

SUBMIT PROPOSALS TO:

Northwest Florida State College Department of Purchasing 100 College Boulevard Niceville, FL 32578-1295

INVITATION TO BID (ITB) TERM CONTRACT CONTRACTUAL SERVICES/COMMODITY PROPOSER ACKNOWLEDGMENT

POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be posted for review by interested parties at the location where opened and will remain posted for a period of 72 hours. Failure to file a protest within the 72 hours prescribed in s. 120.57(3), F.S., shall constitute waiver of proceedings under Chapter 120, F.S.

BID NUMBER & TITLE: ITB 2018-2019-01 Temporary Employees			
BIDS WILL BE OPENED: Thursday, October 4, 2018 @ 2:00 P.M. (CST) and may not be withdrawn within <u>60</u> days after such date and time.		ESTIMATED POSTING DATE: October 16, 2018	
DIRECTOR OF PURCHASING: Dedria A. Lunderman	AGENCY MAI	LING DATE:	
BIDDER NAME:	WEB ADDRESS:		
MAILING ADDRESS:	DELIVERY DATE WILL BE		
CITY-STATE-ZIP:	CASH DISCOUNT TERMS:		
PHONE #:	REASON FOR NO BID:		
FAX #:			
E-MAIL ADDRESS:			
VENDOR NUMBER It is imperative that the bidder furnish its Federal Employer ID Number (FEI) in the space provided below. Failure to do so will prevent the processing of Purchase Order to bidders doing business with the College for the first time. FEI #: FILL IN 9-DIGIT NUMBER HERE	MY FIRM IS A FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE: YES NO MY FIRM IS A FEDERAL CERTIFIED MINORITY BUSINESS ENTERPRISE: YES NO		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, hereinafter referred to as ITB, including but not limited to certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by the State of Florida. At the College's discretion, such assignment shall be made and become effective at the time the College tenders final payment to the bidder.			
TYPED AUT		ORIZED SIGNATURE & TITLE:	
MANUAL AUTHORIZED SIGNATURE	E-MAIL:		



ADVERTISEMENT FOR BIDS BOARD OF TRUSTEES OF NORTHWEST FLORIDA STATE COLLEGE Niceville, Florida 32578

For:

ITB 2018-2019-01 Temporary Employees

Northwest Florida State College (NWF State College) request interested parties to submit formal sealed bids for the above referenced project.

ITB documents are available at NWF State College's Purchasing Department located at:

Northwest Florida State College

Administration Building 320 / Room 136

100 College Boulevard

Niceville, Florida 32578

Request for ITB documents can be made by calling (850) 729-6031, via facsimile at (850) 729-5215, or by Email to lundermd@nwfsc.edu (preferred method).

Additional, bid documents can be downloaded at:

https://www.nwfsc.edu/about/purchasing/

All firms who download the bid documents must notify the Purchasing Coordinator via Email.

Bids must be received by the Purchasing Department no later than **2:00 p.m. CST** on Thursday, **October 4, 2018** Bids received after such time will be returned unopened.

Bids must be addressed to: Board of Trustees

Bid #2018-2019-01

Northwest Florida State College Attention: Director of Purchasing

100 College Blvd. Niceville, FL 32578

Plainly mark the appropriate bid number on the envelope. Bids required all elements of the bid to be in a sealed envelope.

The Board of Trustees of Northwest Florida State College reserves the right to accept or reject bids in whole or in part, and to award the bid in the manner in which the Board determines to be in its best interest.

Contact Dedria Lunderman, Director of Purchasing at (850) 729-6031 for further information.

M/WBE's are encouraged to participate in the bid process.

