices that may arise as a result of a purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a correct invoice (s), in strict accordance with the price(s) and delivery elements as stipulated in the solicitation(contract) or purchase order, shall be submitted to Accounts Payable, Founders Hall, Room 112A, 3001, S.W. College Road, Ocala, FL 34478, RE: PO#.
- b. All invoices submitted shall consist of one (1) original and one (1) copy; clearly reference the subject purchase order number; provide a sufficient clear description to identify goods or services for which payment is requested; and include date(s) of services.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. CF's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bidder Information Form.

11. **Taxes:** The college does not pay state sales tax. Do not include it on invoices. The applicable tax exemption number is:

1.FL SALES TAX: 85-8012739697C-7
(4/30/15-4/30/20)

12. **Discounts:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

13. **Terms and Conditions:** Should any bidder have any concerns regarding the terms and conditions, said bidder must voice their concerns either during the pre-bid conference or via written request for clarification/request for information. Said terms of the contract are not negotiable after the bid due date.
14. **Additional Terms and Conditions:** Unless expressly accepted by College of Central Florida the following conditions shall apply: Exceptions to the terms and conditions will not be accepted. No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this ITB if submitted either purposely through intent or design, inadvertently appearing separately in transmittal letters. It is understood and agreed that the General and/or any Special Terms & Conditions in these ITB documents are the only conditions applicable to this ITB, and the bidder's authorized signature on the Bid Response Form attests to this.
15. **Interpretations:** All bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. FAILURE TO DO SO WILL BE AT BIDDER'S RISK. Any ambiguities or inconsistencies shall be brought to the attention of College of Central Florida in writing prior to the opening of bids; failure to do so, on the part of the bidder, will constitute an acceptance by the bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing, and received by College of Central Florida's Purchasing Director at least seven (7) calendar days prior to the bid opening. No person is authorized to give oral interpretations of or make oral changes to the ITB. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the ITB will be made in the form of a written Addendum to the ITB and will be furnished to all bidders.
16. **Addendum:** College of Central Florida will record its responses to inquiries, clarifications, any supplemental instructions, and/or necessary revisions to ITB documents, in the form of a written addendum.

Should revisions to the ITB documents become necessary, College of Central Florida will provide a written addendum to all bidders who received an ITB package from the purchasing department.

Bidders who obtain ITB documents from other sources must officially register with College of Central Florida's Purchasing Department in order to be placed on the mailing list for any forthcoming addenda or other official communications. Failure to register as a prospective bidder may cause your bid to be rejected as non-responsive if you have submitted a bid without an addendum acknowledgment for the most current addendum. The bidders shall acknowledge receipt of all addenda on page 1, Solicitation, Offer and Award, block # 10.

17. **Conflict of Interest:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of College of Central Florida. All bidders must disclose the name of any College of Central Florida employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
18. **Legal Requirements:** Bidders are required to comply with all provisions of Federal, State, county and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
19. **Drug-Free Workplace:** Whenever two or more bids which are equal with respect to price, quality, and service are received by College of Central Florida for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug Free Workplace form (page23) certifying that it is a Drug Free Workplace shall be given preference in the award process.
20. **Acceptance/Rejection:** College of Central Florida reserves the right to accept or reject any or all bids and to make the award to that bidder, who in the opinion of College of Central Florida will be in the best interest of and/or the most advantageous to College of Central Florida also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on-time contracts of a similar nature or who, in College of Central Florida's opinion, is not in a position to perform the Scope of

Work properly. College of Central Florida reserves the right to waive any irregularities, informalities and technicalities in offers received, and may, at its discretion, request a re-bid or abandon the project/procurement in its entirety.

21. **Posting of Recommendation for Award:**

The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 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."

22. **Award:** Recommendation for Award shall be made for the lowest, responsive, responsible Bid determined to be in the best interest of the College upon completion of posting period. College of Central Florida reserves the right to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until College of Central Florida has entered into a contract/agreement or issued a purchase order.

23. **EEO Statement:** College of Central Florida is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.

