



Invitation to Bid #2021-2022-01

Temporary Staffing Services – Mattie Kelly Arts Center 2021-2022 Season

Northwest Florida State College invites you to submit a response to the terms of this solicitation. For more information about the College, visit our website at www.nwfsc.edu. For more information about College procurements, visit our Purchasing page at www.nwfsc.edu/purchasing. Thank you for your interest in submitting a response to the College.

Invitation to Bid #2021-2022-01

Temporary Staffing Services – Mattie Kelly Arts Center 2021-2022 Season

1.0 Schedule and Contact Information

Date of Posting: September 1, 2021

Purchasing Contact: Director of Purchasing
Katherine St. Onge
purchasing@nwfsc.edu
850-7296031

Mail or hand deliver bids in a sealed envelope to: **ITB #2021-2022-01**
Attn: Katherine St. Onge, Director of Purchasing
Northwest Florida State College
100 College Boulevard
Niceville, Florida 32578

The College reserves the right to amend this schedule at any point. Any changes to the schedule below will be posted in an addendum at:

<https://www.nwfsc.edu/about/purchasing/solicitations-and-awards/>

The College lists times in Central Time. The issuance of and an award, if any under this solicitation was approved by The District Board of Trustees of Northwest Florida State College on August 17, 2021.

Pre-Bidding Conference	Not applicable
Inquiry Deadline	September 13, 2021, at 12:00 p.m. (Noon)
Answers to Inquiries Posted by or Before	September 16, 2021, at 4:30 p.m.
Date and Time that Bids are Due	September 20, 2021, at 12:00 p.m. (Noon)
Bid Tabulation Complete and Notice of Intent to Award	September 27, 2021, by 4:30 p.m.
Date of Award Posting	September 30, 2021, at 9:00 a.m.

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2.0 Scope of Work

2.1 Background Information

Founded in 1963 and located in the coastal heart of the Florida panhandle, Northwest Florida State College has earned a reputation for educational excellence and community involvement. As part of Florida's public system of twenty-eight state and community colleges, NWFSC offers bachelor's degree programs, associate degrees, and certificates. The College's primary service district stretches from the Gulf of Mexico to the Alabama state line.

2.2 Purpose of Solicitation

Each year the Mattie Kelly Arts Center hosts many performances, which require significant, but temporary, labor to staff and manage each. Beginning in 2013, the College has periodically issued an invitation to bid for these temporary services. The staffing firm both employs and assigns personnel and supplies holistic personnel processing services. The 2018 Invitation to Bid led to award of a contract that served the College through its 2020-2021 season. The College requires services beginning in October 2021.

2.3 Bidder Minimum Requirements

A Bidder must meet at least the following minimum requirements:

- Letter of Transmittal / Intent: Include a cover letter, not to exceed one (1) page, on the Bidder's letterhead that summarizes in a concise manner an understanding of the Scope of Work and a positive commitment to perform the services. An official authorized to make such commitments and to enter a contract with the College must sign the letter. The letter must indicate the official's title or authority and contact information.
- Exhibit B Solicitation Acknowledgment Form: Return complete and signed.
- Exhibit C Proposer Information Form: Return complete and signed.
- Exhibit D Project Reference Form: Return complete and signed.
- Exhibit E Price List: Return complete and signed.
- Exhibit F Drug Free Workplace: Return complete and signed.
- Evidence of Ability to Perform Scope of Work: Include materials concisely and directly explaining how Bidder can and will meet the requirements of the Scope of Work. Such materials include:
 - Managed Service Provider: The Bidder must confirm that it is a managed service provider responsible for all administrative tasks related to employee recruiting, retention, and release. Bidder must submit with its bid an explanation regarding its experience and capability to provide such services.
 - Company History: Include a written Bidder history, not to exceed three (3) pages, such as areas served, time in business, and performance awards.
 - Experience: Include a written record of Bidder's training and experience relevant to this solicitation's Scope of Work, not to exceed three (3) pages.
 - Subcontractors: Any use or intent to use subcontractors or to team with other providers to carry out the Scope of Work must be fully disclosed in writing. References, experience, and history must be provided for subcontractors or partners.
- Insurance: The Bidder must meet, at a minimum, the requirements in the College's insurance matrix, which is incorporated in this solicitation document by reference: <https://www.nwfsc.edu/wp-content/uploads/2021/06/NWFSC-Insurance-Requirements-for->

[Vendors-2021.pdf](#). Bidder must submit proof of insurance meeting the requirements of the matrix.

- **Licensing:** The Bidder must be a firm authorized to do business in the State of Florida. Submission of a bid is the Bidder's affirmation that it is authorized to do business in and in good standing with the State of Florida.
- **Acknowledgment of Addenda:** Return all addenda signed and dated, if applicable.

2.4 Bid Submittal Format

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this Solicitation. Failure to follow the guidelines in this section may result in the disqualification of your Proposal

General Requirements

- Binding or a three-ring binder is recommended;
- Cover page must identify the Solicitation Number, Name, Submission Date, and Bidder Name;
- Use 8½" x 11" paper and portrait orientation;
- All information, except signatures or initials, should be typewritten in Arial, Calibri, or Times New Roman in black;
- Table of Contents should identify the material by section and by page number;
- Tabs may separate sections for easy reference;
- Bid may not exceed 30 pages (one-sided) or 15 pages (two-sided—preferred) (required forms and tabs excluded);
- The Solicitation Number and Name must be included in the footer of each page;
- Number each page consecutively, including exhibits, attachments, and any other information; and
- Separate and identify each section of the Bid by use of a divider/separation page.

Submission Materials

Bidder shall submit one (1) original (marked "Original") hard copy and two (2) paper copies. Bidder shall also submit in the same package one (1) readable electronic thumb drive that stores one PDF file, the bid complete with all supporting documentation.

2.5 Bid Evaluation

The College intends to contract with the responsive and responsible Bidder whose bid is determined by the end user's department and procurement to provide the best value to the College. "Best Value," as defined in Section 287.012(4), Florida Statutes, means the highest overall value to the College based on objective factors that include, but are not limited to, price, quality, design, and workmanship. Based on a determination of best value, the College reserves the right to award one (1) or more contracts for these services, as is in the best interest of the College. With Board of Trustees approval, the College will enter a contract with the lowest price responsive and responsible Bidder to provide the services, according to the terms of this solicitation document.

