



SOLICITATION / OFFER and AWARD
-an equal opportunity college-

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Description: Beverage Services

1. BID Number
18-1

2. RFP/ITN Number

3. Type of Solicitation
 Invitation to Bid (ITB)
 Request for Proposal (RFP)
 Request for Qualification (RFQ)

4. Issue Date

12/10/18

5. Purchase Order Number

N/A

6. ISSUING OFFICE:

College of Central Florida
Director of Purchasing
 3001 S.W. College Road
 Founder's Hall Room 109
 Ocala FL 34474-4415

7. CONTACT INFORMATION

To Receive Documents: **Mary LaPointe, Staff Assistant IV**
Phone: (352) 854-2322 Ext. 1527

For Solicitation Inquiries: **Stewart E. Trautman, Jr.**
Director of Purchasing
 Phone: (352) 854-2322 Ext. 1227
 Email: traumas@cf.edu

PART I

SOLICITATION (Solicitation means an invitation to Bid, a request for proposal, or a invitation to negotiation)

8. Sealed original offers for furnishing the goods/and or services prescribed herein will be accepted at the location specified in block 6, if hand carried, delivered or via Mail, will be received until **2:00 PM** local time (hour) **on December 10, 2018**. Vendors shall submit one (1) original and one (1) copy.

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)

10. In strict compliance with the above and contents prescribed herein, the undersigned agrees, if this offer is accepted within _____ calendar days (120 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.

11. ACKNOWLEDGEMENT OF ADDENDUMS (The Proposer/Offeror acknowledges receipt of addendums to the solicitation and related documents)	11. ADDENDUM NO	DATE	ADDENDUM NO	DATE	ADDENDUM NO	DATE
	12. NAME AND ADDRESS OF PROPOSER/OFFEROR: Company Name:			12A. TELEPHONE NO		12B. FAX NO
	Address:			12C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)		
	City	State	Zip	SIGNATURE (PERSON AUTHORIZED TO SIGN)		
	Federal Tax ID or Social Security #:			Title	Date Signed	
12D. PROPOSED WARRANTY PERIOD _____(DAYS) After receipt of order(ARO) or Notice to Proceed(NTP)	13. REPRESENTATIONS AND CERTIFICATIONS					
	STATE CERTIFIED VENDOR? Yes <input type="checkbox"/> No <input type="checkbox"/>		Certification Number: _____			
	(Please check one)		Effective Dates: _____ to _____			
12E. PAYMENT TERMS _____ (if other than Net 30)	CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)? (Please check one)		Yes <input type="checkbox"/> No <input type="checkbox"/> Florida CMBE Certification No. _____			
	(Please check one)		Effective Dates: _____ to _____			
12F. DELIVERY TERMS _____ (if other than FOB Dest)	Minority Type (Code) _____ Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories)					
	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 CC)

14. PROPOSAL/OFFER ACCEPTED AS TO ITEMS NUMBERED BELOW (Proposal/Offer Response Form)	15. AWARD AMOUNT	16. Budget Code	GLC Code
	\$ _____	17. Funding Verification	_____
_____			AVP Financial Operations (or designee) _____
_____			Date _____

REQUIRED SIGNATURES

18. AWARD RECOMMENDATION: _____ DIRECTOR OF PURCHASING (or designee) _____ DATE _____

AWARD CONCURRENCE: _____ VICE PRESIDENT OF FINANCE AND ADMINISTRATION (or designee) _____ DATE _____

AWARD APPROVAL: _____ CCF PRESIDENT OR DISTRICT BOARD OF TRUSTEES, CHAIR (or designee) _____ DATE _____

SECTION A - SOLICITATION/OFFER AND AWARD**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 5 Submit fully executed proposal/offer to the address located in block number 5.
2. Block 9 Complete if offer acceptance period is greater/less than 180 calendar days.
3. Block 10 Individually acknowledge any (all) addendums issued by entering date and addendum number(s) by indicating date received and addendum number.
4. Block 11 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 11A Enter business telephone number including area code and seven (7) digit number.
6. Block 11B Enter business fax telephone number including area code and seven (7) digit number.
7. Block 11C Type or print name of authorized company representative. Original signature is required.
8. Block 11D Enter proposed warranty information.
9. Block 11E Enter proposed payment terms if other than net 30 days
10. Block 11F Enter delivery terms if other than FOB destination CCF Ocala, FL
- 11 Block 12 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

DEFINITIONS

- a. **College** and/or **CCF**: Refers to College of Central Florida, Hampton, Levy and Citrus campuses and Appleton Museum of Art.
- b. **Board**: Refers to District Board of Trustees College of Central Florida.
- c. **Bid**: 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 a bid.
- e. **Offeror/Proposer/Sponsor**. 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. **CBME**: 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.