GENERAL CONDITIONS

- 1. Execution of Bid Your bid must contain the signature of an authorized representative of your firm in the space provided on the last page of the quotation sheet.
- 2. Prices Quoted Deduct trade and quantity discounts and quote firm net prices, F.O.B. Northwest State College uncrated and installed, ready for use.
 - Taxes Federal Excise and Florida States Taxes are not applicable and must be included in your price. Exemption numbers will be shown on the Purchase Order.
 - b. Discounts Bidders are urged to compute all discounts for prompt payment into the net price as mentioned above, with terms of payment to be net 30 days.
- Special Conditions Any conditions you may wish to make part of your bid should be submitted by separate letter with notes thereof on the quotation sheet in the space provided as "Exceptions".
- Mistakes Bidders are expected to examine the specifications, delivery schedule and all other instructions pertaining to the equipment, supplies and/or services requested on this bid form; failure to do so will be at the bidder's risk.
- 5. Conditions and Packaging Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped as a result of this bid shall be new and in first class condition. All containers shall be new and suitable for storage or reshipment and that all prices quoted include standard commercial packaging customary in the industry.
- 6. Underwriters Laboratories All manufactured items and fabricated assemblies of electrically operated equipment shall carry U.L. approved or re-examination listing where such has been established for the type(s) of devices offered and furnished.
- 7. Samples Samples of items, if required, must be furnished free of expense and if not destroyed through testing will upon request be returned at the bidder's expense. Request for the return of samples must be made with ten (10) days after the bid opening date. Each sample must be labeled with bidder's name, bid number and item number.
- 8. Delivery Delivery will be made as indicated on the cover sheet and will be expressed in **Number of Days After Receipt of Purchase Order**. Delivery time may take precedence over price in determining the best bid; therefore, the delivery dates must be as realistic as possible. Delivery hours to the College will be from 8:30 a.m. to 4:00 p.m., Monday through Friday.
- 9. Nonconformance to Specifications Items furnished as a result of this bid and delivered to the purchaser must meet or exceed the specifications indicated on the quotation sheet. Items not conforming to specifications may be rejected and returned at the vendor's expense. Items not delivered in accordance to specifications and/or general conditions of this bid concerning quantity, quality, delivery schedules, etc., may be purchased on the open market and any increase in cost over the bid price shall be the basis of a claim against the successful bidder.
- 10. Awards The Board of Trustees of Northwest State College may, as the best interest of the institution dictate, waive any minor irregularity in bids received. The "Purchase Order", when issued and furnished to the successful bidder, shall result in a binding contract without further action by either party.
- 11. Additional Quantities Additional quantities may be ordered at prices quoted on this bid invitation within ninety (90) days from bid opening date unless the bid is qualified by the statement "Bid is For Specified Quantity Only".
- 12. Bid Opening Bid openings shall be public, on the date and the time specified on the cover sheet. All bids received after that time shall be returned unopened.

13. Specifications Information – If you require additional information, address your request to:

Director of Purchasing Northwest State College 100 College Boulevard Niceville FL 32578

Such information must be requested prior to bid opening.

- 14. No Bid Response The general conditions above are in addition to the instructions on the cover sheet. If you are not submitting a bid, please return the cover sheet marked "No Bid" and explain your reason for not bidding. If no response is received, we will assume you are not interested in future bidding.
- 15. Performance Standards All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blueprints and coordination between office and job. Contractor shall review plans and specifications with the job foreman to insure complete understanding of the project.
- 16. Insurance, Compensation The bidder shall obtain and maintain during the life of the contract, Workmen's Compensation Insurance for all of his employees employed during installation at the site of the project. In case any work is sublet, the Contractor shall required the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract during installation at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- 17. Responsible of Contractor Contractor shall be responsible for securing all necessary licenses and permits, and shall comply in all ways with state and local codes.
- 18. Conflict in Interest This bid is subject to the provision of Chapter 112, Florida Statues. All bidders must disclose, with their bid, the name of any officer, director, or agent who is also employed by Northwest State College.
 - Further, all bidders must disclose the name of any employee or agent of the College who owns, directly or indirectly an interest of five percent (5%) or more in the bidder's firm or any of its branches.
- 19. Attorney's Fees In the event the bidder breeches this contract or the specifications and the College is required to take legal action to resolve the breech, or to recover any monies which may be due hereunder, then, and in those events, the bidder shall pay all costs for such legal action or collection, including a reasonable attorney's fee.
- 20. Disqualification The College reserves the right to disqualify bids, before or after opening, upon evidence that the Bidder is not qualified by experience, is not in a position to do the work specified in the time allotted, or upon evidence of collusion with intent to defraud, or other illegal practice.
- 21. Identical Tie Bids Preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the ward process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program.