Initial Review of Bids: Bidders will submit the solicitation package as outlined in this Section 2.0 Scope of Work and consistent with all requirements of this solicitation. Purchasing will then review for responsive.

Evaluation of Bids: After the initial screening by Purchasing, all packages will be sent to the responsible end-user. In partnership with Purchasing, they will evaluate the offers to make sure they are responsive,

responsible, and compliant with the College's needs. They will notate price and any other factors effecting "Best Value."

Evaluation Method: The end-user department will designate a reviewer to review each submittal for responsiveness, responsibility, and price. Submittals deemed to be reasonably acceptable to be selected will be evaluated based on "Best Value," with lowest price being the determining factor, absent written justification.

Authority to Award: Contract(s), if any, will be awarded according to College policies and procedures.

Bid Tabulation and Results: Bid tabulations will be available for review by interested parties once the notice of an intended decision is posted or thirty (30) days after opening the bids.

2.6 Services to be Provided

The College seeks holistic temporary staffing services from a firm that will employ personnel and make the personnel available to the College for the purpose of staffing the Mattie Kelley Arts Center 2021-2022 Season. **The College provides performances and staffing categories required in Exhibit A.** The College may require services immediately prior to, during, and immediately after each Performances.

The services will include all employee recruitment, retention, processing, and releasing services for the term of the contract, including, at a minimum:

- Advertising, recruiting, and processing employees;
- Background screening, drug testing, and other applicable evaluation;
- Comply with the requirements of a federal and Florida Drug-Free Workplace;
- Comply with federal and state law as an equal opportunity and nondiscriminatory employer;
- Pay employees and administer and maintain all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distribution of payroll time sheets and checks;
 - The Bidder must be the responsible party for the deduction of payroll taxes (employee income tax withholding, social security contributions, Medicare contributions, and any other applicable withholding) and 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) will be the sole responsibility of the Contractor. The responsibility for the mandated worker's compensation coverage on each worker will likewise be the sole responsibility of the Contractor.
- Administration, maintenance of, and compliance with all employee eligibility verification;
- Collect resumes, transcripts, credentials, and work experience materials applicable to each position and make those materials available to the College upon request; and
- Process and treat equally recruits that the College may from time to time send to Bidder.

Additionally, the Bidder must demonstrate the ability to provide the services required for each Performance:

- Assign sufficient personnel to meet College needs;
- Maintain the flexibility to expand, reduce, or shift staffing categories;
- Require employees to comply with federal and state law and College policy;

- Require employees to transport themselves to assigned duties at the College or provide such transportation to Contractor’s employees;
- Require employees to attend work according to the schedule set by the College;
- Permit the College to assign, direct, and remove staff in each position as required by Mattie Kelly Arts Center operations;
- Take disciplinary actions involving any misconduct of any employee;
- Remit invoices to the College for services rendered; and
- Collect, maintain, retain, and make available all documentation associated with providing the services.

The College retains the right to determine acceptability of services rendered, to remove Contractor’s assigned employees from College premises, and to require substitute services. The awarded company should be able demonstrate a commitment to low employee turnover so that the College can be assured that we will receive the same company technicians.

The College reserves the right to deny building access to any of the Contractor employees found to be incompetent, discourteous, under the influence of alcohol or controlled substance, or otherwise objectionable (as determined by the College) while performing services. Further, various performances may require staff to wear ID Badges. The Contractor is expected to keep the same personnel servicing the College facilities as much as possible. The Contractor employees will present a neat appearance and wear safe, clean, and professional clothing appropriate to the assigned duties.

2.7 Location of Services

Services will be provided at the Mattie Kelly Arts Center located at 100 College Boulevard E, Niceville, Florida 32578.

2.8 Term

The College intends to offer a non-exclusive, limited period contract to one or more suppliers for an initial term from approval and execution by the College to June 30, 2022. This is an indefinite quantity contract with no usage requirements by the College and no minimum spend guarantees.

The contract may, by mutual assent of the parties and any applicable Board of Trustees approval, be renewed on comparable terms that are in the best interest of the College for up to two one-year periods.

2.9 Price

The Bidder should respond with its best rate for the Scope of Work. The College may choose to acquire temporary staffing services or none, as needed, up to \$80,000 during the term.

Base Rate

Bidder must provide the base rate for each position listed in **Exhibit A**. The base rate is the individual hourly staff rates of pay. For illustration purposes only:

- Prop Management \$10.00 per hour
- Carpentry \$15.00 per hour

If Bidder has similar labor categories often employed to staff theater performances, Bidder may list additional personnel base rates for the College’s use.

Employee Agency Fee

Bidder must also provide a detailed breakdown of any employment agency fee associated with the provision of Bidder's services, which includes any amount beyond the base rate of pay to the employee (payroll expenses, all withholding, workers' compensation insurance allocation, Affordable Care Act compliance, and any other fee associated with provision of services). Bidder shall articulate the rate of the employee agency fee, if appropriate, based on Bidder's business model such that the Contractor's bill rate may be set as the base pay rate multiplied by the employment agency rate. For example:

Base Pay Rate:	\$10.00 per hour
Employment Agency Fee:	1.39
Bill Rate:	\$13.90

While Bidder may submit in its response its different proposed method of billing the employee agency fee to the College, the foregoing approach of a base pay rate multiplied by the employment agency fee has been effective in past cycles.

Union Workers

On occasion, due to the terms of Performance contracts, the College must use union workers. In such a case, the College will establish the pay rate for these union workers. The employment agency's fee associated with the provision of Bidder's services will continue to apply if the College uses Bidder's services to acquire such union workers' labor.

Additional Price Terms

All the rates and charges submitted in response to this solicitation are firm from the date of submission to the College and are not subject to increase during the term of the contract and any extension or renewal of the contract. If the Bidder anticipates different rates in any potential contract extension years, Bidder must include the price data required in this section for each year for which the contract may be renewed.

The College will not pay for any rates or fees not transparently disclosed to the College in the Bidder's bid, except as expressly provided above regarding union workers.