SECTION A

Terms and Conditions and Information for Proposers/Offerors

1. **Term of Services:** The term of this contract will be for three (3) base years with two (2) one (1) year options.

BASE YEARS			OPTION YEARS	
15 April 2019	15 April 2020	16 April 2021	16 April 2022	16 April 2023
14 April 2020	15 April 2021	15 April 2022	15 April 2023	15 April 2024

2. **Contact:** Any questions concerning this bid must be directed to the purchasing office staff or other college officials as indicated herein. Contact with any other CCF 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 Non-Mandatory/Mandatory Pre-Bid conference or site visit.

3. **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
- ▶ Bid number and title

Bids which do not comply with these requirements may be rejected at the option of CCF.

4. **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 bid document must be initialed in ink. The original bid 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.

5. **Number of Proposal Copies:** One (1) original and one (1) copy of the complete set of the proposals shall be submitted to the Purchasing Department Bldg. 01/Room 109 on the proposal due date.

6. **Delays:** CCF, at its sole discretion, may delay the scheduled due dates if it is to the advantage of CCF to do so and CCF will notify bidders.

SECTION A**Terms and Conditions and Information for Proposers/Offerors**

7. **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 bid submitter 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.
8. **Bid Opening:** Shall be open to the public and will be held on Monday, December 10, 2018 at 2:15 p.m. in room 105. Sealed bids must be submitted either by mail or personal delivery so that they are in receipt of the College's Purchasing Department, Room 109, Founder's Hall, Building 1 at 3001 SW College Road, Ocala Florida, 34474, on or before Monday, December 10, 2018 at 2:00 p.m. 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 (352) 854-2322 ext. 1527 at least 48 hours in advance of the bid opening.
9. **Late Bids:** The bid opening time shall be fully adhered to. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. CCF 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.
10. **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.

SECTION A**Terms and Conditions and Information for Proposers/Offerors**

11. **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.

12. **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 bid 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, Founder's Hall/Room 112, 3001 S.W. College Road, Ocala, FL 34474.
 - 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. CCF'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.
13. **Taxes:** The college does not pay federal, excise and state sales taxes. Do not include them on invoices. The applicable tax exemption number is:

FLORIDA SALES TAX

85-8012739697C-7 (4/30/2015 - 4/30/2020)

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

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15. **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.
16. **Additional Terms and Conditions:** Unless expressly accepted by CCF 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 bid 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 bid documents are the only conditions applicable to this bid, and the bidder's authorized signature on the Bid Response Form attests to this.
17. **Interpretations:** All bidders shall carefully examine the bid 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 CCF 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 bid documents shall be requested in writing, and received by CCF's Purchasing Director no later than seven (7) calendar days prior to the bid opening. No person is authorized to give oral interpretations of or make oral changes to the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all bidders.

18. **Addendum:** CCF will record its responses to inquiries, clarifications, any supplemental instructions, and/or necessary revisions to bid documents, in the form of a written addendum. Should revisions to the bid documents become necessary, CCF will provide a written addendum to all bidders who received a bid package from the Purchasing Department.

Bidders who obtain bid documents from other sources must officially register with CCF'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, block 11.

SECTION A**Terms and Conditions and Information for Proposers/Offerors**

19. **Conflict of Interest:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of CCF. All bidders must disclose the name of any CCF employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
20. **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.
21. **Drug-Free Workplace:** Whenever two or more bids which are equal with respect to price, quality, and service are received by CCF for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug Free Workforce form (page 34) certifying that it is a Drug Free Workforce shall be given preference in the award process.
22. **Acceptance/Rejection:** CCF reserves the right to accept or reject any or all bids and to make the award to that bidder, who in the opinion of CCF will be in the best interest of and/or the most advantageous to CCF. CCF 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 CCF's opinion, is not in a position to perform the scope of services properly. CCF 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.
23. **Posting of Recommendation for Award:** Recommendation for award will be posted for review by interested parties at the Purchasing Department website prior to submission to the appropriate level of authority for final approval of award, and will remain posted for a period of 72 hours three (3) business days after bid opening.
24. **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. CCF 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 CCF has entered into a contractual agreement or issued a purchase order.
25. **EEO Statement:** CCF 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.