22.		-Owned Firms – To comply with the provisions of Section 287.0943, Florida Statues, each bidder shalne appropriate designation(s) of your firm as indicated below:				
		Minority-Owned Firm: YES NO				
	1.	If yes, please check the appropriate space:				
		a. Black, no of Hispanic Origin				
		b. Hispanic				
		c. Asian or Pacific Islander				
	d. American Indian or Alaskan Native					
		e. Woman				
		f. Physically or Mentally Disabled				
	2.	If yes, are you currently certified by the Florida Department of General Services as a Minority Business Enterprise? YESNO				
23.	the suc school t same p Rule 6A	se by other State of Florida colleges, universities and state agencies, with the consent and agreement of cessful bidders(s), may be made under this bid by other community colleges, state universities, district coards and/or other state agencies within the State of Florida. Such purchases shall be governed by the rices, terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education 14.0734(2)(d). If the period of time is not defined within the solicitation, the prices, terms and conditions firm for 120 days from date of award.				
	Bidder(s	s) shall not below exceptions to the above paragraph, if any:				
24.		test Procedures – Bid tabulations and the Bid Evaluation Committee's recommendation of award will be within ten (10) days of the bid opening on the Purchasing bulletin board, Administration Building, 100				

24. Bid Protest Procedures – Bid tabulations and the Bid Evaluation Committee's recommendation of award will be posted within ten (10) days of the bid opening on the Purchasing bulletin board, Administration Building, 100 College Boulevard, Niceville, Florida. A written notice of protest must be filed with the Director of Purchasing within 72 hours (Saturdays, Sundays and Legal holidays excluded) of the posting of the bid tabulation and the protesting bidder shall file a formal written protest with ten (10) days after the filing of intent to protest. Failure to file protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Protest on specifications contained in an invitation to bid or in a request for proposals, shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications in an invitation to bid or request for proposals, and the formal written protest, with 5% protest bond, shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug-free workplace. This requirement effects all public entitles of the State and becomes effective January 1, 1991. The special condition is a follows:

IDENTICAL TIE BIDS

Whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

The undersigned vendor 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 maintaining a drug-fee workplace, any available drug counseling, rehabilitation, and employ assistance programs, and the penalties that may be imposed upon employees for drug abuviolations.		
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).		
4.	In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plead of guilty of nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States of 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-fee workplace through implementation of this section.		
As the p	person authorized to sign the statement, I certify that this firm complies fully with the above requirements.		
Signatu	re Date		
Title			

The Board of Trustees of Northwest State College is accepting bids for the provision of temporary employee services to the College.

The initial term of the agreement will be October 22, 2018 through September 30, 2019, with option to renew for two additional years, upon mutual consent and approval by the Board of Trustees.

SPECIFICATIONS, TERMS AND CONDITIONS

- 1. Successful firm(s) will be responsible for providing the following services:
 - employment screening
 - testing
 - evaluations
 - advertising
 - recruitment
 - disciplinary actions involving any employee supplied under this agreement
 - fingerprinting in compliance with college policy.

Successful firm(s) will be responsible for the above listed functions as well as other functions, which may be necessary for providing suitable temporary employees to the College.

- 2. Successful firm(s) will be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distribution of payroll time sheets and checks, for any temporary employees provided under this agreement.
- 3. Northwest State College is contracting for the services of workers to be provided by the successful firm(s). The workers are employed by the successful firm and are not_employees of Northwest State College. Northwest State College, therefore, has no responsibility for the deduction of payroll taxes (employee income tax withholding, social security contributions, and Medicare contributions) or the remittance of those payroll taxes to the appropriate agencies. The deduction and remittance of payroll taxes and the matching contributions (mandated employer portion of social security, Medicare and unemployment compensation) are the sole responsibility of the successful firm. The responsibility for the mandated worker's compensation coverage on each worker is the responsibility of the successful firm and not Northwest State College.

For those applicants referred to employment agency by Northwest State College will have established pay rates. The established pay rate x the employment agency's pay rate will establish the bill rate.