Any bid containing modifying or escalator clauses will not be considered unless specifically requested by the College in the solicitation document. The College may reject any bid that is unbalanced. A bid will be considered unbalanced when, in the opinion of the Director of Purchasing, the bid allocates a disproportionate share of costs to the price of one or more price items and reduces the costs to the price of another item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the College.

2.10 Invoicing for Services

Contractor will be required to submit detailed invoices to the College on a schedule to be agreed on by the successful bidder and the College. By submitting a bid, Bidder represents that it agrees to provide on all invoices at least the following information: College purchase order number, Contractor employee name, last four digits of Contractor employee social security number, hours worked by assigned employee, cost center or index (provided by College), hourly rate of employee, employee agency fee, billing rate, sub-total by cost center or index, and invoice total.

2.11 Silence of Scope of Work

The apparent silence of this solicitation document or any supplemental materials as to details or the omission from the same of any detailed description concerning any point, shall be regarded as meaning

that only the best commercial practices are to prevail and that only materials and services of first quality and correct type, size, and design, as applicable, are to be used. All deliverables shall be first quality. All interpretations of the scope of work shall be made upon the basis of this statement.

2.12 Estimated Quantities/Frequency of Services

The College reserves the right to increase or decrease estimated quantities specified in this solicitation document or to obtain like goods and services from an alternate source at the sole and exclusive discretion of the College. By submission of its bid, the Bidder accepts that the quantities provided by the College in this solicitation document are estimated quantities that may or may not fluctuate according to the needs of the College. The College shall not be obligated to purchase any minimum or maximum amount of goods and/or services under the terms of any awarded contract.

2.13 Mistakes

In the event of error(s) involving services pricing, the prices listed in the bid shall prevail. Bidder is solely responsible for assuring the accuracy of its bid. Bid line items containing erasures or corrections must be initialed for each such erasure or correction, in ink by an individual having authority to bind documents on behalf of the Bidder.

3.0 Exhibits

Any exhibit marked "Required" must be included with your submission. Failure to include each required exhibit will result in immediate rejection of your submission.

Exhibit List

Exhibit A Performances List

Exhibit B Solicitation Acknowledgement – Required

Exhibit C Proposer Information Form – Required

Exhibit D Project Reference Form – Required

Exhibit E Price List – Required

Exhibit F Drug Free Workplace – Required

Exhibit G Statement of No Proposal

Exhibit A Performances List

Performance Name*	Performance Date(s) (Service May be Required Prior or Subsequent to the Performance Date(s)) *	Staffing Categories and Estimated Number of Personnel in Each Personnel Category Needed*
Master Chef Live	October 20, 2021	Carpentry: 1 Electricians: 2 Prop management: 3 Wardrobe: 1 Audio: 2 Video: 2 Truck and Pusher: 2 Rigger/Flyman: 1 Cashier: Hair and Makeup: Crew Head: Dishwashers: 2
Northwest FL Ballet – Nutcracker	November 16-21, 2021	Flyrail: 1 Electricians: 2 Prop management: 1 Wardrobe: 2 Audio: 2 Truck & pusher: 2 Stagehands: 2 Follow Spot: 2
NFSO Holiday Pops	December 7-10, 2021	Flyrail: 1 Electricians: 2 Wardrobe: 1 Audio: 2 Video: 2 Rigger/Flyman: 1 Follow Spot: 2 Stagehands: 2
Lords of 52 nd Street	January 7, 2022	Electricians: 2 Audio: 2 Rigger: 1 Follow Spot: 2 Stagehands: 3
NFSO – Serpentine Fire	January 22, 2022	Electricians: 2 Audio: 2 Rigger: 1 Follow Spot: 2 Technicians: 3
Scooby Doo	January 27, 2022	Up Rigger: 2 Ground Rigger: 1 Electrician: 1 Carpenter: 3

		Stagehands: 3 Lighting/Video: 4 Sound: 2 Wardrobe: 2
All Co. Band	January 29, 2022	Electricians: 1 Stagehands: 4 Sound: 2
Simon & Garfunkel Story	February 7, 2022	Flymen: 1 Video/Carps: 2 Audio: 2 Electrician: 2 Loaders: 2
All Sports Assoc. Banquet	February 19, 2022	Video: 2 Audio: 2 Stagehands: 3
Golden Girls	March 5, 2022	Sound: 1 Technicians: 4
Northwest FL Ballet- Beauty & Beast	March 8 through 13, 2022	Flyrail: 1 Electricians: 2 Prop Management: 1 Wardrobe: 2 Audio: 2 Truck & Pusher: 2 Stagehands: 2 Follow spot: 2
Menopause The Musical	March 19, 2022	Electricians: 2 Prop Management: 1 Wardrobe: 2 Audio: 2 Truck & Pusher: 2
Price Is Right	April 1, 2022	Stagehands: 8 Flyman: 1 Electricians: 2 Spotlight: 2 Audio: 1 Props: 1 Runne: 1 Loaders: 4
Officer & Gentleman	April 10, 2022	Carpenters: 10 Flyrail: 2 Electrician: 12 Sound: 4 Props: 4 Wardrobe: 5 Hair/Makeup: 1 Riggers: 3 Loaders: 4

		Pushers: 4
Waitress	April 30, 2022	Carpenters: 12 Flyman: 3 Riggers: 6 Electricians: 12 Audio: 6 Props: 4 Wardrobe: 6 Hair/Makeup: 1 Loaders: 4 Pushers: 4
NHS Spring Concert	May 5, 2022	Audio: 2 Electricians: 2 Stagehands: 2
Inspire Ballet	May 12-14, 2022	Audio: 2 Electricians: 2 Stagehands: 4
NWF Ballet Spring Recital	May 20 & 21, 2022	Audio: 2 Electricians: 2 Stagehands: 4
NWF Academie	May 24, 2022	Audio: 2 Electricians: 2 Stagehands: 4
Ms. Katherine	June 3&4, 2022	Audio: 2 Electricians: 2 Stagehands: 4
Bowlegs	June 8 through 11, 2022	Carpenters: 2 Flyman: 2 Electricians: 2 Audio: 2 Props: 2 Stagehands: 4
Emerald Coast Body Building	June 18, 2022	Audio: 2 Electrician: 2 Stagehands: 4
Broadway Lights	May 7, 2022	Audio: 2 Electrician: 2 Stagehands: 4
Okaloosa Co. Awards	April 12, 2022	Audio: 1 Electrician: 2 Stagehands: 2
FL Bandmasters	April 26&27	Audio: 2 Electrician: 2 Stagehands: 4
Crosspoint	February 11 or 12, 2022	Audio: 2 Electrician: 2 Stagehands: 4

