



Request for Proposal #2021-2022-01

FLIGHT TRAINING PROVIDER

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.

Request for Proposal #2021-2022-01

FLIGHT TRAINING PROVIDER

1.0 Schedule and Contact Information

Date of Posting: February 17, 2022

Purchasing Contact: Director of Purchasing
Katherine St. Onge
purchasing@nwfsc.edu
850-729-6031

Mail responses in a sealed envelope to: Request for Proposal #2021-2022-01
Attn: Katherine St. Onge, Director of Purchasing
Northwest Florida State College
100 College Boulevard
Building 310, Room 304
Niceville, Florida 32578

The College reserves the right to amend this schedule at any point. The College will post solicitation materials, including any changes to the schedule below, at <https://www.nwfsc.edu/about/purchasing/solicitations-and-awards/>.

The College lists times in Central Time. The issuance of this solicitation was approved by The District Board of Trustees of Northwest Florida State College on February 15, 2022.

Inquiry Deadline	March 2, 2022 @ 4:30 p.m.
Answers to Inquiries Posted by or Before	March 4, 2022 @ 4:30 p.m.
Date and Time that Proposals are Due	March 11, 2022 @ 12:00 p.m.
Selection Committee Evaluation of Proposals	March 14 - 18, 2022 @ 4:30 p.m.
Site Visits	March 15, 2022 (Time TBD)
Public Evaluation Meeting (if requested by Committee member)	Tentatively March 15, 2022 (Time TBD)
Notice of Intent to Award	Tentatively March 28, 2022

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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 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

The College is seeking one or more flight training organizations to perform flight training for an Associate of Science degree in Professional Pilot Science. The Professional Pilot Science program is offered at the Aviation Center for Excellence at Bob Sikes Regional Airport in Crestview, Florida. Training science and aviation research have demonstrated the need for novel instructional methods to ensure the proficiency and professionalism of tomorrow's workforce. NWFSC is looking for forward-thinking organizations with which to collaborate in preparing students for the next generation of aviation activities.

The Professional Pilot Science program is structured to include the maximum use of new-generation light aircraft (light-sport aircraft), multi-engine training aircraft, and optional simulation devices. The program prepares graduates for careers as professional pilots or flight instructors. After completing the program, the student will be prepared to earn a Federal Aviation Administration (FAA) Commercial Pilot Certificate, Single and Multi-engine Land, with an Instrument Rating. This program also prepares students for additional certificates in Certified Flight Instructor Airplane and optional Certified Instrument Flight Instructor.

2.3 Services to be Provided

The Flight Training Provider (FTP) must be able to provide the following services:

1. Basic Requirements to Provide Flight Training. The College intends to begin the Professional Pilot Science program in Summer 2022. Those classes must begin May 16, 2022, and College preparation for offering those courses must begin many weeks in advance of the start date. To be able to timely provide services to the College if chosen as the FTP, the Proposer must submit evidence of the following with its proposal:
 - a. Part 141 Certificate. The Proposer must hold a US 14 CFR Part 141 Air Agency Certificate for all Program Courses to be offered by the FTP under which the FTP could operate at the Bob Sikes Airport as of the date of Proposal. The Certificate must be submitted with the Proposal.
 - b. Location. The Proposer must submit evidence that it can operate all flight courses at the Bob Sikes Airport. The Proposer must submit evidence that it can provide theory or pre-flight instruction from a location convenient to the Bob Sikes Airport, and the convenience of such location is determined by the College. The site(s) at which the Proposer will operate as FTP must be available for a site visit; any cost to the Proposer of any part or the whole of a site visit is the responsibility of the Proposer.
 - i. Any work product or written material (such as, but not limited to, syllabi or manuals) referenced in this solicitation or in the Proposer's submission should be available for review at the site visit.
 - c. Insurance. The Proposer must provide proof with its Proposal of the following certificates of insurance. The insurance policies required in this section shall be referred to collectively as "Insurance." Insurance shall be provided by financially responsible companies authorized to do

business in the state of Florida with “Best” ratings of at least “A” or better. All Insurance policies shall provide that they shall not be canceled or amended without the insurance company giving both parties, and where required named insured, thirty (30) days' prior written notice.

- i. Aircraft Hull and Liability Insurance. The FTP shall maintain an aircraft hull and liability insurance policy covering the FTP’s flight training operation of all owned or non-owned aircraft with a limit of liability of no less than \$5 million combined single limit (with no per passenger sublimit), including passengers, per occurrence.
 1. Aircraft liability coverage shall include coverage for student pilots and renter pilot liability, specifically covering the operation of aircraft of the College’s students, without per person or per passenger sub-limits.
 2. Aircraft liability coverage shall include and state a waiver of subrogation with respect to physical damage coverage on the hull in favor of the College’s students.
 - ii. Commercial Automobile Liability Insurance. The FTP shall maintain a commercial automobile liability insurance policy covering owned and non-owned, hired automobiles with a \$1 million dollar combined single limit.
 - iii. Comprehensive General Liability Insurance. The FTP shall maintain a comprehensive general liability policy of insurance, including airport premises liability, negligent flight instruction coverage, and contractual liability covering the College for the Contractor operating its flight training operations on the College grounds with a limit of liability of no less than \$5 million dollars combined single limit.
 - iv. Employer’s Liability Insurance. The FTP shall maintain a policy of employer’s liability of \$1 million combined single limit.
 - v. Worker’s Compensation Coverage. The FTP shall maintain worker's compensation insurance to the statutory limits as required by Florida Statutes.
 - vi. Additional Insured Status. The Aircraft Liability Insurance and Comprehensive General Liability policies shall each name The District Board of Trustees of Northwest Florida State College, Florida, its trustees, officers, employees, and representatives as additional insured. At the time of submitting the Proposal, the additional insured status need not be listed, but any selected FTP may not begin work without providing proof of insurance with the additional insured status listed.
- d. Safety Record. The Proposer must submit with their Proposal a list of any incidents, accidents, or mishaps the FTP has experienced in the prior 12 years from the date of the solicitation publication. If assigned, the NTSB accident number must be included. Any FAA-issued flight violations or enforcement actions must be included along with a description of the incident, date, involvement, and resolution (which includes any FAA action, civil penalties, or criminal investigation or conviction). If the FTP has a record of any instructor or student flight violations, it must state whether certificate action or civil or criminal penalties followed. The College reserves the right to review the NTSB record and any other available record for any omissions, incompleteness, or other inaccuracy in the submission. The Proposer must also submit with their Proposal information regarding their Safety Management System (SMS) and culture that it will employ when providing flight training services to the College.
2. Program Courses. The FTP must be able to conduct in-flight aircraft instruction per the course descriptions listed in this section, which are the Program Courses. A coordinated program of instruction by the FTP will

result in completion of the Program Courses, FAA knowledge tests, and FAA airman certification. The FTP must provide instructors and aircraft to enable completion of the Program Courses. The proposed types of aircraft for each of the Program Courses are to be listed on the Exhibits related to Price Quotes, where directed. Program Courses will integrate ground and Flight Simulation Training Device (FSTD) or aircraft training using scenario-based instruction and learner-centered grading. The Program Courses are:

- a. ATF 2305L Instrument Pilot Flight - 1 Credit Hours (38 flight hours): This course provides the training required for the FAA Instrument Airplane rating. It includes 38 hours of dual flight instruction and 9 hours of ground instruction and pre-/post flight briefings with an FAA-approved flight instructor. The course requirements are met when the student earns their Instrument rating. It should be noted that the hours above are based on FAA syllabus minimums, and students will often exceed these minimum hours. The cost for these additional flight hours is not covered by the course fee. Pilot students are expected to fly at least three flights per week, not counting Sundays. Students who cannot commit to such a schedule are not likely to pass. This course also has special requirements, which students must meet prior to enrolling: 1. students must hold a Private Pilot, Airplane Single-Engine Land certificate, 2. students must hold a minimum of an FAA third-class medical certificate (current second class for GI Bill students), 3. students must be U.S. citizens or have TSA authorization to start flight training, 4. students must meet with the Program Manager to verify documentation and review course requirements and flight training costs. Northwest Florida State College provides the flight instruction through a College-contracted flight school. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Prerequisite(s): Students must hold a Private Pilot, Airplane Single-Engine Land certificate. Prerequisite(s)/Corequisites: Must be enrolled in, or have completed ATT 1120.
- b. ATF 2530L Certified Flight Instructor Instrument - 1 Credit Hour (15 flight hours): This course provides a study of the aeronautical skills and abilities required for the Certified Flight Instructor Airplane Certificate. Students apply skills from prior classes to explain, demonstrate, and analyze flight maneuvers and resource management skills involved with Private Pilot, Commercial Pilot, and Flight Instructor Certificates. The course also provides practical flight instruction experiences. Students must complete the appropriate flight lessons and pass the Federal Aviation Administration's Flight Instructor Airplane Single Engine Practical Exam to satisfactorily complete the course. Flight training fees (in addition to the cost of tuition) are required and must be paid in advance of the course start date. Flight training fees for this course are based on 25 hours of flight training, which is the minimum number of flight hours allowed by the FAA for completion of the Flight Instructor - Airplane Certification. Any additional training required beyond the FAA minimum is the financial responsibility of the student. This course also has special requirements, which students must meet prior to enrolling: 1. students must hold a Private Pilot, Airplane Single-Engine Land certificate, 2. students must hold a minimum of an FAA third-class medical certificate (current second class for GI Bill students), 3. students must be U.S. citizens or have TSA authorization to start flight training, and 4. students must meet with the Program Manager to verify documentation and review course requirements and flight training costs. Northwest Florida State College provides the flight instruction through a College-contracted flight school. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Prerequisites: ATF 2500L and ATF 2305L
- c. ATT 1120 Instrument Rating Ground School - 3 Credit Hours: This course provides the classroom instruction required for instrument flight training and the FAA Instrument-Airplane Knowledge Test. Topics include flight by instrument reference, flight physiology, IFR aircraft operations and procedures, radio navigation, in-route charts, instrument approach procedures, flight planning, weather, and IFR regulations. Students who complete the course satisfactorily may earn the required

endorsement to take the FAA Instrument Rating Knowledge Test. Students are required to be enrolled in, or have completed, this course prior to beginning Instrument flight training. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Prerequisites: students must hold a Private Pilot, Airplane Single-Engine Land certificate

- d. ATT 2110 Commercial Pilot Ground School - 3 Credit Hours: This course provides the classroom instruction required for Commercial Pilot flight training and the FAA Commercial Pilot-Airplane Knowledge Test. Topics include advanced aircraft systems, high performance engines, retractable landing gear, and environmental systems, advanced performance charts, maximizing aircraft performance, and regulations relating to commercial operations. Students who complete the course satisfactorily may earn the required endorsement to take the FAA Commercial Pilot-Airplane Knowledge Test. Students are required to be enrolled in, or have completed, this course prior to beginning Commercial Pilot flight training. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Prerequisites: students must hold a Private Pilot, Airplane Single-Engine Land certificate
- e. ATF 2201L Commercial Flight I - 1 Credit Hours (44 flight hours): This is the first of three courses needed to complete the training required for the FAA Commercial Pilot certificate for single-engine airplanes. This course covers the first phase of commercial pilot training: cross-country navigation and flight review. It includes 33 hours of solo flight, 11 hours of dual flight instruction, and five hours of ground instruction and pre-/post flight briefings with an FAA-approved flight instructor. After completing this course, students take Commercial Flight II and III to meet the requirements for the Commercial Pilot certificate. It should be noted that the hours above are based on FAA-syllabus minimums, and students may exceed these minimum hours. The cost for these additional flight hours is not covered by the course fee. Pilot students are expected to fly at least three flights per week, not counting Sundays. Students who cannot commit to such a schedule are not likely to pass. This course also has special requirements, which students must meet prior to enrolling: 1. students must hold a Private Pilot, Airplane Single-Engine Land certificate, 2. students must hold a minimum of an FAA third-class medical certificate (current second class for GI Bill students), 3. students must be U.S. citizens or have TSA authorization to start flight training, and 4. students must meet with the Program Manager to verify documentation and review course requirements and flight training costs. Northwest Florida State College provides the flight instruction through a College-contracted flight school. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Prerequisites: Student must hold a Private Pilot, Airplane Single-Engine Land certificate Pre/Co-requisites: ATT 2110
- f. ATF 2202L Commercial Flight II - 1 Credit Hours (46 flight hours): This is the second of three courses needed to complete the training required for the FAA Commercial Pilot certificate for single-engine airplanes. This course covers the second and third phases of commercial pilot training: cross-country time-building. It includes 32 hours of solo flight, 14 hours of dual flight instruction, and five hours of ground instruction and pre-/post flight briefings with an FAA-approved flight instructor. After completing this course, students take Commercial Flight III to complete the requirements for the Commercial Pilot certificate. It should be noted that the hours above are based on FAA-syllabus minimums, and students may exceed these minimum hours. The cost for these additional flight hours is not covered by the course fee. Pilot students are expected to fly at least three flights per week, not counting Sundays. Students who cannot commit to such a schedule are not likely to pass. This course also has special requirements, which students must meet prior to enrolling: 1. students must hold a Private Pilot, Airplane Single-Engine Land certificate, 2. students must hold a minimum of an FAA third-class medical certificate (current second class for GI Bill students), 3. students must be U.S.