SECTION A**Terms and Conditions and Information for Proposers/Offerors**

26. **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.
27. **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 bid 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. CCF reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to CCF.
28. **Permits/Licenses/Fees:** Any permits, licenses, or fees required will be the responsibility of the bidder. No separate or additional payment will be made.
29. **Indemnification:** The bidder, without exemption, shall indemnify and save harmless CCF, its employees, volunteers and/or any of its Board of Trustee 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 CCF the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, CCF 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.
30. **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 CCF.
31. **Assignment:** Any purchase order or contract issued pursuant to this bid and the monies which may become due hereunder are not assignable except with the prior written approval of CCF, through the Purchasing Department.
32. **Compliance with Occupational Safety and Health:** Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable OSHA requirements. Bidder further certifies that, if he/she is the bidder and the material, equipment, etc., delivered is subsequently found to be defective in any applicable OSHA requirement in effect on the

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date of delivery, all costs necessary to comply with the requirements shall be borne by the bidder.

33. **Disqualification of Bidder:** Any or all bid 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.
34. **Changes/Adjustments/Deviations:** No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding ONLY if issued by CCF 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.
35. **Public Records:** Upon determination of the recommendation for award bids then become “public record” and shall be subject to public disclosure consistent with Florida Statutes. 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.
36. **Bid Preparation Costs:** Neither CCF nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.
37. **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.
38. **Inspection of Bidder’s Facilities:** CCF 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.
39. **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 bid.
40. **Site Visit:** CCF 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. Vendors will also have to visit each site noted in the solicitation.

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41. **Protest:** Failure to file a protest within the time prescribed in F.S.120.57(3), and F.S.120.57(3)(b), shall constitute a waiver of proceeding. In accordance with F.S. 287.042, 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.
42. **References:** Bidders shall submit a list of three (3) current and/or past references with their bid submittal (page 31). 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 CCF may be sending a reference questionnaire via email. Do not list persons who are unable or unwilling to answer specific questions regarding your performance.
43. **Bidders Conditions:** Any conditions to be made as part of the bid/offer should be submitted on the "Affidavit of Compliance" (page 32), provided herein and fully executed as instructed.
44. **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.
45. **Renewal:** Any agreement resulting in the award of this bid may be renewed upon mutual written consent for the additional period specified when applicable.
46. **Additional Quantities:** The college reserves the right to purchase additional quantities at the prices offered in this invitation when applicable. If additional quantities are not acceptable, the Bid Offer Response form must state "BID IS FOR SPECIFIED QUANTITY ONLY."

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47. **Bonding**: A performance bond shall be provided as specified in Section D, General Information, paragraph 13.1, page 23. The amount shall be determined by the college to be reasonable and necessary to protect the best interest of the college. The bond may be in the form of a surety bond, cashier's check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the college in case the bidder shall fail or refuse to execute the contract.
48. **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 CCF and bidder, and CCF shall not be a party to any transaction between the bidder and any other purchaser.
49. **Purchases by Other Entities (Piggy-Back)**: In accordance with State Board of Education rule 6A-14.0734 (2)(c), the successful awardee may extend stated bid prices to any other college institution 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.
50. **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.
51. **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.

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52. **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.
53. **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) a bid 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 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.
54. **Termination within first year of contract:** If the awarded contract is terminated or cancelled within the first year of the contract period, the college may elect to negotiate and award the contract to the next lowest responsive and responsible bidder or to issue a new Invitation to Bid, whichever is determined to be in the best interest of college.
55. **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.
56. **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.
57. **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

SECTION A**Terms and Conditions and Information for Proposers/Offerors**

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) calendar 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) calendar days after the date the bidder first had reason to believe that a delay could result.

58. 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.

59. 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.

60. Equitable Adjustment: The college in its sole discretion may make an equitable adjustment in the contract terms and/or pricing if or availability of supply is affected by extreme and unforeseen volatility in the market-place that is by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the contractor’s control

SECTION A

Terms and Conditions and Information for Proposers/Offerors

2. The volatility affects the marketplace or industry, not just the particular contract source of supply
3. The effect on pricing or availability of supply is substantial, and;
4. The volatility so affects the contractor that continued performance of the contract would result in a substantial loss.
5. Regulated changes in the CPI or PPI

Price adjustment request shall be submitted in writing to the purchasing department as soon as possible. A written determination will be made within 10 calendar days after receipt of price change request.

61. **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>.
62. **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>.
63. **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.
64. **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

SECTION A

Terms and Conditions and Information for Proposers/Offerors

the contract, then at the discretion of the college the pricing under this solicitation/contract shall be immediately reduced to the lower price(s).