DogMan	February 4, 2022	Audio: 1 Electrician: 2 Stagehands: 2
Charlotte's Webb	October 25, 2021	Audio: 1 Electrician: 2 Stagehands: 2
NHS Chorus	December 13, 2021	Audio: 1 Electrician: 2 Stagehands: 2
FWB Thespians – One Acts	December 14, 2021	Audio: 1 Electrician: 2 Stagehands: 2
Chamber Theater Prod.	November 1, 2021	Audio: 1 Electrician: 2 Stagehands: 2
NHS Sounds of Stadium	November 13, 2021	Audio: 1 Electrician: 2 Stagehands: 2

*The precise performance and date may change within the term of any contract awarded from this solicitation. The number and categories of required personnel are subject to College modification, increase, or decrease. This estimate is provided for illustration purposes.

Exhibit B Solicitation Acknowledgement
REQUIRED

Invitation to Bid #2021-2022-01 Temporary Staffing Services – Mattie Kelly Arts Center 2021-2022 Season
<p>The undersigned hereby certifies that the bid submitted is made without prior understanding, agreement, or connection with any person or business entity submitting a bid for the same goods or services and is in all respects fair and without collusion or fraud.</p> <p><u>The undersigned understands and agrees that by submitting a bid, the entirety of the bid is subject to Florida Statute 119 and will be considered a public record upon solicitation award or recommendation to award, subject to the following exemptions.</u> Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the Bidder believe any information submitted is protected from disclosure under Florida’s public records law, the Bidder <u>must provide evidence</u> of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked “Confidential” that is not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record and by signing below the Bidder hereby agrees to this provision.)</p> <p>The undersigned understands and agrees that any Bidder-suggested changes and inquiries regarding this solicitation are due by the date shown at Section 1.0, and that any Bidder- required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College’s complete discretion) result in the rejection of the entire submission.</p> <p>The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.</p>
Bidder Business Entity Name:
Business Address:
Federal Employer ID No.:
Telephone Number:
Printed Name of Authorized Signatory:
Title of Authorized Signatory:
Authorized Signatory Signature:

Exhibit C Proposer Information Form
REQUIRED

Bidder Company Name: _____

Formerly (if any): _____

Type of Entity: _____

Incorporated in which State and Year: _____

Registered to do Business in: _____

Principal Place of Business: _____

Mailing Address (if different from above): _____

Name and Title of Contact Person: _____

E-mail Address: _____

Phone Number: _____

Website: _____

Exhibit D Project Reference Form

REQUIRED

A list of three (3) references to include a contact name, telephone number, email address, year services were completed, and the scope of services performed under the contract.

If applicable, references should be provided for the supplier and all subcontractors to demonstrate their experience in their respective areas.

Contractor should specifically name and reference any continuing services contracts or similar contracts with other entities.

References should be from the last five (5) years.

Do not include as a reference: Northwest Florida State College trustees, personnel, or other representatives.

Business Name	Contact Name	Telephone Number	Email Address	Years of Service Completed	Scope of Work

Exhibit E Price List

REQUIRED

List the base rate for each staffing category (without reference to the estimated number of staff needed in that category as listed in Exhibit A).

List the applicable Employee Agency Fee applicable to each category; if the employee agency fee for all categories is equal, list the fee rate only once in the blank immediately below:

Add more rows as needed. If Bidder has proposed a different pricing model that is consistent with this solicitation, include concise, clear explanation of such model.

Staffing Category	Hourly Base Rate	Employee Agency Fee	Hourly Bill Rate
Carpentry			
Electrician			
Prop management			
Wardrobe			
Audio			
Video			
Truck and Pusher			
Rigger			
Cashier			
Hair and Makeup			
Crew Head			
Dishwasher			
Flyrail			
Stagehand			
Follow Spot			
Technician			
Up Rigger			
Ground Rigger			
Lighting			
Sound			
Flyman			
Sound			
Spotlight			
Runner			
Loaders			
Pushers			

Exhibit F Drug Free Workplace
REQUIRED

The undersigned vendor in accordance with section 287.087, Florida Statutes, 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 nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require 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.

Submitting Firm's Signature: _____

Date: _____

Exhibit G Statement of No Proposal

If your company does not intend to respond to this solicitation, please complete and return this form prior to the date shown for receipt of responses via fax, email, or regular mail to the Purchasing Contact listed in Section 1.0.

We, the undersigned, have declined to respond for the following reason(s):

Scope of Work or Terms & Conditions were too restrictive.

Unable to meet the Scope of Work requirements

Solicitation was unclear.

Insufficient time to respond

We do not offer this type of service or equivalent.

Other

Remarks:

Remove us from your "Vendor Database"

Company: _____ Date: _____

Signature: _____ Printed Name: _____

4.0 General Terms and Conditions

4.1 Solicitation Acknowledgment

To ensure acceptance of your response to this solicitation, you must follow the instructions in this solicitation document. This solicitation is issued under authority from The District Board of Trustees of Northwest Florida State College and is conducted according to the procedures set out in the Northwest Florida State College Purchasing Manual and applicable principles of Florida law.

By signing Exhibit B "Solicitation Acknowledgement," you agree to the terms and conditions in this solicitation document, including Northwest Florida State College policy, procedure, and requirements incorporated by reference in this solicitation document. Any inquiries regarding or proposed changes to any terms and conditions in this solicitation document must be submitted by the "Inquiry Deadline" specified in Section 1.0. The College has no obligation to consider any inquiries submitted after the deadline.

All conditions within Section 2.0 take precedence if they contradict any condition in Section 4.0. Any attempts by the Bidder/Proposer to alter the terms and conditions in this solicitation document are void and unenforceable unless agreed to in a written agreement signed by the Bidder/Proposer and the College.