citizens or have TSA authorization to start flight training, and 4. students must meet with the Program Manager to verify documentation and review course requirements and flight training costs. Northwest Florida State College provides the flight instruction through a College-contracted flight school. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Prerequisites: Student must hold a Private Pilot, Airplane Single-Engine Land certificate Pre/Co-requisites: ATF 2201L

- g. ATF 2203L Commercial Flight III - 1 Credit Hours (30 flight hours): This is the third of three courses needed to complete the training required for the FAA Commercial Pilot certificate for single-engine airplanes. This course covers the fourth and fifth phases of commercial pilot training: commercial maneuvers and complex airplane training. It includes 30 hours of dual instruction including 10 hours in a complex airplane, and 12 hours of ground instruction and pre-/post flight briefings with an FAA approved flight instructor. The course requirements are met when the student earns their Commercial Pilot certificate for single-engine airplanes. It should be noted that the hours above are based on FAA-syllabus minimums, and students will often exceed these minimum hours. The cost for these additional flight hours is not covered by the course fee. Pilot students are expected to fly at least three flights per week, not counting Sundays. Students who cannot commit to such a schedule are not likely to pass. This course also has special requirements, which students must meet prior to enrolling: 1. students must hold a Private Pilot, Airplane Single-Engine Land certificate, 2. students must hold a minimum of an FAA third-class medical certificate (current second class for GI Bill students), 3. students must be U.S. citizens or have TSA authorization to start flight training, and 4. students must meet with the Program Manager to verify documentation and review course requirements and flight training costs. Northwest Florida State College provides the flight instruction through a College-contracted flight school. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Pre/Co-requisites: ATF 2202L
- h. ATF 2400L Multi Engine Flight - 1 Credit Hours (15 flight hours): This course provides both the ground and flight training needed to earn the FAA Multi-Engine rating. It includes 10 hours of dual flight instruction and 18 hours of ground instruction and pre-/post flight briefings with an FAA approved flight instructor. The course requirements are met when the student earns their Multi-Engine Commercial rating. It should be noted that the hours above are based on FAA-syllabus minimums, and students will often exceed these minimum hours. The cost for these additional flight hours is not covered by the course fee. Pilot students are expected to fly at least three flights per week, not counting Sundays. Students who cannot commit to such a schedule are not likely to pass. This course also has special requirements, which students must meet prior to enrolling: 1. students must hold a Private Pilot, Airplane Single-Engine Land certificate, 2. students must hold a minimum of an FAA third-class medical certificate (current second class for GI Bill students), 3. students must be U.S. citizens or have TSA authorization to start flight training, and 4. students must meet with the Program Manager to verify documentation and review course requirements and flight training costs. Northwest Florida State College provides the flight instruction through a College-contracted flight school. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Pre/Co-requisites: ATF 2203L
- i. ATT 2131 Certified Flight Instructor Ground - 3 Credit Hours: This course provides the classroom instruction required for Certified Flight Instructor training and both the FAA Fundamentals of Instructing and Flight Instructor-Airplane Knowledge Tests. Topics include the learning process, elements of effective teaching, student evaluation and testing, course development, lesson planning, and classroom training techniques. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Prerequisites: ATF 2203L

- j. ATF 2500L Certified Flight Instructor - 1 Credit Hours (25 flight hours): This course provides the training needed to earn the FAA Certified Flight Instructor certificate for airplanes. It includes 25 hours of dual flight instruction and 6 hours of ground instruction and pre-/post flight briefings with an FAA approved flight instructor. The course requirements are met when the student earns their Certified Flight Instructor certificate for airplanes. It should be noted that the hours above are based on FAA-syllabus minimums, and students will often exceed these minimum hours. The cost for these additional flight hours is not covered by the course fee. Pilot students are expected to fly at least three flights per week, not counting Sundays. Students who cannot commit to such a schedule are not likely to pass. This course also has special requirements, which students must meet prior to enrolling: 1. students must hold a Private Pilot, Airplane Single-Engine Land certificate, 2. students must hold a minimum of an FAA third-class medical certificate (current second class for GI Bill students), 3. students must be U.S. citizens or have TSA authorization to start flight training, and 4. students must meet with the Program Manager to verify documentation and review course requirements and flight training costs. Northwest Florida State College provides the flight instruction through a College-contracted flight school. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Pre/Co-requisites: ATF 2131L
 - k. ATF 2500L Certified Flight Instructor 1 Credit Hours (25 flight hours): This course provides the training needed to earn the FAA Certified Flight Instructor certificate for airplanes. It includes 25 hours of dual flight instruction and 6 hours of ground instruction and pre-/post flight briefings with an FAA approved flight instructor. The course requirements are met when the student earns their Certified Flight Instructor certificate for airplanes. It should be noted that the hours above are based on FAA-syllabus minimums, and students will often exceed these minimum hours. The cost for these additional flight hours is not covered by the course fee. Pilot students are expected to fly at least three flights per week, not counting Sundays. Students who cannot commit to such a schedule are not likely to pass. This course also has special requirements, which students must meet prior to enrolling: 1. students must hold a Private Pilot, Airplane Single-Engine Land certificate, 2. students must hold a minimum of an FAA third-class medical certificate (current second class for GI Bill students), 3. students must be U.S. citizens or have TSA authorization to start flight training, and 4. students must meet with the Program Manager to verify documentation and review course requirements and flight training costs. Northwest Florida State College provides the flight instruction through a College-contracted flight school. NWFSC does not waive the course fees for this program for active-duty military students using Tuition Assistance. Pre/Co-requisites: ATF 2131L
 - l. *ATT 2111 Aircraft Systems Advanced 3 Credit Hours: This course enhances the classroom instruction required for Commercial Pilot flight training. Topics include advanced aircraft systems, high performance engines, retractable landing gear, and environmental systems, advanced performance charts, maximizing aircraft performance, and regulations relating to commercial operations. Prerequisites: ASC 1610
3. Additional Technical and Experience Requirements. Any selected FTP must be able to:
- a. Use an FAA-approved training syllabus or an acceptable Commercial Off-the-Shelf syllabus for Program Courses. Each syllabus will be easily parsed to coordinate with the structure of the Program Course descriptions. The syllabi employed in the training of NWFSC students must be scenario-based and incorporate human-factors training throughout the course of instruction. The course syllabi provided by the FTP shall be in accordance with FAA requirements and be coordinated with the College's Flight Training Representative (CFTR). Any significant departure from the syllabi by instructors must be coordinated with the CFTR and pre-approved in writing by the College.
 - b. Permit the CFTR to coordinate the registration of students for Program Courses.