65. **Risk of Loss**: Matters of inspection and acceptance are addressed in the clause entitled Inspection and Acceptance Supplies and/or Equipment and Services and as defined in FS215.422, 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) calendar days after notification or rejection. Upon rejection notification, the risk of loss of rejected or nonconforming product shall remain with the successful proposer/offeror. Rejected product not removed by the successful proposer/offeror within ten (10) calendar 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.
66. **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.
67. **Non-Funding**: In accordance with Florida Statute 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.
68. **Rejection of Third Party Assignments**: The college reserves the right to reject third party assignments except with the prior written approval of the college.
69. **Lobbying**: The expenditure of funds from grants and aids appropriations, for the purpose of lobbying the legislature or a state agency is prohibited. This condition is applicable to Florida state appropriated grants and aids.
70. **Travel Expenses**: Proposer/offeror shall not charge the college for any travel expenses, meals, and lodging without college's prior written approval. Upon obtaining college's written approval, proposer may be authorized to incur travel expenses payable by the college to the extent and means provided by Chapters 287.058(1) and 112.061, Florida

SECTION A

Terms and Conditions and Information for Proposers/Offerors

Statutes. Any expenses in excess of the prescribed amounts shall be borne by the proposer.

71. **Public Meeting and Records**: All meetings as a result of this solicitation shall be conducted in strict compliance with Florida Statutes 286.11.
72. **Firm Fixed Price with Equitable Adjustments Contract**: A fixed price with equitable adjustment contract will result from the award of this solicitation.
73. **Background Screening Requirements**: The College Board of Trustees is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will represent and warrant that the personnel assigned to the project do not possess criminal records that would violate the College Board's standards for employment set forth policy.
74. **Fingerprinting**: Pursuant to Florida Statute 435.05 titled "Employment Screening" bidder agrees that as a condition of entering into this contract bidder shall conduct and pass a "Level 2" security background investigation on all prospective employees prior to them working on CCF premises. Pursuant to Florida Statute 435.05 titled "Requirements for covered employees and employers" contractor will prohibit any of their employees from working on CCF premises whose "Level 2" screening demonstrates that he/she failed to report criminal convictions accurately on the employment application form and for any disqualifying offenses while employed. Pursuant to Florida Statute 435.07 titled "Exemptions from Disqualification" contractor shall follow Florida Statute 435.07 (1) (a) 1. Pursuant to Florida Statute 435.07 (4) (b) contractor shall note that no exemption may be granted to any person who is a sexual predator, sexual offender, or career offender regardless of the amount of time that has lapsed since the disqualifying offense. Contractor must certify to CCF on at least an annual basis of the review and compliance of this contract item.
75. **Jessica Lunsford Act**: A criminal record check shall be made for each person prior to employment/assignment to the agreement. The successful proposer will be required to certify to CCF that all personnel working on the college contract shall have no criminal record/history for the past five (5) years. Any personnel having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Laws of Florida or any other state, with ten (10) years immediately preceding the date of his/her original employment application with the proposer will be forbidden to be assigned by the awardee to work at the college.

SECTION A

Terms and Conditions and Information for Proposers/Offerors

76. **Substantiation**: Successful proposer shall submit gross sales record on a monthly basis to substantiate commission payments to CCF.
77. **Performance Evaluation**: At the end of the contract, the college may evaluate the vendor's performance. This evaluation will become public record.
78. **Contract Fulfillment**: Vendors who enter into an agreement with the college and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) years bid debarment for serious contract failures.

SECTION B**Bid/Offer Response Form**

- 1.0 Advanced Fees: (See para. 1.8 below) \$ _____
- 1.1 Sponsorship Fees: (See para. 1.9 below) \$ _____
- 1.2 Capital Fees: (See para. 1.10 below) \$ _____
- 1.3 Commission Rates: (see para. 1.11 below) \$ _____
- 1.4 Annual Scholarship: (Amount per year for 5 years) \$ _____
- 1.5 Number of free canned/bottled cases of beverage per month \$ _____
- 1.6 Additional items for consideration (See para. 1.12 below) Submit with bid
- 1.7 The bidder will pay the college the sponsorship fees, capital fees and commission rate fees in quarterly payments of \$_____.
- 1.8 For the rights described herein, sponsor agrees to pay college for the entire term (the “advanced fee”). The advanced fee will be paid within thirty (30) calendar days of the date that this agreement is fully executed and shall be deemed earned evenly over the entire term.
- 1.9 Sponsor agrees to pay college each agreement year of the term to support college special events (the “sponsorship fees”). Each agreement year’s payment will be paid in equal quarterly installments and will be payable in arrears, within thirty (30) calendar days after the end of each applicable three-month period. The college will provide sponsor an invoice for the sponsorship fees at least thirty (30) calendar days prior to the due date of each payment required hereunder.
- 1.10 Sponsor agrees to pay college each agreement year of the term for repairs and/or replacements of sports capital equipment such as signs, sports equipment or improvements to campus facilities, as determined by college (the “capital fees”). Each agreement year’s payment will be paid in equal quarterly installments and will be payable in arrears, within thirty (30) calendar days after the end of each applicable three-month period. The college will provide sponsor an invoice for the capital fees at least thirty (30) calendar days prior to the due date of each payment required hereunder.
- 1.11 Sponsor shall pay college commissions at a rate based on a percentage of cash collected on a quarterly basis less taxes, recycling fees, state-mandated deposits and associated handling fees. The initial vend prices and commission rates are as follows:

SECTION C

ITB SCHEDULE OF EVENTS

1.0 The solicitation schedule, which may be subject to change, is as follows:

Date & Time	Activity, Location
Monday, December 10, 2018 Monday, December 17, 2018 Monday, January 7, 2019	ITB Advertised (and distributed)
Monday, January 14, 2019 10:00 a.m.	Mandatory Pre-Bid Conference To be held at: College of Central Florida 3001 SW College Road Founders Hall/Bldg. 1/Board Room Ocala, FL 34474
Tuesday, January 22, 2019 4:30 p.m.	Last Day for Questions
Tuesday, February 5, 2019 2:00 p.m.	Bid Due Date and Submission to: CCF Purchasing Department 3001 SW College Road Founders Hall/Room 109 Ocala, FL 34474 One (1) original and one (1) copy <i>(Caution-Late Bids will be returned)</i>
Tuesday, February 5, 2019 2:15 p.m.	Public Bid Opening at: College of Central Florida 3001 SW College Road Founders Hall/Room 105 Ocala, FL 34474
Wednesday, February 6, 2019 to Friday, February 8, 2019	72 Hour Bid Tabulation Posting
Wednesday, March 6, 2019	Recommendation of Award to VP Administration & Finance
Wednesday, March 27, 2019	Board Award Approval
Monday, April 15, 2019	Commence Contract
Monday, April 15, 2024	Final Completion Date

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

SECTION D**GENERAL INFORMATION****1.0 College of Central Florida Information:**

1.1 A typical schedule for the college has the campuses open for classes from 7:00 a.m. to 10:30 p.m., Monday through Friday, with reduced schedules and/or special classes and/or college sponsored events on Saturdays and Sundays. There are normally two breaks during the year, one in the spring and the other during the December holiday season. While the spring break is one week in duration, the December holiday break may be one to two weeks in duration. Additional information regarding the college calendar can be found on the official college website at www.cf.edu.

1.2 College of Central Florida was founded in 1957 as one of 28 public community colleges in Florida and recently became a four year college. The college also has the Citrus Campus, Hampton Campus, Jack Wilkinson Campus and the Appleton Museum of Art.

2.0 Solicitation:

2.1 The terms, specifications and conditions contained within the Solicitation, Offer and Award of ITB 18-1 shall constitute the total contractual terms and conditions between the successful bidder unless modified by written amendment (change order) and no further conditions will be accepted.

3.0 CCF Contact:

3.1 All questions relating to this solicitation shall be directed in writing to:

Attn: Stewart E. Trautman, Jr. Director of Purchasing
College of Central Florida
3001 SW College Road
Founders Hall/Rm 109A
Ocala, Florida 34474

Telephone inquires to this solicitation shall be directed to (352) 873-5815.

3.2 All technical questions relating to this solicitation shall be directed in writing to:

Attn: Mr. Tommy Morelock, Director of Facilities
and/or to Katie Potts, Facilities Operation Manager
College of Central Florida
Facilities and Plant Operations
Building 10, Rooms 107
Ocala, Florida 34474

SECTION D

GENERAL INFORMATION

4.0 **Bid Opening:**

4.1 Only the bidder's name, and the information on Section B – Bid/Offer Response Form along with receipt of required submitted forms shall be read aloud at the public bid opening on the date and time specified.

5.0 **Change Orders:**

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

6.0 **Acknowledgement:**

6.1 By submitting a solicitation/offer the bidder acknowledges that he/she has read ITB 18-1 in its entirety and understands the requirement, and further agrees to be bound by the solicitations terms and conditions contained herein.

7.0 **Time Period of Acceptance:**

7.1 The bidder agrees that the prices, terms and conditions submitted in response to ITB 18-1 shall be firm for a period of at least 120 calendar days from the date of submittal.

8.0 **Professional Licenses/Certifications:**

8.1 Bidders shall include copies of all current and applicable state, federal and local licenses and/or permits necessary for performance of the requirements of this solicitation at no cost to the college along with the bid submittal.

9.0 **Contract Administration:**

9.1 Services of successful bidder shall be under the general direction of the Director of Purchasing, Stewart E. Trautman, Jr. or an authorized designee.