4.2. Definitions

When used anywhere in this solicitation document, the following terms have the meanings assigned below:

- 1) "Bidder" or "Proposer" means the business entity submitting a bid, proposal, or reply in response to this solicitation. These terms may be used interchangeably with each other as appropriate to the solicitation.
- 2) "Board" or "Board of Trustees" means The District Board of Trustees of Northwest Florida State College.
- 3) "College," "Owner," or "NWFSC" is Northwest Florida State College.
- 4) "Contractor" refers to any Bidder/Proposer, if any, whose response is selected for award.
- 5) "Evaluation Committee" is a group comprised of College employees established to review the responses submitted, score the Proposals in accordance with the criteria, and make a recommendation for award. The Director of Purchasing serves as the non-voting chair of the committee.
- 6) "Response" or "Bid" or "Proposal" refers to a business entity's submission under his solicitation. These terms may be used interchangeably with each other as appropriate to the solicitation.
- 7) "Responsible" means an entity who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 8) "Responsive" means a bid, or proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.

If a term does not appear in the solicitation document, it is inapplicable to this solicitation.

4.3 Sealed Response Deadline

Bidders/Proposers may withdraw their response by notifying the College in writing at any time prior to the due date. Bidders/Proposers may withdraw their response in person or through an authorized Project Manager. Bidders/Proposers must disclose their identity (company business card and driver's license) and provide a signed receipt for unopened response. Once opened, responses become the property of the College and will not be returned to the Bidders/Proposers.

All responses must be submitted by courier service or in person by the date and time and to the location stated in Section 1.0. Responses submitted by fax, e-mail, or telephone will not be accepted. Bidder/Proposer may confirm receipt by calling the Purchasing Department at the number listed in Section 1.0.

The face of the envelope or box shall contain, in the lower left-hand corner of the envelope or box label: the Solicitation Number, Title, and Date and Time to be opened.

It is the sole responsibility of the Bidder/Proposer to deliver its response to the address contained in this solicitation document on or before the closing hour and date shown in Section 1.0. The time and date by which a Proposal must be received will be strictly observed. Proposals received after the specified time and date shall be returned unopened. The time clock located at the Purchasing Department shall serve as the official authority to determine lateness of any Proposal. The College is not responsible for late mail or any other circumstance resulting in a late submission. No Purchasing Department staff will incur responsibility for the inadvertent opening of a response not properly sealed, addressed, and/or identified.

Submissions are considered valid for 120 days from the due date unless otherwise stated in this solicitation document.

4.4 Execution of Response

The response must contain a manual or digital signature of an authorized representative of the Bidder/Proposer on Exhibit B "Solicitation Acknowledgement." Responses not submitted with a signed "Solicitation Acknowledgement" form shall be rejected.

4.5 Registration and No Response

Bidders/Proposers who obtain solicitation documents from other sources than the Purchasing Department or who obtain them directly from the NWFSC website must officially register with the Purchasing Department to be placed on the mailing list for any forthcoming addenda or official communications. The College is not responsible for providing addendum to Bidders/Proposers who receive solicitation documents from other sources. Failure to register as a prospective Bidder/Proposer may cause your response to be rejected as non-responsive if your response does not include an addendum acknowledgement for the most current addendum.

If not submitting a response, respond by returning only the Exhibit G "Statement of No Response." Failure to submit either a response or a Statement of No Response may cause the Bidder/Proposer to be removed from the NWFSC mailing list.

4.6 Costs

The College is not responsible, accountable, or otherwise liable for any costs incurred by a Bidder/Proposer in preparing and submitting a response to this solicitation, including those for oral presentations, attending meetings, or other requirements, if applicable. All documentation produced as part of this solicitation shall become the exclusive property of the College upon receipt and may not be removed by the Bidder or its agents. All Bids shall become the property of the College and will not be returned to the Bidder. The College shall have the right to use any ideas or adaptations of ideas contained in any response received in response to this solicitation. The selection or rejection of the response will not affect this right.

4.7 Inquiries, Bidder Communications, and Cone of Silence

From the date of issuance of this solicitation until NWFSC takes final agency action, Bidders/Proposers must not communicate with any NWFSC trustee, employee, or representative about this solicitation or Bidder's/Proposer's response, other than the Purchasing Contact (Section 1.0), except as provided in this solicitation document or as expressly requested by the Purchasing Contact. Unauthorized communication or violations of this restriction constitute grounds for immediate disqualification and rejection of the Bidder's/Proposer's response.

The Bidder/Proposer shall review this solicitation document in its entirety to determine whether the College's objective, the scope of services, conditions, and requirements are clearly stated. If a Bidder has any questions regarding this solicitation, Bidder must submit such inquiries and requests for clarification via email to the Purchasing Department Contact. Any questions concerning terms, conditions, and/or specifications shall **only** be directed via e-mail to the Purchasing Contact (Section 1.0). Reference the solicitation number and the relevant section(s), subsection(s), paragraph(s), and page number(s) in all inquiries. The subject line must include the solicitation name and number.

To be considered, any inquiry must be submitted no later than the Inquiry Deadline (Section 1.0). The College will consider the Bidder's/Proposer's failure to communicate inquiries or request clarifications by the Inquiry Deadline to constitute the Bidder's/Proposer's acceptance of all the conditions and requirements, as stated in the solicitation documents.

The Purchasing Contact may send inquiries to any or none of the Bidders/Proposers for clarification of information, if necessary. No additional information may be submitted, or follow-up performed by any Bidder/Proposer, after the due date for responses, unless expressly permitted or requested by the College. No officer, employee, or other representative of the College other than the Purchasing Department Contact (Section 1.0) will contact Bidders/Proposers regarding clarification of information.

The College reserves the right to waive minor, nonmaterial irregularities in any or all bids and accept or reject, in part or in full, any or all bids.

4.8 Application Policy, Terms, and Conditions

The policy of The District Board of Trustees of Northwest Florida State College is incorporated in this solicitation and is available at <https://www.nwfsc.edu/about/leadership/board-of-trustees/>. The College's Purchase Order Terms and Conditions are incorporated in this RFP and are available at <https://www.nwfsc.edu/about/purchasing/#purchterms>.

4.9 Prior Relationship

Bidders/Proposers will be evaluated following the terms of this solicitation on the strength of their response. No prior relationship with the College of any Proposer nor any prior solicitation or request for information shall be considered in evaluation of responses or award of a contract.