- c. Provide weekly student flight training status reports to the CFTR, to include hours flown, stage completion status and exam results, unsatisfactory or incomplete lessons or lesson subtasks, remedial or extra instruction given, and instructor amplifying remarks and comments.
- d. Have a Policy and Procedures Manual and adhere to the provisions within that manual.
- e. Have detailed Aircraft Standardization Manuals for each aircraft operated within as the College's FTP.
- f. Maintain a superior safety record for all aspects of its operation as the College's FTP.
- g. Participate in FAA and other appropriate safety programs and initiatives.
- h. Participate with the Aviation Program Director or designee in monthly flight student meetings to address issues pertaining to flight training and student success.
- i. Accept and abide by the terms of the NWFSC Professional Pilot Program Operations Manual and participate in a regular review and revision effort of that document.
- j. Maintain student, dispatch, and maintenance records, preferably electronically, for at least five years.
- k. Be capable of obtaining Transportation Security Administration (TSA) clearance.
- l. Be approved by the Veteran's Administration (VA) and be eligible for inclusion in courses approved under the Post 9/11 GI Bill. The FTP must comply with all regulations and procedures established by the VA and the College's Veterans Affairs Enrollment Services Manager for administering aviation training programs. Failure to be approved may result in termination of the FTP contract in the College's sole discretion.
- m. Require all ground, FSTD, and flight instructors providing training for NWFSC students to:
 - i. Hold the appropriate certificates and ratings for the courses taught for at least six months **OR** be a graduate of the NWFSC Professional Pilot Program Flight Instructor courses; **AND**
 - ii. Have given 200 hours of flight instruction **OR** be a graduate of the NWFSC Professional Pilot Program Flight Instructor courses; **AND**
 - iii. Have successfully completed the NWFSC Instructor Standardization and Proficiency Program.
- n. Ensure that the flight training instructors hold a current and valid FAA Flight Instructor's Certificate and appropriate ratings and all other required qualifications listed in this solicitation and have completed a standardization flight check within the preceding twelve-month period by the FTP's chief pilot or other qualified person in accordance with Part 141 Flight School requirements.
- o. Designate a Chief or Assistant Chief Flight Instructor responsible for the NWFSC students, who shall at least have the qualifications required by 14 CFR Part 141 to hold the position of Chief Flight Instructor or Assistant Chief Flight Instructor, as appropriate, **AND**
 - i. Hold valid FAA Flight Instructor certificates for all programs; **AND**
 - ii. Have at least one year of recent experience in an FAA Part 141 approved flight school as a flight instructor or at least two years' experience as a flight instructor providing flight training.
- p. Assign the Chief Instructor as a member of the NWFSC Aviation Safety Team and Aviation Program Review Board. Both groups meet monthly, and regular attendance and participation are required.
- q. Adhere to the dress code specified by NWFSC.
- r. Supply aircraft and optional FSTDs of the types, specifications, and quantities set forth in the Aircraft Listing and Price Quote(s). The aircraft shall comply with the following:

- i. Dispatch reliability of fleet will be greater than 90 percent;
 - ii. Fleet will provide advanced aircraft technology, including but not limited to electronic flight information systems (“glass cockpits”), autopilots, global position systems, synthetic vision, and traffic/weather information. Not all fleet aircraft must contain such equipment;
 - iii. Fleet will be equipped to comply with the provisions of the applicable FAA Practical Test Standards, Aircraft and Equipment Required for the Practical Test; and
 - iv. Aircraft will be maintained in an airworthy condition.
- s. Maintain the following minimum equipment in operational condition. The FTP shall:
 - i. Maintain in an operative condition the minimum equipment for Day/Night VFR/IFR operations as appropriate, for the type of training being provided, in accordance with 14 CFR Part 91.205;
 - ii. Maintain the necessary equipment to operate in Class B, C, D, and E airspace; and
 - iii. For commercial complex training, the flight equipment shall contain all the equipment listed in the Proposal and meet all FAR requirements for complex aircraft.
- t. Maintain, service, overhaul, repair, replace, inspect, and test each aircraft and each of its parts and components, including, without limitation, the engines, the airframes, and the avionics and instruments in accordance with FAA-approved maintenance and inspection programs and in accordance with all other applicable law to keep the aircraft and its parts and components in good operating condition and to maintain the airworthiness certificate of the aircraft.
- u. For aircraft to be used for Instrument Flight Training, maintain each aircraft in accordance with all applicable laws, including without limitation, FAR §§ 91.411, 91.413 and 91.171 so that all instrument checks necessary for legal IFR flight are current and logged in as required by those regulations. Maintain the interior and exterior of the aircraft in neat, clean, and presentable condition.
- v. Have access to available certified maintenance and appropriate hangar facilities for engine and airframe maintenance and repair and be able to obtain certified avionics repair.
- w. Perform maintenance and repair work in a professional and workmanlike manner consistent with industry standards and in conformance with applicable laws to keep the aircraft in airworthy condition. Ensure that normal flight operation is not hindered due to maintenance problems.
- x. If any aircraft identified in in the FTP’s submission becomes or will become unavailable for more than seven calendar days, notify the CFTR in writing, provide immediate access to a substitute aircraft that is at least of the same capability and at the same hourly rate to the student, and present to the CFTR a written plan of action avoiding equipment unavailability and steps for when equipment is unavailable for more than seven calendar days.
- y. If any aircraft is grounded for mechanical reasons during flight training instruction at a pre-approved training destination other than its home base, repair the aircraft and arrange to accommodate any students who are required to remain overnight at the FTP’s cost.
- z. Furnish all fuel and oil, all maintenance, repairs, and major overhauls and all other services to maintain the aircraft in good operating condition as specified in all applicable regulations.
- aa. Have an established initial employment and random drug-testing program for all employees.
- bb. Use best efforts, skills, and abilities to perform, or cause all others employed or retained by it to perform all FTP services in accordance with the standards of care, diligence, and professional skill

consistent with recognized aviation industry practices. Comply with, satisfy, and be subject to all applicable FAA regulations as well as federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders, and other applicable standards.