10.0 **Contract Manager:**

10.1 The Contract Manager under the subject solicitation will be the Director of Purchasing, Stewart E. Trautman, Jr., who can be reached at (352) 873-5815.

SECTION D

GENERAL INFORMATION

11.0 **Minimum Requirements:**

11.1 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.

12.0 **Solicitation Award:**

12.1 A fully executed copy of the Solicitation, Offer and Award form (Page 1) will constitute the entire contract/agreement between the parties and no other document will be issued.

13.0 **Bonding Requirements:**

13.1 A performance bond in the penal sum of one hundred percent (100%) of the total bid amount shall be requested by the college to the awardee, once the bid has been awarded. Failure to submit an acceptable performance bond may result in determination of non-responsiveness.

SECTION E

SCOPE OF SERVICES

1.0 **Intent:**

- 1.1 The college is seeking sealed bids from beverage companies interested in providing beverage services at the College of Central Florida, Hampton and Levy Campuses. The bidder's products will be exclusive carbonated soft drinks, isotonic, juice and juiced based products, ready to drink tea, water and other beverage products. In addition, one (1) competitor's soft drink vending machine may be permitted in the cafeteria (Bldg 5). Citrus campus will be serviced out of another region.
- 1.2 The cafeteria (Bldg. 5) and the athletic department (Bldg. 6) shall also be provided new soft drink fountain machines.
- 1.3 Bidder's shall install vending machines and post mix fountain-dispensing equipment at mutually agreed upon locations throughout the college and affiliated campuses. Prior to installation the bidder and college will agree upon locations, the number of vending machines to be installed and the type and brands of beverage sold or made available at each location. bidder will use reasonable efforts to keep the vending machines fully stocked at all times during the term of this bid. The equipment will bear a sticker identifying the unit as the property of the bidder and will have the latest state of art technology to secure the machines. All equipment will at all times remain the sole property of the bidder.
- 1.4 Bidder shall maintain a twenty-four hour (24) answering service, provide vending repairs Monday through Friday and maintain a three (3) to four (4) hour response time for service requests initiated by the college.

2.0 **Background:**

- 2.1 College of Central Florida is a State College serving Marion, Citrus and Levy counties, and is a political subdivision of the State of Florida.

3.0 **Independent Vendor:**

- 3.1 It is agreed by the parties that, at all times and for all purposes within the scope of this solicitation, the relationship of the vendor to CCF is that of independent vendor and not that of an employee. No statement contained in this ITB 18-1 solicitation shall be construed so as to find the vendor an employee of the owner, and the vendor shall be entitled to none of the rights, privileges or benefits of CCF employees except as noted.

SECTION E

SCOPE OF SERVICES

4.0 Delivery Requirement:

- 4.1 Delivery of vending machines and product shall be in accordance with special provisions as noted on page 28, paragraph 1.10.

SECTION F

SOLICITATION SUBMITTALS

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

- | | |
|--|---------------|
| 1. Solicitation, Offer and Award | Page: 1 |
| 2. Bid/Offer Response Form | Page: 19 - 20 |
| 3. Statement of No Bid (if applicable) | Page: 30 |
| 4. References | Page: 31 |
| 5. Affidavit of Compliance | Page: 32 |
| 6. Performance Bond | Page: 33 |
| 7. Drug Free Workforce Certification | Page: 35 |
| 8. Disputes Disclosure Form | Page: 36 |
| 9. Certificate of Insurance Requirements | Page: 37 - 41 |

SECTION G

SPECIAL PROVISIONS/TERMS

- 1.0 BIDDER AGREES TO:
- 1.1 Not permit the college or other parties to repair, replace, relocate, move or remove any equipment. At all times during the term, the equipment will be used solely for the purpose of distributing beverages and will remain the sole property of the bidder.
 - 1.2 Comply with all laws, ordinances, regulations, orders and directives issued by any public health agency affecting the operation of the beverage services. Employees and any other agents of the Bidder will conform to all rules established by the college to govern the conduct of persons in or about the premises.
 - 1.3 Maintain the highest standards of sanitation, cleanliness and general housekeeping of machines.
 - 1.4 Not permit anything to be done on the premises nor bring to the premises anything, which will, in any way, increase the fire insurance rate or premium on the buildings or which will constitute a nuisance or create a dangerous or hazardous condition.
 - 1.5 Accept all risk and responsibility for the direct or indirect costs of vandalism or damage to or destruction of any vending equipment to include theft or unauthorized removal of cash from the beverage equipment.
 - 1.6 Pay all taxes that may be imposed upon the bidder or the college as a result of its operations.
 - 1.7 Procure at its expense all necessary licenses and permits required by law.
 - 1.8 Service each machine a minimum of three (3) times a week. The bidder will replace old, outdated beverage machines.
 - 1.9 Ensure if a machine is removed due to default under the terms and conditions of the bid, such removal will not affect the minimum commission guaranteed to the college.
 - 1.10 Have all beverage machines in place at all locations agreed upon within thirty (30) calendar days after approval by the Board.
 - 1.11 The proceeds of all beverage machine sales generated by this bid will be the property of the bidder and will be collected by the bidder from each vending machine no less frequently than one (1) time in any seven (7) calendar days period.
 - 1.12 Provide one (1) new additional post-mix beverage machine for the Athletic Department.