4.10 Addenda

To the extent that the College determines, in its sole discretion, to respond to any communications, inquiries, or requests for clarification, the College's response will be made in an addendum to this solicitation and posted on the College's website. All interpretations and clarifications related to this solicitation, or supplemental instructions, will be in the form of a written addendum from the Purchasing

Department. No oral interpretations or clarifications from College staff or through other means are binding unless issued in writing by the Purchasing Department.

Any addenda to this solicitation will be posted on the NWFSC Purchasing website (www.nwfsc.edu/purchasing) by the date and time indicated in Section 1.0 or in the addenda itself if further addenda are necessary. **It is the Bidder's/Proposer's responsibility to assure that any addenda are received, whether before or after response submission; the College presumes that addenda are received as of the date of posting. All Proposers should check the website at least seven (7) calendar days before the date fixed for receiving the Proposals to ascertain whether any addendum has been issued.** Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary. It may be required that an addendum be signed and returned with the Bidder's/Proposer's response. **Bidders/Proposers who do not sign addenda (if required) may have their entire response rejected.**

4.11 Accessibility

If special accommodation is needed to attend or participate in a solicitation event, please contact the Procurement Department no later than five (5) working days prior to the scheduled event. Contact the Purchasing Contact as provided in this solicitation document.

4.12 Reserved Rights

The College, at its sole discretion, may delay the solicitation, delay, or amend the schedule, amend the solicitation, or withdraw the solicitation, if it is to the advantage of the College to do so. The College, at its sole discretion, may withdraw, abandon, or terminate the solicitation up to the point of award and after award at any point prior to executing a contract with the awardee. The College, at its sole and absolute discretion, reserves the right to reject any, or parts of any responses, to re-advertise this solicitation, postpone, or cancel, at any time, the solicitation process, or to waive minor irregularities and informalities in this solicitation or the responses received because of this solicitation. The College will notify Bidders/Proposers of all changes by written addendum. Proposers are responsible for their own costs notwithstanding delays, amendments, or withdrawals and undertake costs to make a Proposal at their own risk.

The College does not guarantee the award of any contract because of this solicitation process. The College reserves the right to make the award to the Bidder who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College also reserves the right to reject the response of any Bidder/Proposer who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not able to perform properly under this award. The College reserves the right to inspect all facilities of Bidders/Proposers to determine as to the foregoing.

If an awarded Bidder/Proposer and College fail to enter a contract, or an 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 ranked Bidder/Proposer if it so chooses. If the College receives only one response to the solicitation, the College may choose, at its discretion, to negotiate with and enter a contract with that Bidder/Proposer if the terms are in the best interest of the College.

4.13 Accuracy of Information

Any Bidder/Proposer who submits in its response to the College any information which is determined to be inaccurate, misleading, exaggerated, incomplete, false, or incorrect, may be disqualified from consideration and may be disqualified from applying for other work for a period of up to three (3) years.

4.14 Meeting(s) and Conference(s)

In the College's sole discretion, meetings, conferences, or inspections may be held to assist Bidders/Responders with understanding the solicitation scope of work and/or viewing the relevant location(s) or item(s). If such a meeting is designated as "Mandatory," then only those who attend will be considered for award.

4.15 Solicitation Opening/Due Date and Time

Responses shall be received at the Purchasing Department by the specified time and date. As soon as possible after that time and date, the names of the Bidders/Proposers shall be read off at the specified location. A list of Bidders/Proposers will be posted in the Purchasing Department and on its website. Anyone may be present at a solicitation opening and/or receive a list of names of Bidders/Proposers. However, the contents of the responses shall not become public until an award or recommendation for award is made. Any responses received after the due date/time shall be returned unopened.

4.16 Scoring Meeting

If this solicitation is a Request for Proposals or Invitation to Negotiate, then a public scoring meeting may be held to determine the award recommendation or recommendation for negotiations. The date, time, and location of the meeting will be specified in Section 1.0 (if known). Should the date, time, or location of the scoring meeting change, it will be noted in an addendum. Bidders/Proposers are not required to attend.

4.17 Presentations

A solicitation may require Bidders/Proposers to further elaborate on what they are offering in a presentation to the College or simply to answer evaluation committee questions. If presentations are required, the expected presentation days and times will be listed in Section 1.0 (if known). Any documents handed out by the Bidder/Proposer may be considered part of the Bidder's/Proposer's response or reply at the discretion of the College. If any document or any other aspect of the presentation conflicts with the Bidder's/Proposer's original response, the College may opt to use either the prior response or the presentation response as the College deems most favorable. Presentations are not open to the public but are audio recorded. The audio recordings become a public record upon award.

4.18 Negotiations

If this solicitation is a Request for Proposals (RFP) or Invitation to Negotiate (ITN), the College reserves the right to further negotiate terms not otherwise covered by this solicitation document to create an agreement with a top-ranked, awarded, or recommended awarded proposer. Any negotiations as part of an RFP or ITN shall be handled under the conditions of that RFP or ITN, which may vary.

4.19 Award

In the best interest of the College, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination of the foregoing. The College also reserves the right to reject all responses, to cancel a solicitation process at any time, or waive any minor irregularity or technicality in responses received. Further, the College reserves the right to secure expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated

with an entity submitting a response.) In some cases, an award may be based on the top-ranked Bidder/Proposer and the College being able to agree on final contract terms. If for any reason the top-ranked Bidder/Proposer and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked Bidder/Proposer, and so on.

4.20 Posting and Tabulation

The posting of the award or recommended award will be made on or about the date of award notification as indicated in Section 1.0. Award notices, along with any other College decision document, are posted on the College's purchasing solicitation website: www.nwfsc.edu/purchasing. Such award or recommended award will remain posted for a period of at least seventy-two (72) hours. After award, solicitation files may be examined during normal working hours by appointment. In accordance with section 119.071(1), Florida Statutes, the contents of all solicitations become public records and are available to public inspection when an award or recommendation to award is posted or 30 days after responses are open, whichever is earlier. However, if the College rejects all responses, and concurrently provides notice of its intent to reissue the solicitation, the responses shall remain exempt from disclosure until notice of an award or intended award concerning the reissued solicitation is made or twelve (12) months has passed, whichever is sooner.