- cc. Collaborate with the College to incorporate optional flight simulation devices into their Part 141 Training Course Outline and syllabi to maximize benefits of scenario-based flight simulation training.
- dd. Offer and provide all possible internship and job placement opportunities to NWFSC students.
- ee. Permit the CFTR, and other qualified and designated College instructors, to periodically conduct quality of instruction monitoring and flight training student oversight via actual delivery of flight lessons and/or flight or ground lesson observation of students with their designated instructor.
- ff. Obtain and pay for all necessary licenses and permits and provide copies to the College.
- gg. Always guard against damage or loss to the property of the College, its students, other vendors, or contractors and shall replace or repair at the FTP's cost any damage or lost unless such damage or loss was caused solely by the College, its students, other vendors, or contractors. The College may withhold payment or make such deductions as the College deems necessary to ensure reimbursement for loss or damage to College property caused through the negligence of the FTP, its employees, subcontractors, or agents.
- hh. Agrees that the College or its authorized representative reserve the right to approve all materials and ancillary equipment which the Contractor shall offer for sale to the Students and the price to be charged for such materials and equipment; provided, however, that the College's approval shall not be unreasonably withheld so long as such prices are in conformity and not exceed the prices generally charged locally for such materials and equipment.
- ii. Be entirely responsible, at its sole expense, for administrative employment taxes, providing worker's compensation coverage, obtaining disability, liability, and life and group health insurance, and providing for pension plan coverage as well as non-obligatory fringe benefit programs for its employees, where applicable. The FTP will indemnify, defend, and hold the College harmless from direct out of pocket expenses of any of the foregoing or other employee administration costs, which may result from FTP failure to withhold taxes, failure to provide benefits for the FTP's employees, or failure to conduct itself in accordance with applicable law.
- jj. Collaborate regarding marketing with the College. The College will collaborate with the awarded contractor for joint marketing of the program. The College retains ultimate control regarding marketing for its programs. You must obtain the written approval of the College's Strategic Communications Department before any publication that contains the College's name or logo.
- kk. Provide a quantity of aircraft that is sufficient to fly approximately 2500 flight hours and to train approximately 50 students each year from the beginning of the contract inception. Reflect that quantity in Exhibit A Aircraft Listing.
- ll. Provide the College access to FTP status board, logbooks, and student records.

4. Representations and Warranties. The Proposer represents and warrants the following, acknowledging that the College is relying on these statements in considering the Proposal and the award of contract, if any.

- a. The FTP has all requisite power and authority to perform all obligations provided for in this solicitation;
- b. There are no suits or proceedings pending, or to the knowledge of the FTP, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the FTP or its instructors to be used in providing the services, which, if adversely determined,

will have a material adverse effect on the ability of the FTP or any of its instructors to perform their obligations under this solicitation;

- c. The FTP is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound nor is it in violation of any applicable laws of which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the FTP;
- d. The FTP, its instructors, and all other persons and entities which will be used by the FTP to provide the services under this solicitation currently hold all permits, licenses, certificates, registrations, qualifications, and other authorizations, which are necessary to provide the services under this solicitation:
- e. The FTP has valid legal title or possessory interest to, or use of, the listed aircraft and the necessary flight equipment and airport facilities for performance of the services, and operates or uses and inspects and maintains the aircraft and such equipment and facilities in full compliance with all applicable laws, including, without limitation and with respect to the aircraft, FAR sections 91.411, 91.413, and 91.171; and
- f. The information contained in the FTP's most recent annual financial statement furnished with the FTP's proposal is true and correct as of the date of such statement, has been certified by a public accountant, and contains no material omissions of fact relating to the financial condition of the FTP.
- g. The information contained in the proposal is accurate, complete, and truthful.

2.4 Location of Services

The Proposer must submit evidence that it can operate all flight courses at the Bob Sikes Airport. The Proposer must submit evidence that it can provide theory or pre-flight instruction from a location convenient to the Bob Sikes Airport, and the convenience of such location is determined by the College. The site(s) at which the Proposer will operate as FTP must be available for a site visit; any cost to the Proposer of any part or the whole of a site visit is the responsibility of the Proposer.

2.5 Term

An awardee, if any, will provide services to the College through an annual contract beginning from the date of contract execution.

1. Probationary Period. The first three (3) months that the FTP provides services under the agreement will be probationary. The probationary period offers the College the opportunity to review the FTP's performance in training students in accordance with the terms of the agreement. The College will notify the FTP in writing of any deficiency on or before the conclusion of the first three (3) months of services. The FTP shall have twenty-one calendar days to remedy any deficiencies. If deficiencies are not corrected to the College's satisfaction within twenty-one calendar days, the College may extend the correction period, in its sole discretion, or treat the FTP as in default under the agreement. If the FTP's performance is deficient in the probationary period, the College may extend the probationary period by another three months of services under the same terms.
2. Renewal. The College may renew the agreement annually, based on satisfactory performance of the FTP and upon terms and conditions consistent with the agreement and acceptable to the College. If the College chooses to renew the agreement, it will notify the FTP of such renewal in writing at least one hundred twenty (120) calendar days prior to the expiration date of the agreement. Upon receipt of a notice of renewal, the

FTP shall notify the College in writing within thirty (30) calendar days whether the FTP will accept such renewal of the agreement and continue to provide flight training services to the College.

2.6 Price

Any resulting award will be an indefinite quantity contract with no usage requirements by the College and no minimum spend guarantees. The Proposer should respond with its best rate for the Scope of Work. All supply and maintenance requirements throughout the Scope of Work are at the FTP's expense, and its submission should reflect its best rate accordingly. Any response containing modifying or escalator clauses will not be considered unless specifically requested by the College in the solicitation document. The College may reject any response that is unbalanced. A response will be considered unbalanced when, in the opinion of the Director of Purchasing, the response 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 response will not result in the lowest overall cost to the College.

1. Firm, Fixed Prices. The prices quoted remain fixed and firm from the date of submission to the College and during the agreement period. The FTP bears the risk of incorrect prices quoted or changes in the prices quoted. If the Proposer anticipates different rates in any potential contract extension years, Proposer must include the price data required for each year for which the contract may be renewed. The College will not pay any rates or fees not transparently disclosed in the Proposer's submission.
2. Payment on Basis of Actual Number of Flight Hours. During the term of the agreement, the College will pay the FTP for the performance of services based on the actual number of hours of flight training received by students, consistent with the price terms of the solicitation and Proposal. The College will only schedule and authorize flight training when there are students enrolled in the courses and enrollment funds available for payment of flight training services. The College does not have separate funds for payment of services from an FTP other than what is paid by students enrolled in the Program Courses. The College is not responsible for costs associated with flight training services offered to students who are not properly enrolled or who have exhausted the funds in their student account. The FTP offers unauthorized services at its own risk.
3. FTP Increase of Cost of Delivering Services. If, during the period of performing an awarded FTP contract, the FTP experiences an increase in cost of delivering services due to different equipment or services being required by the College or a significant fuel cost increase during the period of the agreement, the FTP may submit to the College in writing and at least 60 calendar days prior to the beginning of the next academic term when the change would be effective: a detail listing of its changed expenses, evidence of its changed expenses, and justification for amending the amounts the College pays to the FTP for such expenses. The College will not consider or accept requests for price changes made verbally; College employees do not have the authority to verbally approve price changes. The College may request more details or documentation at its discretion. If the College declines to pay such increased costs, the FTP may terminate the agreement effective for the next academic semester.
4. FTP Decrease of Cost of Delivering Services. If the FTP experiences a decrease in cost of services due to lesser equipment or services being required by the College or a significant fuel cost decrease during the agreement, the FTP is responsible for disclosing such decreased cost of delivering services to the College in writing and providing a requisite decrease in cost of services for the next semester in which services are rendered.