Example: Referred Stagehand by NWFSC	Pay Rate		\$6.00
	Employment Agency Mark-up	Х	1.39
	Bill Rate		\$8.34

On occasions the College has to utilize union workers with our Fine & Performing Arts Broadway series shows. The College will establish the pay rate for these union workers. Employment Agency to provide a mark-up price.

- 4. The successful firm(s) will provide detailed invoices to Northwest State College, on a schedule to be agreed on by the successful bidder and the College. Minimum information required on invoices include but are not limited to the following: purchase order number, employee name, social security number, hours worked, cost center, billing rate, sub-total by cost center and invoice total.
- 5. Northwest State College requests that the successful firm(s) provide representation, on the campus of Northwest State College, on a schedule to be agreed upon by successful bidder and the College.
- 6. Services will be provided for the College's campuses at Niceville and Fort Walton Beach and any other Northwest State College site.
- 7. The initial term of the agreement will be October 22, 2018 through October 22, 2019. However, the duration of the work period for each temporary employee to Northwest State College will be determined based on the needs of Northwest State College.
- 8. Northwest State College reserves the right to determine the acceptability or suitability of any and all temporary employees to be provided to the College. The College also retains the right to determine the acceptability of job performance of all temporary employees provided by the successful firm(s).

The College anticipates that a significant number of the workers may be referred by Northwest State College. Requests for temporary workers such as, but not limited to, unskilled and skilled laborer and cashiers are strictly part-time hourly employees, non-professional, may be requested from the firm on a periodic basis. Due to special needs in our Fine & Performing Arts division with Broadway shows, at times the College will need to use Union Workers to perform certain projects for these shows. Although the College may refer prospects to the firm, it is understood that all hiring decisions remain with the firm, and that all temporary employees must meet the firm(s) hiring criteria.

- 9. Submit with bid certificates of worker's compensation and any other form of insurance provided.
- 10. All pricing will remain firm through October 22, 2019. The College reserves the right to terminate the agreement at the end of one (1) year period as per Florida State Statutes Section 237.161 or to renew the contract for successive one (1) year period. Any price adjustment requests for the succeeding year must be submitted in writing by July 1, of each year, to the Director of Purchasing, in order to be considered for the following fiscal year. No other rate changes will be permitted.
- 11. The successful firm(s) must agree to sign a contract with Northwest State College, which will include the provisions, contained in this bid and any other provisions required by law or regulation.

Questions pertaining to this bid should be submitted in writing no later than **September 24, 2018.**

Dedria A. Lunderman Director of Purchasing Northwest State College 100 College Blvd. Niceville FL 32578

Email: <u>lunderemd@nwfsc.edu</u>

SUBMITTALS

- 1. Submit with bid verification of appropriate worker's compensation and unemployment compensation insurance as well as any other insurance provided.
- 2. Submit with bid company portfolio addressing the company history, staff qualifications, staffing capabilities, company certification and licensure.
- 3. Provide with the bid a minimum of three (3) references, including company name and address, phone number and contract liaison for which your firm has provided temporary employment services for an agreement term of not less than one (1) year.
- 4. Submit with bid a schedule noting time sheet due dates, related payroll disbursement dates and payroll disbursement process.
- 5. Submit a sample of invoice form and invoicing procedure.
- 6. Submit the minimum hour requirement.
- 7. Submit Number of Copies: Proposers shall submit FOUR (4) (one [1] original and three [3copies) of the proposal, complete with all supporting documentation in a sealed, opaque envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation team.

Below are amounts paid by NWFSC for the present and past three years:

YEAR:	AMOUNT:	
2015-2016	\$83,438.77	
2016-2017	\$79,007.75	
2017-2018	\$71,313.06	

BIDDER NAME:

PRICING:

POSITIONS

Carpenter, Electrician, Props, Wardrobe Audio, Truck, Pusher	1	Hourly Rate
Referred Cashier by NWFSC Cashier		Mark-up Hourly Bill Rate
Stagehand Referred Light Industrial Laborer by NWFSC Light Industrial Laborer		Hourly Rate Mark-up Hourly Bill Rate
Crew Head Referred Unskilled Laborer by NWFSC Unskilled Laborer	!	Hourly Rate Mark-up Hourly Bill Rate
Hair & Markup Referred Skilled Laborer by NWFSC Skilled Laborer		Hourly Rate Mark-up Hourly Bill Rate