4.21 Protest

The recommended award will be posted for review by interested parties as stated in Section 4.20. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

In accordance with section 287.042(2)(c), Florida Statutes, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College under section 120.57(3), Florida Statutes, 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 estimated total volume of the award. The 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 College prevails, it shall recover all costs and charges that 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.

4.22 Insurance

Bidders/Proposers must comply with the College's Vendor Insurance Terms: <https://www.nwfsc.edu/wp-content/uploads/2021/06/NWFSC-Insurance-Requirements-for-Vendors-2021.pdf>.

Any additional or varying insurance Requirements will be provided in the Scope of Work or, as applicable to a particular solicitation, through negotiation with the College.

The Contractor must provide proof of all required insurance prior to any delivery or work being performed and, upon request, provide evidence that such insurance is always in place throughout the agreement. Failure to have required insurance coverage at any time during the agreement shall be grounds for default.

The College may, in its option, immediately suspend the agreement until the required insurance coverage has been restored or immediately terminate the agreement for default. Any amount due from the College under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.

4.23 Prices, Terms, and Payment

Bidder/Proposer prices shall include, as applicable, all costs, fees, assessments, taxes, packing, handling, shipping charges, and delivery charges to the destination shown in this solicitation document. Bidder/Proposer is requested to offer cash discount for prompt invoice payment (where applicable). Unless otherwise stated in this solicitation, payment terms shall be Net 30 days.

4.24 Taxes

The College is exempt from Federal Excise or State Sales Tax. Do not include these items on invoices. Invoices that include these items may be returned to the contractor. The applicable tax exemption number is shown on the College's Purchase Order. A copy of the College's tax-exempt certificate is available upon request.

4.25 Mistakes

Failure to examine this solicitation document, scope of work, specifications, delivery schedule, prices, extensions, and all instructions pertaining to any goods and services solicited in this solicitation document will be at Bidder/Proposer's risk. In case of mistake in extension, the unit price will govern.

4.26 Delivery

Delivery time may become a basis for making an award. Unless otherwise specified, delivery shall be made within thirty (30) days from the date of receiving a College purchase order. Unless otherwise agreed, deliveries to the College shall be made between the hours of 8:30 a.m. - 4:30 p.m. (Central Time), Monday through Friday.

4.27 Conflict of Interest and Affirmation

The award under this solicitation is subject to the provisions of Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their solicitation the name of any officer, director, or agent who is also an employee of Northwest Florida State College. All Bidders/Proposers must disclose any College employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's business or any of its branches. The Bidder/Proposer shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Bidder/Proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the College. The Bidder/Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner with the performance of the products or services required under this solicitation.

By submission of a Proposal, Proposer affirms that his or her Proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, equipment, or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

4.28 Disputes

In case of any doubt or difference of opinions as to the services to be furnished under this solicitation, the decision of the College's Director of Purchasing shall be final and binding on both parties. However, should

an administrative hearing occur, the party requesting the hearing shall be held accountable for all costs relating to that hearing.

4.29 Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship, or performance of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the successful Bidder/Proposer to notify the College at once, indicating in the notice the specific regulation that required an alteration. Northwest Florida State College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the award/agreement at no expense to the College.

4.30 Intellectual Property

The Contractor, without exception, shall indemnify and save harmless Northwest Florida State College and its trustees, officers, directors, employees, agents, successors, and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Northwest Florida State College. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

4.31 Advertising

Bidder/Proposer shall not use the results of this solicitation as a part of any commercial advertising without prior approval from Northwest Florida State College.

4.32 Assignment

Any Purchase Order issued under this solicitation, and the monies that may become due by award under this solicitation, may be assigned by the Contractor to another entity if Contractor provides advance, written notification to the Director of Purchasing. However, any such assignment shall permit the College to terminate any ongoing agreement with thirty (30) days' notice if desired by the College. No other assignment is permitted without express permission by the College.

4.33 Liability (Hold Harmless Agreement)

The Contractor agrees, by accepting the award of this solicitation that, on behalf of Contractor and any of its successors, heirs, executors, administrators, and assigns, Contractor waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS The District Board of Trustees of Northwest Florida State College, Florida, and the State of Florida and their respective trustees, officers, directors, employees, agents, successors, and assigns (collectively, "Releasees") from all claims, liabilities, actions and causes of action, damages, costs and/or expenses of any nature, whether present or arising in the future, including but not limited to attorneys' fees and costs (collectively "Claims"), arising out of or in any way connected with the appropriate use of the products or performance of the services set forth in this solicitation or any award under this solicitation.

4.34 Anti-Discrimination

The College is dedicated to the concepts of equity and equal opportunity. The College does not discriminate based on race, color, ethnicity, genetic information, national origin, religion, gender, gender identity, sexual orientation, marital status, disability, or age in programs or activities, in its employment

practices, in the admission and treatment of students in its programs or activities, or in its awarding of contracts. Contact information for inquiries regarding non-discrimination policies and compliance with federal and state standards may be found at <https://www.nwfsc.edu/about/compliance/>. In the event of the Bidder's/Proposer's or Contractor's noncompliance with this clause or with any other such applicable nondiscrimination laws, rules, regulations, or orders, any agreement resulting from this solicitation may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

4.35 State Licensing Requirement

All entities defined under Chapters 607, 617, or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State of Florida's Department of State and authorized to do business in the State of Florida. Submitting a response to this solicitation is a representation that Bidder/Proposal is on file and in good standing with the State of Florida's Department of State and is authorized to do business in the State of Florida.

4.36 Public Entity Crime Information

As per section 287.133(2)(a), Florida Statutes,

A person or affiliate who has been placed on the convicted Bidder/Proposer list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder/Proposer list.

4.37 Discriminatory Bidder/Proposers List

An entity or affiliate who has been placed on the Florida Discriminatory Bidder/Proposers List may not submit a response 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.

4.38 Records

All responses to this solicitation become the property of the College and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. To the extent that Contractor meets the definition of "contractor" under § 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of § 119.0701, Florida Statutes:

- 1) Keep and maintain public records required by College to perform the service.
- 2) Upon request from College's custodian of public records, provide College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

Agreement term and following completion of the agreement if the Contractor does not transfer the records to College.