2.7 Bidder Minimum Submission

A Proposer must submit the following, preferably in the following order:

1. Letter of Transmittal: Include a cover letter, not to exceed one page, on the firm's letterhead that summarizes 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.
2. Acknowledgment of Addenda: Return all addenda signed and dated if any were issued by the College.
3. Licensing: Proposer must submit its Part 141 Certificate as stated in the Scope of Work. Additionally, submission of a response is the Proposer's affirmation that it is authorized to do business in and in good standing with the State of Florida.
4. Insurance: Proposer must submit proof of insurance as stated in the Scope of Work.
5. Location: Proposer must submit proof of location of services as stated in the Scope of Work.
6. Safety Record: Proposer must submit its safety record as stated in the Scope of Work.
7. Exhibits Marked REQUIRED: Return complete and signed. Provide them in the order listed in this solicitation.
8. Summary Financial Statement: Provide proposer's most recent annual financial statement, which has been audited and certified by a Certified Public Accountant. A summary is sufficient.
9. Further Evidence of Ability to Perform Scope of Work: Include any other material that is (1) not otherwise covered by this list; (2) relevant to your ability to perform the Scope of Work; and (3) necessary to explain how you are best suited to meet the requirements.

2.8 Bid Format

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

Proposer shall submit one original hard copy and one readable electronic thumb drive that stores the submission in one PDF file. The cover page must identify the Solicitation Number, Name, Submission Date, and Proposer Name. The submission may not exceed 50 pages (one-sided) or 25 pages (two-sided—preferred) (required exhibits, addenda acknowledgement, and tab separators excluded).

The College additionally recommends organizing the submission as follows:

1. Use binding or a three-ring binder;
2. Use 8½" x 11" paper and portrait orientation;
3. Typewrite all information, except signatures or initials, in black Arial, Calibri, or Times New Roman;
4. Identify the material in a table of contents by section and by page number;
5. Separate sections with tabs;
6. Include Solicitation Number and Name in the footer of each page; and
7. Number each page consecutively, including exhibits, attachments, and any other information.

2.9 Bid Evaluation

The College intends to contract with the responsive and responsible Bidder whose response is determined 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 none, one, or more contracts for these services, as is in the best interest of the College.

Initial Review: Proposers will submit their solicitation package as outlined in the Scope of Work and consistent with all requirements of this solicitation. Purchasing will then review for responsiveness to the requirements of the solicitation.

Evaluation: After the initial review by Purchasing, Proposals will be provided to the Evaluation Committee. It will evaluate the offers, assigning a score to each. No ties may be assigned. When the Evaluation Committee's scores are turned in, proposals will be checked for completeness and compliance with instructions by Purchasing and ranked by Purchasing from most points to least points. Proposals will be evaluated on the following and may score a maximum of 100 points:

1. Value to the College. (Up to 35 points) The committee will review the prices submitted with each responsive proposal for Program Courses, including flight hours, briefing time, and all pilot kit items listed in the Aircraft Listing and Price Quote(s) Exhibits. The committee will consider total flight cost to the student, expected flight time to check-off, and cost of approved flight training device usage toward required flight hours.
2. Safety Record and SMS. (Up to 25 points) The committee will evaluate the Proposer's submitted safety record. Failure to disclose a complete safety record as required by the Scope of Work will result in disqualification. The Evaluation Committee will also evaluate the Proposer's SMS plan regarding standardization of flight instruction, adherence to school's policies and procedures, protocols for students and instructors internal reporting of violations and initiating corrective measures, conformity to all FAA regulations and requirements for operations and maintenance, and other submitted safety-related materials.
3. Proposed Fleet of Aircraft and Location. (Up to 25 points) The Evaluation Committee will review responsive proposals submitted based upon how the proposed fleet makeup aligns with the College's concept for integration of ground school, flight training, and scenario-based simulation and will also review responsive proposals submitted for whether their location of services is convenient to College operations and the students. The location information submitted must initially be responsive as stated in the Scope of Work. Site Visits will be considered in this category.
4. Firm and Staff Experience. (Up to 15 points) The Evaluation Committee will review responsive proposals submitted and evidence provided that demonstrates the experience of the Proposer in offering similar services to other institutions as well as the educational experience, certifications, and past employment experience of their proposed flight school instructional and maintenance staff. The committee will assign points based on their qualifications, certifications, and the degree of related experience. References will be considered in this category.

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 days after opening the bids.

Authority to Award: The Evaluation Committee will recommend, if any, its top ranked response for award. Award and any following contract will be made according to applicable law and College policy.

2.10 Invoicing for Services

Any awarded FTP shall deliver an invoice and supporting documentation for services rendered monthly in the form of training completed with enrolled students. The College shall pay the FTP within thirty (30) days after receipt of an acceptable invoice and sufficient supporting documentation. Supporting documentation includes at least written evidence of flight hours provided to students. Invoices and supporting documentation will be validated by the CFTR. The FTP shall submit invoices in detail sufficient for proper pre-audit and post-audit reviews. The College may request more documentation at its discretion. In the case of an error on the part of the FTP, the thirty (30)

day period for payment shall begin upon receipt by the College of a corrected invoice or other remedy of the error. If a student withdraws or is removed from a course, the College will provide the FTP with prompt notification and the FTP will provide the College a final accounting of any fees associated with such student within ten (10) business days of that notification. For any relevant student account, although the College Flight Training Representative will track student's available funds, the FTP is likewise responsible for being aware prior to rendering services whether there are sufficient available funds to pay for those services.

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 stated in this solicitation or to obtain like goods and services from an alternate source at the exclusive discretion of the College. By submission of its response, the Proposer accepts that the quantities provided by the College in this solicitation 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 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 response shall prevail. Bidder/Proposer 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 may result in immediate rejection of your submission.