24. **Contractual Agreement:** The terms, conditions, and provisions in this solicitation constitute the formal agreement between contracting parties. The order of precedence will be general law, the purchase order or solicitation, and the response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be Marion County Florida.

25. **Governmental Restrictions:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the bidder to notify the

Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. College of Central Florida reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to College of Central Florida.

26. **Indemnification:** The bidder, without exemption, shall indemnify and save harmless College of Central Florida, its employees volunteers and/or any of its Board of Trustees members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the bidder. Further, if such a claim is made or is pending, the bidder may, at its option and expense, procure for College of Central Florida the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, College of Central Florida agrees to return the article, on request, to the bidder and receive reimbursement. If the bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

27. **Advertising:** By submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising, without the express written approval of the appropriate level of authority within College of Central Florida.

28. **Assignment:** Any purchase order or contract issued pursuant to this ITB and the monies which may become due hereunder are not assignable except with the prior written approval of College of Central Florida, through the Purchasing Department.

29. **Disqualification of Bidder:** Any or all Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

30. **Changes/Adjustments/Deviations:** No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of an ITB expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding ONLY if issued by College of Central Florida Purchasing Department. The

bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.

31. **Public Records:** Upon determination of the recommendation for award or thirty (30) days after opening, whichever is earlier, sealed bids, proposals or replies become “public records” and shall be subject to public disclosure consistent with Chapter 119.07(1) and s.24(a), Art. I of the State Constitution. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
32. **Bid Preparation Costs:** Neither College of Central Florida nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their bids simply and economically, providing all information and prices as required.
33. **Responsibility:** A Bidder must, at the time of bid opening, must be financially and physically capable of performing the requirements or services as submitted, and so provide such certification with their bid or upon request.
34. **Inspection of Bidder’s Facilities:** College of Central Florida reserves the right to inspect the bidder’s facilities at any reasonable time, during normal working hours, in order to determine that bidder has a bona fide place of business and is a responsible bidder.
35. **Joint Ventures:** Bids submitted by firms under “joint venture” arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.
36. **Site Visit:** CF reserves the right to make a site visit to one or more of bidder’s clients to investigate/affirm the quality of services being provided without previous notice to bidder.
37. **Protest.** Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceeding under Chapter 120, Florida Statutes. In accordance with FS287.042, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the college pursuant to

Section 120.53(5) (b) shall post at the time of filing the formal written protest a bond payable to the college in an amount equal to one percent (1%) of the total volume of the contract or five thousand dollars (\$5,000), whichever is less. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the college may accept a cashier’s check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the agency prevails, it shall recover all costs and charges which shall be included in the final order judgment, excluding attorney’s fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier’s check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney’s fees.

38. **References:** Bidders shall submit a list of current and past references with their bid submittal. Include the name of contact persons who have personal knowledge of the bidder’s performance. The contact person should have been informed that they are being named as a reference, and that College of Central Florida may be sending a reference questionnaire via email. Do not list persons who are unable or unwilling to answer specific questions regarding your performance.
39. **Bidders Conditions:** Any conditions to be made as part of the bid/offer should be submitted on the “Affidavit of Compliance”, provided herein and fully executed as instructed.
40. **Americans With Disabilities Act:** Bidders should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.
41. **Cooperative Purchasing:** Pursuant to their own governing laws, and subject to the agreement of the bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between College of Central Florida and bidder, and College of Central Florida shall not be a party to any transaction between the bidder and any other purchaser.