- 4) Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Contractor or keep and maintain public records required by College to perform the service. If the Contractor transfers all public records to College upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to College, upon request from College's custodian of public records, in a format that is compatible with the information technology systems of College.
- 5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 729-5253, public.records@nwfsc.edu, 100 E COLLEGE BOULEVARD, NICEVILLE, FLORIDA 32578.**
- 6) **THE CONTRACTOR ACKNOWLEDGES THAT NORTHWEST FLORIDA STATE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON NORTHWEST FLORIDA STATE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT IT HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR IMMEDIATE TERMINATION.**

In addition, this Agreement may be unilaterally canceled by College for refusal by Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement. Moreover, all written records received by the College in connection with the transaction of official business may be deemed public records and are subject to the provisions of Chapter 119, Florida Statutes.

4.39 Confidentiality & Proprietary Information

Confidential or proprietary information provided by one party to the other in discharge of the terms and conditions of this agreement must be clearly marked as being proprietary or confidential. Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Each party agrees to protect the information or property disclosed to the other party and will take reasonable action required to protect the disclosing party from damages arising out of the disclosure of information or property in violation of this provision. **If either party believes any information submitted is protected from disclosure under Florida's public records law, the disclosing party must provide evidence of a statutory exemption under Florida law that is satisfactory to the other or obtain a protective order. All**

items of confidential information must be labeled in writing as such when delivered to the recipient. This solicitation and proposer's response is not considered confidential.

4.40 Severability

The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions of this solicitation or the agreement and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.

4.41 Governing Law and Venue

Any agreement resulting from this solicitation is executed and entered in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Any action on this or in connection with this solicitation or any agreement resulting from this solicitation shall be brought in Okaloosa County, Florida.

4.42 Termination for Convenience

Unless otherwise stated in this solicitation or stated in a resulting contract, any agreement resulting from this solicitation may be terminated by either party upon no less than ninety (90) calendar days' notice, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery through which an original signature is obtained, or in person with proof of delivery.

4.43 Availability of Funds

The obligations of the College under the award(s) from this solicitation are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

4.44 Force Majeure

Neither party shall be liable for loss or damage suffered because of any delay or failure in performance under the Agreement resulting from this solicitation due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, strikes, or labor disputes.

4.45 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Bidder/Proposer because of any discussions with any College employee or representative. Only those communications that are in writing from the College's Director of Purchasing shall be considered a duly authorized expression on behalf of the College. Only communications from the Bidder's/Proposer's representative that are in writing will be recognized by the College as duly authorized expressions on behalf of the Bidder/Proposer.

4.46 College Rules, Sexual Harassment, and Child Abuse

Board of Trustees policy prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor understands that Contractor personnel must report any suspected sexual harassment or violence that is related to the provision of goods or services to the College in any way whatsoever to the appropriate authorities including the NWFSC Campus Safety and Security and the College's Title IX Coordinator.

Contractor understands that Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the

Florida Abuse Hotline of the Department of Children and Families at 1-800-962-2873. More information about reporting abuse may be found online at <http://www.dcf.state.fl.us/programs/abuse/index.shtml>.

4.47 Changes to Agreement / Changed Conditions

Any changes to any agreement resulting from this solicitation must be in writing and executed by authorized representatives of all parties or must be in a College-issued change order and acceptance by Contractor. Should College conditions change that were not anticipated by the College, both parties shall work together in good faith to adjust the Agreement to accommodate the change.

4.48 Compliance with Law

The College intends by this RFP to comply with all applicable federal, state, and local statutes, regulations, and policies. This RFP does not intend to, nor will it supersede any such applicable authority. To the extent this RFP is not in compliance with any applicable law, the RFP will be amended or cancelled to bring the College into compliance. Bidder/Proposer and, if any, Contractor will comply with all applicable federal law, regulations, executive orders, granting agency policies, procedures, and directives.

Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items or services covered in this solicitation apply to the solicitation and any award. Lack of knowledge by the Bidder/Proposer will in no way be a cause for relief from responsibility.

4.49 Debarment and Suspension and Prohibited Equipment

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR (Code of Federal Regulations) 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This agreement will be considered void should the Contractor be listed on the SAM exclusions list.

Contractor will not employ technology from any Bidder/Proposer subject to any Federal Acquisition Regulation that prohibits contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment currently in force. Should any such equipment be installed as part of this solicitation, Contractor will, at its cost, remove such equipment and replace it with permitted equipment acceptable to the College. Proposers will inform the College by the inquiry date if any product specified herein violates any such regulation.

4.50 FERPA

In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g et seq. and 34 CFR Part 99, and Florida Statutes sections 1002.225 and 1006.52, should the Contractor be deemed to have a legitimate educational interest in accessing a student's educational records, the Contractor and Contractor's employees shall comply with the non-disclosure and other requirements of all applicable laws and regulations. Contractor shall not use or disclose confidential student information received from or on behalf of the College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the College. Contractor agrees not to use confidential student information for any purpose other than the purpose for which the disclosure was made.

4.51 Independent Contractors

The relationship of College and Contractor is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for any purpose whatsoever.

4.52 Mechanics and Laborers

The Bidder/Proposer shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

4.53 Employment Eligibility

Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

Contractor agrees to comply with all applicable provisions of § 448.095, Florida Statutes. Contractor and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor will provide appropriate evidence of enrollment to College. Contractor will require subcontractors, if any, to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavits for the duration of its contract with College. College, Contractor, and subcontractors who have a good faith belief that a person or entity with which it is contracting has knowingly violated § 448.09(1), Florida Statutes, shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional cost or expense incurred by College because of such termination of a contract. If College has a good faith belief that a subcontractor knowingly violated this section, but the Contractor otherwise complied with the relevant law, College will promptly notify the Contractor and direct the Contractor to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional costs or expenses incurred by College because of such termination of a contract.

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.54 COVID-19 Response

Bidder/Proposer is on notice of and agrees to comply with the terms of the College's COVID-19 response, which is stated at www.nwfsc.edu/coronavirus. Bidder understands and agrees that the College will update its COVID-19 response as appropriate under federal and state guidelines and Bidder must remain knowledgeable of and in compliance with the College's COVID-19 response approach.