Exhibit List

Exhibit A Aircraft Listing – Required

Exhibit B.1 Price Quote – Required

Exhibit B.2 Price Quote – Supplemental - College Curricula – Required

Exhibit B.3 Price Quote – Example

Exhibit B.4 Price Quote – Supplemental - Contractor Curricula

Exhibit B.5 Price Quote – Supplemental - Additional Hours of Use – Required

Exhibit C Solicitation Acknowledgement – Required

Exhibit D Proposer Information Form – Required

Exhibit E Student Reference Form – Required

Exhibit F Drug Free Workplace – Required

Exhibit B.1 Price Quote

REQUIRED

This Price Quote is the total proposed lump sum package cost to provide all flight training services.

Proposer: _____

Date: _____

Course Number	Ground Hours/Cost per hour	FSTD Type Hours/Cost per hour	Aircraft Type Hours/Cost per hour	Aircraft Type Hours/Cost per hour	Training Materials	FAA Knowledge / Practical Test	Total Course Cost	With Block Discount
Aircraft or FSTD Type								
ATF 2201L								
ATF 2202L								
ATF 2203L								
ATF 2400L								
ATF 2500L								
ATF 2530L								
ATF 2305L								

List any additional costs or details on a separate sheet.

Exhibit B.2 Price Quote – Example

This Price Quote is the total proposed lump sum package cost to provide all flight training services.

Proposer: ABC Aviation

Date: April 27, 2021

Course Number	Ground Hours/Cost per hour	FSTD Type Hours/Cost per hour	Aircraft Type Hours/Cost per hour	Aircraft Type Hours/Cost per hour	Training Materials	FAA Knowledge/ Practical Test	Total Course Cost	With Block Discount
Aircraft or FSTD Type		FRASCA 141	Piper Sport	PA-28	CBT			
ATF 1100L	12 \$45	7 \$120	5 \$195	3 \$220	\$450	\$150	\$3615	\$2892
ATF 2305L						\$450	\$2985	\$2388
ATF 2211L								
ATF 2403L								
ATF 2500								
ATF 2530								
ATF 2510								

Example

List additional costs or details on a separate sheet.

Exhibit B.3 Price Quote – Supplemental – College Curricula
REQUIRED

Complete the provided tables below as appropriate. One worksheet will need to be completed for each level of fuel pricing.

Table A - College Curricula	Total Price at Contractor' s Current Rates*	Total NWFSC Price at \$4.00- \$5.00/gallon for Avgas**	Total NWFSC Price at \$5.01- \$6.00/gallon for Avgas**	Total NWFSC Price at \$6.01- \$7.00/gallon for Avgas**	Total Flight Kits or Other Required Items Cost***
ATF 2201L	\$_____	\$_____	\$_____	\$_____	\$_____
ATF 2202L	\$_____	\$_____	\$_____	\$_____	\$_____
ATF 2203L	\$_____	\$_____	\$_____	\$_____	\$_____
ATF 2305L	\$_____	\$_____	\$_____	\$_____	\$_____
ATF2500L	\$_____	\$_____	\$_____	\$_____	\$_____
ATF2400L	\$_____	\$_____	\$_____	\$_____	\$_____
ATF 2530L	\$_____	\$_____	\$_____	\$_____	\$_____

*This column should reflect Contractor’s current delivery of the required Program Courses curricula.

**These columns should reflect any discounts provided to the College under this proposal, including tax exemptions, volume discounts, any other voluntary discounts, etc.

***Define what specific items are included in the proposed total Flight Kits or other required items cost (i.e., flight plotters, headsets, etc.).

**Exhibit B.4 Price Quote – Supplemental -- Additional Hours of Use
REQUIRED**

Students requiring additional hours of flight training beyond the minimum hours defined in the Price Quotes shall contract directly with the FTP at rates per hour not to exceed those listed below:

1. The Proposer will charge those students hourly rates as stated in Exhibit A Aircraft Listing.
Yes _____ No _____
2. If **no**, the Proposer must include additional tables under this exhibit showing the cost-to-student of additional hours of flight training.

**Exhibit B.5 Price Quote – Supplemental -- Personal or Time-Building Use
REQUIRED**

Students or College staff may desire to rent aircraft for personal use or time-building.

1. Does Proposer’s insurance and internal policies permit student use for personal use?
Yes _____ No _____
2. Does Proposer’s insurance and internal policies permit student use for time-building use?
Yes _____ No _____
3. Does Proposer’s insurance and internal policies permit College staff use for personal use?
Yes _____ No _____
4. Does Proposer’s insurance and internal policies permit College staff use for time-building use?
Yes _____ No _____

If yes, to any of (1) through (4) above:

5. The Proposer will charge those students or staff, as applicable, hourly rates as stated in Exhibit A Aircraft Listing.
Yes _____ No _____
6. If **no to (5)**, the Proposer must include additional tables labeled as this exhibit title showing the cost-to-student or staff, as applicable. A sample is provided below.

Airplane Make/Model	Rental Cost per Flight Hour
	\$ /hr
	\$ /hr

Exhibit C Solicitation Acknowledgement
REQUIRED

Request for Proposal #2021-2022-01 Flight Training Services
<p>The undersigned certifies that the response submitted is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud. The Proposer, by signing their Proposal, certifies agreement with the terms of their Proposal and further certifies compliance with all terms, conditions, and guidelines stated in this solicitation.</p>
<p>The undersigned understands and agrees that by submitting a response, the entirety of the response is subject to Florida Statutes 119 and will be considered a public record upon solicitation award or recommendation to award, subject to the following exemptions. Confidential information shall include only information that is made exempt from disclosure by Florida Statutes. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida’s public records law, the bidder/proposer <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/proposer hereby agrees to this provision.)</p>
<p>The undersigned understands and agrees that any Bidder/Proposer-suggested changes and inquiries regarding this solicitation are due by the date shown at Section 1.0, and that any Bidder/Proposer-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 they are authorized to sign this submission for the business entity indicated below.</p>
Bidder/Proposer Business Entity Name:
Business Address:
Federal Employer ID No.:
Telephone Number:
Printed Name of Authorized Signatory:
Title of Authorized Signatory:
Authorized Signatory Signature:

Exhibit D Proposer Information Form
REQUIRED

Complete each item as directed. Add additional pages as needed, maintaining the numbering protocol.