SECTION G

SPECIAL PROVISIONS/TERMS

- 1.13 Provide one (1) new additional post-mix beverage machine for the Cafeteria.
- 1.14 Competitive products may be made available at the campus during up to six (6) special events each agreement year in which such event participants received donated competitive products. Sponsor's beverage availability, promotional and other rights under this agreement will not otherwise be affected during any such special event. Each special event will not be longer than two (2) consecutive days in duration. College shall provide sponsor with no less than thirty (30) calendar days prior written notice that it intends to designate an event at the campus as a special event in which competitive products will be made available.
- 1.15 Bidder shall comply with the submission of revenue checks to the college as noted in paragraphs 1.7 thru 1.10 on page 19.
- 1.16 Bidder will coordinate with the Director of Facilities or the Facilities Operation Manager (page 22, paragraph 3.2) regarding current placement of vending machines --- whether they are in compliance or if machines need to be moved.

SECTION H

REPRESENTATIONS AND CERTIFICATIONS

STATEMENT OF NO BID

If your company does not intend to propose on this solicitation, please complete and return this form prior to the date shown for receipt of bids to:

Attn: Stewart E. Trautman, Jr., Director of Purchasing
College of Central Florida
3001 SW College Road
Founders Hall/Bldg. 1/Room 109
Ocala, Florida 34474

Failure to submit either a bid or a statement of no bid shall be cause for removal from future mailing lists.

We, the undersigned, have declined to propose on the above referenced Invitation to Bid for the following reason(s):

- Scope of Work/Services or Terms and Conditions are too "restrictive."
- Unable to meet requirements
- Bid was unclear
- 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 bond or insurance requirements
- Other
- Remove us from your bidders list

COMPANY: _____

SIGNATURE/TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____

This form must be completed and returned if submitting a "No Bid"

SECTION H

REPRESENTATIONS AND CERTIFICATIONS

REFERENCES

List three (3) references for contracts that your firm or entity now holds or has recently completed similar to the same size and scope as this solicitation within the last five (5) years.

1. _____
 LOCATION NAME

 ADDRESS

 CONTACT PERSON TITLE

 TELEPHONE NUMBER FAX NUMBER

 DATE OF CONTRACT LENGTH OF CONTRACT CONTRACT AMOUNT

2. _____
 LOCATION NAME

 ADDRESS

 CONTACT PERSON TITLE

 TELEPHONE NUMBER FAX NUMBER

 DATE OF CONTRACT LENGTH OF CONTRACT CONTRACT AMOUNT

3. _____
 LOCATION NAME

 ADDRESS

 CONTACT PERSON TITLE

 TELEPHONE NUMBER FAX NUMBER

 DATE OF CONTRACT LENGTH OF CONTRACT CONTRACT AMOUNT

This form must be completed and returned with your bid submittal

SECTION H

REPRESENTATIONS AND CERTIFICATIONS

AFFIDAVIT OF COMPLIANCE

_____ We **DO NOT** take exception to the ITB 18-1.

_____ We **TAKE** exception to the ITB 18-1 as follows:

Company
Name

_____ (Print or Type Company Name here)

_____ Type or Print Name & Title Authorized Representative

_____ Title

_____ Signature of Authorized Representative as shown above

_____ Date Signed

This form must be completed and returned with your bid submittal

SECTION H - REPRESENTATIONS AND CERTIFICATIONS

PERFORMANCE BOND	DATE BOND EXECUTED (Must not be later than bid opening date)			
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION (check applicable box below)			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF CORPORATION			
SURETY(IES) (Name and business address)	PENAL SUM OF BOND			
	MILLIONS	THOUSANDS	HUNDREDS	CENTS
	DATE	AGREEMENT NUMBER		

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal – (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by College of Central Florida, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

	1.	2.	3.	Corporate Seal
SIGNATURE(S)	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY (IES)

SURETY A	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURES	1.	2.		
	NAME(S) & TITLES (Typed)	1.	2.		
SURETY B	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURES	1.	2.		
	NAME(S) & TITLES (Typed)	1.	2.		