42. **Purchases by Other Entities: (Piggy-Back)** In accordance with State Board of Education rules (see 6A-14.0734 (2) (c), the successful bidder may extend stated bid prices to any other community college or public entity that may wish to use this bid for the purpose of obtaining the same items/or services during a stated contract period.
43. **Employees, Subcontractors, and Agents:** All bidder employees, subcontractors or agents performing work under the contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, bidder shall furnish a copy of performing work under the contract must comply with all security and administrative requirements of the customer.
44. **Termination for Default:** Should the contractor default under the terms of the contract, which incorporates the bid requirements, such default will be determined at the sole discretion of the college will give the contractor written notice, and the contractor will have 10 calendar days from the date of each notice to correct the default. If the contractor fails to correct the default within the time period specified in the written notice, the college will have the right to notify the contractor in writing of the termination of the contract. In addition, the college may report the default to other entities that may have an interest in the solicitation activities of the college or seek damages where applicable.
- The college may by written notice of default to the contractor, terminate this contract in whole or in part based on the following failures:
- (1) Deliver the supplies or to perform the services within the time specified in this solicitation or any extension;
 - (2) Make progress, so as to endanger the performance of this contract or
 - (3) Perform any of the other provisions of this contract.
45. **Termination for Convenience:** The college by written notice to the Bidder may terminate the contract in whole or in part when the college determines in its sole discretion that it is in the college's best interest to do so. The bidder shall not furnish the product or begin services after it receives the notice of termination except as necessary to complete the continued portion of the contract if any. The bidder shall not be entitled to recover any cancellation charges or lost profits.
46. **Termination for Cause:** The college may terminate the contract if the bidder fails to (1) deliver the product within the time specified in

the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006 (3) F.A.C., governs the procedure and consequences of default. The bidder shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, and if the cause of the default is completely beyond the control of both the bidder and the subcontractor, and without the fault or negligence of either, the bidder shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the bidder to meet the required delivery schedule. If after termination, it is determined that the bidder that the bidder was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the college. The rights and remedies of the college in the clause are in addition to any other rights and remedies provided by law or under the contract.

47. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished, the college's decision shall be final and binding on both parties.
48. **Rules Regulations, Laws, Ordinances and Licenses:** The successful bidder agrees that it shall observe and obey all the laws, ordinances regulations and rules of the federal state and local governments. It shall also comply with all of the college's rules and requirements.
49. **Force Majeure, Notice of Delay, and Non Damages for Delay:** The bidder shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the bidder or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the bidder's control, or for any of the foregoing that affect subcontractor or suppliers if no alternate source of supply is available to the bidder. In the case of delay the bidder believes is excusable, the bidder shall notify the college in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, or (2) If the delay is not reasonably foreseeable, within five (5) days after the date the Bidder first had reason to believe that a delay could result.

50. **Inspection and Acceptance of Supplies and or Equipment /Services:**

- A) **Supplies and or Equipment** - The college reserves the rights to inspect or test "All end products," ordered by and or delivered on behalf of the college and accept, reject or request correction at the expense of the contractor based on the results of inspection. Acceptance shall be conclusive, except with regards to latent defects, or fraud. Upon expiration of lease terms, both parties will inspect all equipment and shall mutually agree on compensation due as a result of any damage/defects determined to be caused by the college.
- B) **Services** - The college reserves the right to inspect all services in accordance with the contract requirements and/or as called for on the purchase order or blanket purchase agreement. Acceptance and/ or rejection shall be made as promptly as possible after completion or delivery.

51. **Remedies for Nonconformance:**

- A) If a contractor delivers a supply or service, but it does not conform to the contract or order requirements, the college shall take appropriate action in accordance with the inspection and acceptance clause of the solicitation, as supplemented by the purchase order.
- B) If the contractor fails to correct the failure the College may:
- (1) Replace or correct the failure and charge the contractor.
 - (2) Terminate the contract for cause or default.

52. **Public Entity Crimes (Purchases Greater than Category Two \$25,000.00) including Federal Grants:** Pursuant to OMB Circular A-110, Subpart B, Section 13, A person or affiliate who has been placed on either the Federal Excluded Parties List system (FEPLS) or the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal or enter into a contract to provide goods and/or services, construction or repair of a public building, leasing of real property, may not submit a proposal 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, (i.e. \$25,000) who is listed on the convicted vendor list. The Federal Excluded Parties List System can be located at: <http://epls.gov>