1. Bidder/Proposer Company Name:

2. Formerly (if any):

3. Type of Entity:

4. Incorporated in which State(s) and Year(s):

5. Years in Business:

6. States/Regions Served:

7. Registered to do Business in:

8. Principal Place of Business:

9. Mailing Address (if different from above):

10. Airports operating out of as of submission and year that your firm began operating at each airport:

11. Awards Received:

12. Are firm's building, hangars, or ramp leased? Yes _____ No _____

If yes, list leaseholder name and address:

13. Other Colleges/Universities to Whom You Provide/Have Provided Flight Training? Yes _____ No _____

If yes, list name(s) and how many years of service/partnership for each:

14. State any flight training contracts lost or not renewed over the past 10 years:

Client	Contact Person	Phone Number	Year Contract Lost
		()	
		()	
		()	
		()	

15. How many certified flight instructors (CFI), flight school staff, and administrative employees does your company have? _____

How many CFIs in Florida? _____

How many CFIs in the United States? _____

How many staff/administrative employees in northwest Florida? _____

i. How many in Florida? _____

ii. How many in the United States? _____

16. Locations Where You Manage Similar Flight Training:

17. Do you currently use Commercial Off-The-Shelf (COTS) curriculum for flight and ground training, or is your curricula of your own design? If COTS, specify the publisher and titles of all current curricula:

18. If awarded, how many weeks after contract award could you begin to provide the defined services?

19. Notate below what airplane and other categories of training are included on your current certificate:

a. Private? Instrument? Commercial? Multi-Engine?

b. CFI? CFII? MEI?

c. ATP? Helicopter? Other (Gliders, Gyroplane, etc.)?

20. If you did not select them above, would you be willing to take the necessary steps to incorporate the College's delivery of Private, Instrument, Commercial, and CFI ground school courses into your program's overall structure? If yes, describe the steps necessary to incorporate such delivery. Yes _____ No _____

21. Principal Operations Inspector Name, Address, and Phone:

22. Does the school have self-examining authority? If yes, describe briefly.

23. Describe your organization’s experience, partnerships, and contracts, if any, that will help place students in paid internships or similar opportunities and to place College graduates into commercial pilot positions (certified flight instructor, cargo pilot, regional airline pilot, etc.).

24. How many students are currently enrolled in and have recently graduated from your flight school?

	Location A		Location B		Location C	
	Enrolled?	Graduated in 2021?	Enrolled?	Graduated in 2021?	Enrolled?	Graduated in 2021?
Private						
Commercial						
Instrument						
Multi						
CFI						
CFII						
MEI						
ATP						
Other						

Total Location A: _____

Total Location B: _____

Total Location C: _____

25. Provide recent history of the last 10 Private Pilot student completions in the table below.

Sample:

Student List (Names Not Required)	Hours to Solo	Hours at Checkride	Pass on 1 st Attempt (Y/N)	Pass on 2nd Attempt (Y/N)	Pass on 3rd Attempt (Y/N)
Student A	18	54	N	Y	
Student B	12	42	Y		

Student List (Names Not Required)	Hours to Solo	Hours at Checkride	Pass on 1 st Attempt (Y/N)	Pass on 2nd Attempt (Y/N)	Pass on 3rd Attempt (Y/N)

26. Briefly describe what financial assistance and counseling services are available to your flight school's students.

27. Is your flight school currently an accredited school? If yes, describe below.

28. Describe your current marketing strategy.

29. 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. Additionally, if you intend to use subcontractors for aircraft maintenance, instruction, or other activity, list the firm(s) (including name, address, and qualifications):

30. Describe your maintenance operation:

31. Describe how your firm would provide students with adequate flight planning space and capabilities (i.e., phone to FSS, DUATS, WSI, high-speed internet services, etc.).

32. Does the school directly employ A & P mechanics? If yes, state the number and qualifications (Airframes, Powerplants, Inspection Authorization, DME).

33. For each instructor currently on staff and intended provide flight training services to the College, provide a table with the information listed in the sample table below. The table must include School Manager, Chief Instructor, and Assistant Chief Instructor(s).

Name	Qualifications and Related Work Experience	College Degree	#Years/ Months with School	Total Flight Time	Total Students Trained	% Successful Practical Test on First Attempt
John Q. Flyer	CFII, MEI, Gold Seal, ASA check airman,	B.S. Aviation Management, Embry-Riddle	3 yrs./2 mos.	900	5	80%

34. Name of Authorized Project Manager: _____

35. Title of Authorized Project Manager:

36. E-mail Address:

37. Phone Number:

38. Website:

Exhibit E Student Reference Form
REQUIRED

Northwest Florida State College – Solicitation Reference Form
RFP #2021-2022-01 Flight Training Provider

Submit three references from students with your proposal. Use this form. Add pages as needed for remarks. The College reserves the right to contact the students, and, if the College cannot reach your references, the lack of references may reflect negatively on a proposal. References should be for services within the last five years. Do not include as a reference Northwest Florida State College, its trustees, personnel, or other representatives.

List Three Student References:

Name	Years in which FTP Provided Training to Student	E-mail	Phone Number

Reference Questions:

Northwest Florida State College is attempting to secure high-quality flight training provider services. In aid of that goal, the College will seek the following information from your references in addition to verifying the accuracy of the information provided in the above table.

Key: 0: Non-Compliant 1: Below Expectations 2: Meet Expectations 3: Exceeded Expectations

1. Safety Culture and Quality of Decision-Making (0 – 3)
2. Availability and Readiness of Aircraft (0 – 3)
3. Quality of Instruction (0 – 3)
4. Professionalism and Responsiveness to Student Needs (0 – 3)

Total (12 is Max Possible; 8 is Met Expectations)

Any additional student remarks will be noted. The student’s reference will be made available to the Evaluation Committee for consideration.

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: _____

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 the "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.
- 2) "Board" or "Board of Trustees" means The District Board of Trustees of Northwest Florida State College.
- 3) "College," "Owner," or "NWFS" 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" or "Submittal" refers to a business entity's submission in response to this 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. 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.

4.4 Execution of Response

The response must contain an ink or digital signature of an authorized representative of the Bidder/Proposer on "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.

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 constitutes 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

Proposers will be evaluated following the terms of this solicitation on the strength of their response. Any Proposer's prior relationship with the College of any kind will not be considered. Any prior solicitation or request for information or response thereto will not be considered.

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 and if it is to the advantage of the College to do so, may delay the solicitation; delay or amend the solicitation schedule; amend the solicitation; or withdraw, cancel, or otherwise terminate the solicitation. 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 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, withdrawals, or any of the other actions listed in this section and undertake costs to submit a Response 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, is not approved by the Board of Trustees, or cannot perform the contract for any reason, 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 1.0 Invitation to Bid – Schedule and Calendar Information. 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 or other applicable amount per statute. 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, they 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 their 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 solicitation to comply with all applicable federal, state, and local statutes, regulations, and policies. This solicitation does not intend to, nor will it supersede any such applicable authority. To the extent this solicitation is not in compliance with any applicable law, the solicitation 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.