Tentative Procurement Schedule

1. The tentative procurement schedule for this procurement is as follows:

Date	Item, Location and Time
September 14, 2018	ITB Advertised and Released (distributed)
September 24, 2018	Deadline for questions and requests for clarifications
September 25, 2018	Last Addendum Issued (if necessary)
October 4, 2018	Proposals Due Niceville Campus, Purchasing Office, Building 320/Room 136 100 College Blvd., Niceville FL by 2:00 p.m. CST
October 16, 2018	Board Approval
October 22, 2018	Contract term begins

2. The above schedule is subject to change. All changes will be posted on the Web site at: https://www.nwfsc.edu/about/purchasing/

REFERENCES

1.	FIRM OR ENTITY
	CONTACT PERSON
	ADDRESS/CITY, STATE & ZIP CODE
	DATE/TERM of CONTRACT
	TELEPHONE NUMBER
	E-MAIL ADDRESS
	NUMBER EMPLOYEES PLACED
	DATE OF LAST SERVICES PROVIDED
2	FIRM OR ENTITY
	CONTACT PERSON
	ADDRESS/CITY, STATE & ZIP CODE
	DATE/TERM of CONTRACT
	TELEPHONE NUMBER
	E-MAIL ADDRESS
	NUMBER EMPLOYEES PLACED
	DATE OF LAST SERVICES PROVIDED

3.	 FIRM OR ENTITY
	 CONTACT PERSON
	 ADDRESS/CITY, STATE & ZIP CODE
	 DATE/TERM of CONTRACT
	 TELEPHONE NUMBER
	 E-MAIL ADDRESS
	 NUMBER EMPLOYEES PLACED
	 DATE OF LAST SERVICES PROVIDED
4.	 FIRM OR ENTITY
	 CONTACT PERSON
	 ADDRESS/CITY, STATE & ZIP CODE
	 DATE/TERM of CONTRACT
	 TELEPHONE NUMBER
	 E-MAIL ADDRESS
	 NUMBER EMPLOYEES PLACED
	 DATE OF LAST SERVICES PROVIDED
5.	FIRM OR ENTITY
	 CONTACT PERSON
	 ADDRESS/CITY, STATE & ZIP CODE
	 DATE/TERM of CONTRACT
	 TELEPHONE NUMBER
	 E-MAIL ADDRESS
	 NUMBER EMPLOYEES PLACED
	 DATE OF LAST SERVICES

PROPOSAL COVER SHEET

Sealed Proposals will be accepted in the Purchasing Department until time indicated in the solicitation document and may not be withdrawn for 60 days after opening.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

Corporate Name		DBA Name (if applicable)			
	Street/PO Box		City		
Purchasing Address	State		Zip		
	Email Address	Email Address			
	Street/PO Box		City		
Remit to Address	State		Zip		
	Email Address				
	Name		Phone #		
Contact Person	Email Address				
Address of Parent Company	Street/PO Box		City		
(if applicable)	State		Zip		
Check applicable boxes for ownership of company					
Black American Hispa Asian Indian American Nativ		Asian Pacific American Woman-Owned	Disabled Veteran		
Attach current MBE/WBE Certification	S				
Authorized Agent Name	Signature		 Date		

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

Statement of No Proposal Submittal ITB 2018-2019-01 Temporary Employees

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

ITB 2017-2018-01 Temporary Employees Attn: Dedria Lunderman, Director of Purchasing Northwest Florida State College 100 College Blvd. Niceville, FL 32578

Failure to submit either a Proposal or a Statement of No Proposal Submittal shall be cause for removal from future mailing lists.

We, the undersigned, have declined to propose on the above referenced Request for

Proposal for the following reason(s): Scope of Work or Terms and Conditions are too "restrictive." (please explain) Unable to meet requirements RFP 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 bond or insurance requirements Other (please explain) Remove us from your "Proposers List" SIGNATURE/TITLE: ADDRESS: CITY, STATE, ZIP CODE: _____ TELEPHONE NUMBER: ______ FAX: _____ E-MAIL:_____ WEBSITE:____