53. **Discriminatory Vendors List(s):** An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal or offer 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. The State of Florida Discriminatory Vendor List can be found at: <http://myflorida.com>.
54. **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 provision as determined pursuant to Section 274A of the Immigration and Nationality Act.
55. **Best Pricing Bid/Offer:** During the contract term, if the college becomes aware of better pricing offered by the successful proposer/offeror for substantially the same or a smaller quantity of a product outside of the contract but upon the same or similar terms of the contract, then at the discretion of the college the pricing under this solicitation/contract shall be immediately reduced to the lower price(s).
56. **Manufacturer's name and Approved Equivalents:** Unless otherwise specified, any manufacturer's name, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the college's prior approval, the successful proposer/offeror may provide any product that meets or exceeds the applicable specifications. The successful proposer/offeror shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The college shall determine in its sole discretion whether a product is acceptable as an equivalent.
57. **Risk of Loss:** Matters of inspection and acceptance are addressed in clause 52 entitled **Inspection and Acceptance Supplies and/or Equipment and Services** and as defined in FS 215.422, until acceptance, risk of loss or damage shall remain with the successful proposer/offeror. The successful

proposer/offeror shall be responsible for filing, processing, and collecting all damage claims. To assist the successful proposer/offeror with damage claims, the college shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; and damage inspection report. When the college rejects a product, the contractor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the successful proposer/offeror. Rejected product not removed by the successful proposer/offeror within ten (10) days shall be deemed abandoned by the same and the college shall have the right to dispose of it as its own property. The successful proposer/offeror shall reimburse the college for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

58. **Safety Standards:** Unless otherwise stipulated in the proposal all manufacturer items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any applicable Florida standards.
59. **Non-Funding:** In accordance with Florida Statue 287.0582, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event that sufficient budgeted funds are depleted or unavailable, the college shall notify the successful proposer/offeror in writing of such occurrence and the contract shall terminate without penalty or expense to the College.
60. **Rejection of Third Party Assignments:** The college reserves the right to reject third party assignments except with the prior written approval of the college.
61. **Public Meeting and Records:** All meetings as a result of this solicitation shall be conducted in strict compliance with the clause entitled "Public meetings and records; public inspection; criminal and civil penalties, "Florida Statues" 286.11.
62. **Fixed Price Contract:** Fixed price contract will result from the award of this solicitation.
63. **Owner's right to carry out the work.** If the contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of

the contract, the owner may, after seven (7) days written notice to the contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate change order shall be issued deducting from the payments then or thereafter due the contractor the cost of correcting such deficiencies. If the payments then or thereafter due the contractor are not sufficient to cover such amount, the contractor shall pay the difference to the owner.

64. **Owner's Right To Stop Work.** If the contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the contract documents, the owner may order the contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.
65. **Manufacturer's Warranty:** The contractor shall furnish a manufacturer's warranty on all equipment furnished hereunder against defect in materials and for workmanship. The manufacturer's warranty shall become effective upon the date of acceptance for the period of this contract. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the college, immediately upon notification.
- 66: **Patents and Royalties:** The proposer/offeror, without exception, shall indemnify and hold harmless the college and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyright, patented or unpatented invention, process or article manufactured or used in the performance of this contract, including its use by the college. If the proposer/offeror uses any design, devices or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in anyway involved in the work.

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SECTION B – BID/OFFER RESPONSE FORM

1.0 College of Central Florida is seeking competitive bids from qualified sources to provide lighting equipment for the Ocala campus.

Item	Manufacturer	Type	Model	Mounting	Optical System	Wattage	Color Temp	Voltage	Finish	Options	Quantity	Unit Price	Price
1	Philips - Gardco	Street / Parking	ECF 1 3 215-LA 641 NW XXX NP PTF2	1 Standard	Type 3	215LA-641A	NW Neutral White / 4000K	480	NP Natural Paint	w/ photo cell	154		
2	Philips - Gardco	Street / Parking	ECF 1 3 215-LA 641 NW XXX NP PTF2	1 Standard	Type 3	215LA-641A	NW Neutral White / 4000K	277	NP Natural Paint	w/ photo cell	3		
3	Philips - Gardco	Street / Parking	ECF 1 3 215-LA 641 NW XXX NP PTF2	1 Standard	Type 3	215LA-641A	NW Neutral White / 4000K	208	NP Natural Paint	w/ photo cell	1		
4	Visionaire	Post	APX-1-T5-64LC-3-4K-UNV-PT-SL	PT	Type V		(4K) Neutral White / 4000K	480	SL-Silver Metallic	w/ photo cell	64		
5	Visionaire	Post	APX-1-T5-64LC-3-4K-UNV-PT-SL	PT	Type V		(4K) Neutral White / 4000K	277	SL-Silver Metallic	w/ photo cell	87		
6	Visionaire	Post	APX-1-T5-64LC-3-4K-UNV-PT-SL	PT	Type V		(4K) Neutral White / 4000K	208	SL-Silver Metallic	w/ photo cell	5		
TOTAL													

This form must be completed and returned with your bid submittal

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SECTION C – TENTATIVE SOLICITATION SCHEDULE

1.0 THE SOLCITATION SCHEDULE, WHICH MAY BE SUBJECT TO CHANGE, IS AS FOLLOWS

Date & Time	Activity, Location
Tuesday, May 30, 2017 and Wednesday, May 31, 2017	ITB Advertised and (distributed)
Thursday, June 1, 2017	Last Day for Questions
Monday, June 5, 2017 @ 2:00 p.m.	Bid Due Date and Submission to: CF Purchasing Department 3001 SW College Road Founders Hall/Bldg. 1/Room 109 Ocala, FL. 34474 (<i>Caution-Late Bids will be returned</i>)
Monday, June 5, 2017 @ 2:15 p.m.	Public Bid Opening at: CF Purchasing Department 3001 SW College Road Founders Hall/Bldg. 1/Room 105 Ocala, FL. 34474
June 6, 2017 – June 8, 2017	72 Hour Bid Tabulation Posting
Monday, June 12, 2017	Recommendation for Award
Wednesday, June 28, 2017	Board Award Approval
Wednesday, June 28, 2017	Commence Service

Any changes to the schedule will be provided to all interested parties via written addendum.

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SECTION D - GENERAL INFORMATION

1.0 Contract Terms/Solicitation Award

- 1.1 The terms, specifications and conditions contained within the Solicitation, Offer and Award ITB 17-5 Ocala Main Campus Site Lighting Upgrades shall constitute the total contractual terms and conditions between the successful bidder unless modified by written change order and no further conditions will be accepted.

2.0 CF Contact

- 2.1 All questions relating to this solicitation shall be directed in writing to the Director of Purchasing Stewart E. Trautman, Jr.:

College of Central Florida
Purchasing Department
3001 SW College Road
Founders Hall/Rm 109
Ocala, Florida 34474

- 2.2 Telephone inquiries can be directed to the number provided on page 1, Solicitation, Offer and Award, Block 6.

3.0 Change Orders

- 3.1 All changes to the solicitation after award will be executed using an amendment to the solicitation issued by the purchasing department.

4.0 Acknowledgement

- 4.1 By submitting a solicitation/offer the bidder acknowledges that he/she has read ITB 17-5 in its entirety and understands the requirement, and further agrees to be bound by the solicitations terms and conditions contained herein.

5.0 Time Period of Acceptance

- 5.1 The bidder warrants that the prices, terms and conditions submitted in response to ITB 17-5 shall be firm for a period of at least **120 calendar** days from the due date unless otherwise stated on page 1, Solicitation, Offer and Award.

6.0 Contract Administration

- 6.1 Services of successful bidder (contractor) shall be under the general direction of the Director of Purchasing, Stewart E. Trautman, Jr. or an authorized designee.

7.0 Minimum Requirements

- 7.1 The successful offeror/bidder shall demonstrate the full capacity to perform this service as defined in the solicitation, while possessing the necessary experience and qualifications to meet the minimum requirements and be determined responsive and responsible under the terms and conditions of the solicitation.

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Ocala Main Campus Site Lighting Upgrades

SECTION E - SCOPE OF SERVICES

1.0 Materials Only – No Labor

Provide all materials for the Ocala Main Campus Site Lighting Upgrades. Replacement of the street light fixture, parking lot light fixtures, post light and walkway light fixture with LED fixtures.

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Ocala Main Campus Site Lighting Upgrades

SECTION F-SOLICITATION SUBMITTALS

The following items must be fully executed and submitted with the bid response:

- | | | |
|----|-------------------------------------|----------|
| 1. | Solicitation, Offer and Award | Page: 1 |
| 2. | Bid/Offer Response Form | Page: 11 |
| 3. | Drug Free Workforce Certification | Page: 17 |
| 4. | Affidavit of Compliance | Page: 18 |
| 5. | Statement of No Bid (if applicable) | Page: 19 |

Failure to submit the above documents may result in a determination of Non-Responsiveness

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SECTION G - SPECIAL PROVISIONS

1.0 Access and Audits

- 1.1 BIDDER shall maintain adequate records to justify all charges and costs incurred in performing the work for at least two (2) years after completion of this Agreement. CF shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at CF cost upon seven (7) calendar days written notice.
- 1.2 The auditor will need access to the following documents during an audit:
- (a) All paid vouchers include those for out-of-pocket expenses, and other reimbursements supported by invoices, including Bidder's copies of periodic estimate for partial payment
 - (b) Ledgers
 - (c) Cancelled checks
 - (d) Deposit slips
 - (e) Copies of all contracts and copies of any contract amendments/change orders
 - (f) Insurance documents
 - (g) Payrolls
 - (h) Time sheets
- 1.3 The above listed records may be kept on bidder's premises, and be made available at that location.

2.0 Purchase Orders (If applicable)

- 2.2. CF shall issue a Purchase Order (PO) for encumbrance and payment purposes.
- 2.3. All terms and conditions, Specifications, Scope of Work shall be incorporated by reference.

3.0 Invoice Requirements

- 3.1. One (1) original invoice shall be forwarded to **College of Central Florida, Founders Hall, Accounts Payable, Building 1, Room 112, Ocala Florida 34474** for payment processing upon receipt and acceptance by College of Central Florida. Please include Purchase Order Number (PO Number) on invoice forwarded. Upon receipt, acceptance and approval payment will be made.
- 3.2. Payment Terms - College of Central Florida payment terms are net/30 days.

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SECTION H-REPRESENTATIONS AND CERTIFICATIONS

DRUG FREE WORKFORCE CERTIFICATION

The undersigned Proposer/Offeror in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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 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 *novo contend ere*, 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.

Company Name _____
(Print or Type Company Name here)

**Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award**

Title

Signature of Authorized Representative as shown above

Date Signed

NOTARY _____

SEAL

DATE SIGNED _____

This form must be completed and returned with your bid submittal.

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SECTION H- REPRESENTATIONS AND CERTIFICATIONS

AFFIDAVIT OF COMPLIANCE

To be submitted with bid/offer forms:

_____ We **DO NOT** take exception to the Bid/Offer/Specifications.

_____ We **TAKE** exception to the Bid/Offer/Specifications as follows:

Company Name _____
(Print or Type Company Name here)

Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award

Title

Signature of Authorized Representative as shown above

Date Signed

This form must be completed and returned with your bid submittal.

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SECTION H- REPRESENTATIONS AND CERTIFICATIONS

STATEMENT OF NO BID

If your company does not intend to submit an offer on this requirement please complete and return this form prior to the date shown for receipt of proposals to the address cited in block #6, Solicitation, Offer and Award, page 1 of this solicitation:

We, the undersigned, have declined to bid on the above referenced Request for Proposal for the following reason(s):

Please check appropriate item(s):

- Scope of Work or Terms and Conditions are too "restrictive."
(Please explain below.)
- Unable to meet requirements
- ITB was unclear. (Please explain below.)
- Insufficient time to respond
- We do not offer this type of service or equivalent.
- Our employee man loading would not permit us to perform.
- Unable to meet bonding or insurance requirements (if applicable)
- Other (Please explain below.)

REMARKS:

- Please remove our company from your "Mailing List":

Company Name _____
(Print or Type Company Name here)

Type or Print Name & Title Authorized Representative as shown on Page 1, Solicitation/Offer and Award	Title
Signature of Authorized Representative as shown above	Date Signed

This form must be completed and returned with your bid submittal.