SECTION H

INSTRUCTIONS

1. Any deviation from this from will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated “Principal” on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury’s list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed “CORPORATE SURETY(IES).” In the space designated “SURETY(IES)” on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word “Corporate Seal”.
5. Type the name and title of each person signing this bond in the space provided.

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 <i>as shown on Page 1, Solicitation/Offer and Award</i>	Title
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Signature of Authorized Representative as shown above	Date Signed
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NOTARY _____

SEAL

DATE SIGNED _____

SECTION H - REPRESENTATIONS AND CERTIFICATIONS

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” in the box after “YES” or “NO.” If you answer “YES,” please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

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

YES NO

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

YES NO

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

- Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

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

Company Name

_____ **(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**

SECTION I

INSURANCE

1. Insurance Requirements:

- 1.1 During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows. Proof of insurance shall be provided by the awardee.
- 1.2 Required Limits: The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project. The contractor is required to purchase and maintain Professional Liability.

Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$5,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Payments (any one person)	\$ 10,000
Automobile Liability	
Bodily Injury/Property Damage (each accident)	\$2,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employer's Liability)	\$1,000,000
Umbrella Liability	
Each Occurrence Limit (\$1-\$5M)	\$1,000,000

- 1) Policies must be written by an insurance company authorized to do business in Florida and shall have the College of Central Florida listed as an additional insured.
- 2) Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A. M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- 3) Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

SECTION I**INSURANCE**

- 4) Contractor shall furnish CCF certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to CCF.
- 5) Contractor shall include CCF as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract.
- 6) If an “ACORD” Certificate of Liability Insurance form is used by contractor’s insurance agent, the words “*endeavor to*” and “... *but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives* ” in the ‘Cancellation’ paragraph of the form shall be deleted.
- 7) Contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by CCF.
- 8) “Claims made” insurance policies are not acceptable.
- 9) In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
- 10) Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- 11) CCF’s risk manager shall verify ratings at A. M. Best’s website:
<http://www.ambest.com/>
- 12) College of Central Florida will be liable only for property damage and/or bodily injury pursuant to this agreement and which occur as a direct result of negligence of the college, its agents or employees. The college is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, currently limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with F.S. 768.28.
- 13) The Contractor shall purchase and maintain, during the term of agreement, insurance policies described herein issued by companies licensed in Florida possessing a minimum A.M. Best Company rating of no less than – VI. Certificates of Insurance (Form ACORD 25; 2010/05) and Occupational/Professional licenses carried by

SECTION I**INSURANCE**

the Contractor shall be furnished to the college annually thereafter. The Vendor must be licensed or approved to do business within the State of Florida. With the exception of Professional Liability and Workers' Compensation, all policies must name the District Board of Trustees of College of Central Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).

- 14) Insurance (Form ACORD 25; 2010/05) and Occupational/Professional licenses carried by the Contractor shall be furnished to the college annually thereafter. The Contractor must be licensed or approved to do business within the State of Florida.
- 15) With the exception of Professional Liability and Workers' Compensation, all policies must name the District Board of Trustees of College of Central Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).
- 16) The Certificate Holder and Additional Insured shall be identified as follows:
College of Central Florida
c/o District Board of Trustees
3001 SW College Rd, Founders Hall/Bldg. 1
Ocala, Florida 34474
- 17) Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of Certificate Holder to demand a Certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.
- 18) Failure to maintain the required insurance may result in termination of an agreement at the Certificate Holder's option. By requiring this insurance, the college does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the agreement.
- 19) Minimum Insurance Coverage and Requirements: Obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the assigned project. By requiring such minimum insurance,

SECTION I**INSURANCE**

College of Central Florida shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by the college, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability.

- 20) Additional requirements:
- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, College of Central Florida.
 - b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from College of Central Florida.
 - c) Include a Separation of Insured clause (Cross Liability) for all liability policies.
 - d) The college prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration.
 - e) Provide uninterrupted Professional Liability for three (3) years after agreement ends.

SECTION I

INSURANCE

2. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent.
Coverage to include:
 - Premises and Operations
 - Personal/Advertising Injury
 - Products/Completed Operations
 - Broad Form Property Damage
 - Independent Contractors

2. Automobile Liability including all:
 - Any Auto (owned, non-owned, hired)
 - Personal Injury Protection (when applicable)

3. Worker’s Compensation
Statutory Limits as per Florida Statute 440 including Employer’s Liability.

4. Excess/Umbrella Liability (as needed)
Excess of Commercial General Liability, Automobile Liability and Employers liability; Coverage should be as broad as primary.

5. Professional Liability
The policy/coverage shall be amended to include the following:
 - a) Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice.