



INVITATION TO NEGOTIATE  
ITN 15/16-03

Storage Area Network  
(SAN) Replacement

PURCHASING DEPARTMENT MS #27  
4200 Congress Avenue  
Lake Worth, FL 33461

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## **1.0 INTRODUCTION, PURPOSE, AND GENERAL INFORMATION**

1.1 **GENERAL COLLEGE INFORMATION.** Palm Beach State College (hereinafter referred to as the "College") provides higher education and, technical and occupational training for the residents of Palm Beach County, its district by law, as well as a number of international students. As one of the twenty eight state colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. The College employs more than 2,400 full-time and part-time staff and faculty and is ranked as the 11<sup>th</sup> largest producer of associate degrees in the country. Palm Beach State College serves more than 47,000 students annually. Up-to-date enrollment information can be found at: <http://www.palmbeachstate.edu/crm/publications/fast-facts.aspx>.

1.2 **PURPOSE OF ITN.** The primary objective of this Invitation to Negotiate (ITN) is to provide a Storage Area Network (SAN) to replace an existing SAN

The intent of this Invitation to Negotiate is to select one Firm to provide a Storage Area Network (SAN) to the College. The District Board of Trustees of Palm Beach State College will consider contracting with a firm for the services pursuant to this ITN. The College reserves the right to add services during the contract period under the same terms and conditions of this agreement. Palm Beach State College reserves the specific right to award this contract based on non-economic factors if, in the opinion of the College, it is in the College's best interest.

1.3 **ITN CONTACT and SUBMITTAL OF QUESTIONS.**

CONTACT:	Jodi Hart	EMAIL:	<a href="mailto:purchasing@palmbeachstate.edu">purchasing@palmbeachstate.edu</a>
TELEPHONE:	561-868-3465	FAX:	561-868-3460

Questions must be received, in writing, on or before the date established in the tentative calendar below. Any question(s) which requires a response which amends the ITN document in any way will be answered via addendum by the Purchasing Department available on our website <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx> Any verbal or written information received by proposers, which is obtained by any means other than this ITN document or by Addenda, shall not be binding on the College.

1.4 **CONTACT AFTER PROPOSER'S SUBMITTAL (CONE OF SILENCE).** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member or any other College employee after the release of the ITN and prior to the contract being awarded unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

1.5 **TENTATIVE CALENDAR.**

The following are important pre-scheduled dates regarding the ITN, though all dates are subject to change, if required.

Legal Advertisements	6-21-15, 6-28-15, 7-5-15
Release of ITN	6-21-15
Pre-proposal Conference ( <b>Strongly Encourage</b> )	7-7-15
Deadline for Written Questions	7-14-15
Answers to Questions posted on Palm Beach State College Purchasing website: <a href="http://www.palmbeachstate.edu/purchasing/bid-openings.aspx">http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</a>	7-21-15
Proposals Due	8-4-15 3:00 p.m. local time
Committee Evaluations	8-5-15 thru 8-10-15
Posting of shortlist	8-11-15
Interviews	8-24-15 thru 8-28-15
Posting date of Award Recommendation	9-1-15
Negotiation Period	9-9-15 thru 9-21-15
Deadline – Signed contracts to the College	10-5-15
Contract Commencement	10-12-15

**Any change** to the above calendar dates **will be posted** on the Palm Beach State College Purchasing website:  
<http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>.

1.6 **SUBMITTAL REQUIREMENTS.** Proposers are required to organize their proposals in accordance with Section 5.0. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.0. Proposal must be submitted in a sealed package to the Purchasing Department of Palm Beach State College, 4200 Congress Avenue, MS # 27, Lake Worth, FL 33461, on or before 3:00 p.m. local time on the date established in Section 1.5, Tentative Calendar. Proposal must be submitted in a sealed package with the number and title of this solicitation clearly indicated. The College reserves the right to not consider proposals not clearly enumerated and titled. Submittals received after date and time established herein will not be considered.

Submittal package must include: One (1) complete, hard copy proposal with a signed Required Response Form.  
One (1) complete proposal in one (1) Adobe.pdf File Format on USB.

1.7 **PROPOSERS' CONFERENCE.** A Proposers' Conference will be held as follows:

8:30 a.m. Tuesday 7-7-15  
Bldg. NS 129  
4200 S Congress Avenue, Lake Worth, FL 33461

Campus Map:  
<http://www.palmbeachstate.edu/purchasing/documents/LakeWorthMap-NS129.pdf>

Representatives from all interested companies are strongly urged to attend. The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to the College. While project questions and dialogue are encouraged at the Proposer's Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all proposers via Purchasing website at <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>. All questions shall be submitted in accordance with Section 1.3. Any information given, by any party, at the Proposers' Conference is not binding on the College unless it is contained within a subsequently released posting on our website.

- 1.8 **Subsequent Research/Survey Campus Visits.** Any subsequent site visits desired by any Contractor who attended the Proposer's Conference, must be by appointment only. Please contact Jodi Hart, Procurement Director, Purchasing Department, to arrange your visit (phone 561-868-3465). All representatives of proposing Contractors must adhere to the following rules and policies:
- Have prior written permission from Ms. Hart to visit the facilities as other than a normal customer in retail operations/public areas.
  - Do not disrupt normal business operations by speaking to the management and staff teams.
- 1.9 **Implied Agreement.** By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this ITN.

## 2.0 SPECIAL CONDITIONS

- 2.1 **AWARD OF CONTRACT.** Firms will be evaluated by a Selection Committee on their qualifications and abilities to successfully perform the scope of services as indicated herein. The COLLEGE reserves the right to make award to a single contractor, or more than one contractor, or to include an award that designates one or more alternates, or to reject any or all proposals received.
- 2.2 **JOINT VENTURES.** In the event multiple proposers submit a joint submittal, a single proposer shall be identified as the Prime Proposer. If offering a joint submittal, Prime Proposer must include the name and address of all parties of the joint submittal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this ITN.
- 2.3 **INSURANCE REQUIREMENTS.** Proof of the following insurance will be furnished by any awardee to the College by Certificate of Insurance within 10 days of notification by the College.
- A. Commercial General Liability Insurance:

1. Each Occurrence	\$1,000,000
2. General Aggregate	\$3,000,000
3. Excessive Umbrella Liability	\$5,000,000
  
  - B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this ITN \$1,000,000.
  
  - C. Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
  
  - D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
  
  - E. Insurance Certification must list the College as Certificate Holder.
  
  - F. Insurance Certification must contain a provision for notification to College 30 days in advance of any material change in coverage or cancellation.
  
  - G. The College **shall be named as an additional insured with reference to this ITN.** Insurance Certificate must reference ITN # of this solicitation and must list the College as Additional Insured, as follows: "The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of **(ITN 15/16-03)** entitled **SAN Storage Area Network** from date of commencement to six months after date of completion."
  
  - H. The College will not accept "Claims-Made" insurance policies.

The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide the College Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with the College named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverage's should be submitted in writing in accordance with Section 1.3.

**3.0 REQUIRED RESPONSE FORM - VENDOR INFORMATION FORM**

Purchasing Department  
Palm Beach State College  
4200 Congress Avenue MS#27  
Lake Worth, FL 33461

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the bidder.

<b>ITN 15/06-03 SAN Storage Area Network</b>
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<b>Vendor Name</b>	
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<b>Bidding As (Check One)</b>	<b>Corporation</b> <input type="checkbox"/>	<b>Individual</b> <input type="checkbox"/>	<b>Other</b> <input type="checkbox"/> <b>(Explain)</b>
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<b>Address</b>	
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<b>City</b>		<b>State</b>		<b>Zip Code</b>	
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<b>Telephone</b>		<b>Fax</b>	
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<b>Email</b>	
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<b>Representative Name</b>	
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<b>Representative Title</b>	
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<b>Signature</b>	
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## PROPOSAL ORGANIZATION FORMAT & SUBMITTAL CHECKLIST

✓	TAB #	SECTION
<b>GENERAL INFORMATION</b>		
	1	Title Page
	2	Letter of Transmittal
	3	Acknowledgement of Released Addenda to ITN
	4	W-9 Form: Section 5.1.4
	5	Notice Provision
<b>MINIMUM ELIGIBILITY CRITERIA</b>		
	6	Required Response Form: Section 3.0
<b>PROPOSER'S EXPERIENCE AND QUALIFICATIONS</b>		
	7	Letter of Interest
	8	Organizational Profile
	9	Organizational Chart
	10	Personnel Profile
	11	References (Attachment B <a href="http://www.palmbeachstate.edu/purchasing/bid-openings.aspx">http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</a> )
	12	Service Termination History
	13	Litigation History
<b>PROJECT SCOPE AND METHODOLOGY</b>		
	14	Technical Proposal
	15	Quality Assurance
	16	Innovative Ideas
	17	ITN Deviations
<b>FINANCIAL CAPACITY</b>		
	18	Financial Attestation Form (Attachment A <a href="http://www.palmbeachstate.edu/purchasing/bid-openings.aspx">http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</a> )
<b>FINANCIAL PROPOSAL</b>		
	19	Financial Proposal

## **4.0 SCOPE OF SERVICES**

### 4.1 STATEMENT OF PURPOSE

The College wants to acquire a Storage Area Network (SAN) to replace an existing SAN

### 4.2 INTRODUCTION AND GENERAL INFORMATION

Palm Beach State College, a public body corporate, hereinafter referred to as "College", intends to negotiate the acquisition of a Storage Area Network (SAN).

### 4.3. CURRENT ENVIRONMENT

4.3.1 The College currently uses a combination of an IBM SAN and Dell Compellent SAN. The IBM Components are DS5100 series storage, DS3500 series storage, and an IBM SAN Volume Controller.

The Dell Compellent components are:

- 2@ SC40 controller
- 24@ 600GB X 15KRPM Drive
- 24@ 3TB X 7.2KRPM Drive
- 2@ 8024F Ethernet switch with 16 ports each populated

The IBM components are

- SAN Volume Controller
- DS5100 SAN
  - 64@ 600GB X 15KRPM Drive
  - 16@ 900GB X 10KRPM Drive
  - 64@ 1TB X 7.2KRPM Drive
- 3@ DS3524 SAN with 24@ 1TB X 7.2KRPM Drive per unit
  - 4@ Expansion Drawer with 24@ 1TB X 7.2KRPM Drive per drawer
- 2@ DS3512 SAN with 12@ 2TB X 7.2KRPM Drive per unit
  - 6@ Expansion Drawer with 12@ 2TB X 7.2KRPM Drive per drawer
- 2@ 2498-B40 FC Switch
- 4@ 2498-B24 FC Switch
- SAN FC Switch (8GB) Port Counts
  - 42 Dual Path hosts
  - Storage units currently consume 18 ports in each switch
  - Switch Interconnections consume 4 ports in each switch

Average IOPS for equipment behind the 2-node SVC cluster is 15-16K with occasional spikes to 25K

Data backup is to the DS3512/3524 plant using a combination of Dell Appassure software and Microsoft Data Protection Manager software

Hosts are a combination of Microsoft Windows Servers (2008/2012), VMWare 5.X servers, and SLES 10 servers on Dell and IBM server hardware.

### 4.4. DEFINITIONS

"Vendor Contract

Administrator"	The Vendor's single point of contact for the College. Responsible for overseeing day to day operations of the contract for the Vendor.
"Customer"	Anyone that utilizes THE COLLEGE's Storage Area Network including but not limited to, faculty, staff, students, student organizations, student employees, and the general public.
"Exclusivity"	The contractual opportunity to place equipment and provide services for the full or limited ability to sell Vendor's products.
"Fiscal/Contract year"	Normally, a 12 month period beginning July 1 through the following June 30.
"ITN"	Invitation to Negotiate, method of formal solicitation which is being issued to prospective Vendors to invite management and financial submittals for a Storage Area Network.
"Respondent/ Proposer"	Any company that responds in full to the requests of this ITN and wishes to be considered as a candidate for providing a Storage Area Network as described herein.
"Response/Proposal"	The material submitted by the Respondent/Proposer in answering this ITN.
"College Contract Administrator"	Responsible for overseeing day to day operations of the contract on behalf of the College.
"College/THE COLLEGE"	Palm Beach State College, its employees, officers, and agents.
"College Sole Point of Contact"	The Respondents single point of contact at the College.
"Vendor/Contractor"	The company, its employees, officers, and the College contractors engaged by Palm Beach State College to provide a Storage Area Network to the College.

#### 4.5. PROPOSED SCOPE

- The Storage Area Network will supply five (5) College locations and approximately 5,500 users within Palm Beach County with:
  - A unified platform that will support fiber channel and iSCSI hosts simultaneously
  - Non-disruptive, zero-downtime hardware maintenance, including drive microcode updates and adding new drives as well as replacement of existing components and drives
  - High availability of hardware and software components (99.99% uptime)
  - Match or improve the current production environment capacity to meet demands for:
    - Performance
    - Virtualization
    - Archiving
    - Scalability
    - Flexibility
    - Functionality
  - Simplify / Enhance the manageability of the environment to save staff time and support high availability
  - Provide realtime monitoring and historical utilization trend analysis for the current year and three prior years
  - Provide for SAN and NAS capabilities in a single environment and management platform

#### 4.6 MINIMUM REQUIREMENTS

- The system must have the following capabilities:
  - The ability to have SAS and Flash/SSD storage within the system
  - The ability to combine SAS and Flash storage into virtual storage pools
  - The ability to automatically migrate workloads to faster or slower storage based on access patterns
  - The ability to “pin” specific workloads to specific storage pools
  - Meet or exceed 50K IOPS for all speeds of disk configurations
  - IOPS levels must be maintained for a minimum utilization of 60% of the maximum storage that can be configured on the controllers
  - Provide for disk-based backup of active data sets, volumes, LUNs, and/or drive pools to a drive pool located in a different facility connected by 10G fiber
  - Provide for 50% greater storage space than currently available with the existing SAN, and provide for the ability to grow 20% per year for storage and backup for five years without having to invest in additional base controller hardware
  - Contractor engaged under this ITN will migrate all existing data from the current storage systems to the new storage solution
  - Include five (5) years maintenance for all hardware and software, including 24X7X365 phone support, for all components
  - All controller components are redundant, both internally (dual power supplies, for example) as well as multiple complete controllers
  - Controllers must be able to automatically load balance workloads if so configured
  - GUI management that is unified across all components
  - VMWare 5.x, VSphere 6, Microsoft Windows Server 2008R2, Microsoft Windows Server 2012R2 and SuSE Linux 10 certified across all components
  - MS SQL 2008, 2008R2, 2012, and 2014 must be supported for databases housed on disk pools
  - Supports NFS, SMB/CIFS, AppleTalk, and AFP
  - Supports HFS/HFS+ and NTFS
  - Have the ability to perform hardware-based deduplication
  - Have the ability to perform VM snapshots of any VMs or volumes used by VMs for the purposes of restore. Snapshot pruning must be simple and quick
  - Have the ability to thin-provision space at the hardware level with automated warnings prior to thin provisioning invocation
  - Full documentation of the system configuration and other as-built documents are part of the deliverable
  - Include training for three operators on system operations and maintenance
  - Provide detailed reports showing disk and channel utilization trends, performance, and alerts for the current year and three prior years, as part of the solution acquired by the College
  - Provide realtime alerts for defined events, with alerts sent by email and cellular SMS/text message as part of the solution acquired by the College
- Include an option for pricing for full redundancy of all system components to provide a live mirrored environment. This is in addition to the base proposed system as described above and in the following sections.

## Installation Services

- a) The Proposer will include, as a free-form attachment to Proposer's Proposal, a proposed implementation schedule and timeline that outlines major events and milestones of a Solution installation/implementation. The proposed implementation schedule should consider the requirement to integrate with existing systems throughout the College and the College's desire for a transparent transfer to the Solution.
- b) Proposer should recognize in their pricing for labor and other professional services the requirement that, during Installation Services, all systems will be hardened, and any system fixes consisting of software patches or hardware replacement will be included.
- c) Additional Specifications Regarding Installation Services.

Proposer will be responsible for communication and coordination of requirements for network configuration and VLANs with College IT staff and its preferred network vendor, and for installation of any and all IP addresses in each device it places on the network.

- (i) The College will supply rack space for any proposed Solution.
- (ii) The Proposer is to provide and install a minimum of Category 6 patch cables to connect its network devices to patch panels. The Proposer is to provide all cables and connectors necessary, including fiber optic patch cables, to complete the installation.
- (iii) Installation Services are expected to be performed during normal hours of operation for the buildings where the work is taking place.
- (iv) The Proposer will be required to complete the following items within the first thirty days following the cutover of each system:
  - Completion of any outstanding data set migrations;
  - Internal system traffic study;
  - Solution testing should at a minimum include:
    1. Survivability testing for redundant components;
    2. System Failover - survivable controllers;
    3. Power loss and reboot sequence;
    4. System alarms and notifications are working to the correct monitoring devices or personnel; and
    5. Verify all systems and applications are at current software release and current firmware releases.
  - Provide As-Built detailed documentation of the physical and logical system layout.

## Warranty Support and Ongoing Service / Support

### (a) Server and Software Maintenance:

- (i) provision of all necessary server and software maintenance on a turnkey basis during the first year warranty period and any subsequent maintenance term;
- (ii) support for operating system and database tuning, patches, hardware, and software diagnosis, recovery, and version upgrades as needed;
- (iii) Semi-annual health checks and code updates to bring the system to currently-supported, stable code and remediate any problems uncovered by the health check

- (iv) application support, including modifications, diagnosis, recovery, customization, configuration, and how-to questions; and
- (v) management of data, application, operating system, and database management system backups as required to provide for full recovery in the event of a disaster or hardware failure.

(b) Required Service Levels:

(i) Time To Respond

- (1) Time to respond - high severity incidents: within two (2) hours, twenty four (24) hours per day, 365 days per year;
  - (2) Time to respond - medium severity incidents: within four (4) hours, Monday-Friday, 8:00AM - 5:00PM EDT; and
  - (3) Time to respond - low severity incidents: within twenty four (24) business hours, Monday-Friday, 8:00AM - 5:00PM EDT.
- (ii) 24 hour x 7 days a week alarm monitoring and remote trouble diagnostics and resolution;
- (iii) Patch installation, including:
- (1) major and minor software upgrades;
  - (2) corrective maintenance;
  - (3) manufacturer-recommended preventive maintenance;
  - (4) replacement parts for all hardware and software
  - (5) next business day replacement for non-critical components;
  - (6) remote diagnostic support;
  - (7) ensure that all the nightly routines are run daily and that system backups are included
  - (8) Technician support for system administration questions between the hours of 8:00 AM and 5:00 PM Monday-Friday.

**Manufacturer's Support and Lifecycle Representations**

Proposals should include in their Proposal a signed letter from the Solution manufacturer defining the Solutions' support period and expected "end of life". The Proposer should state the period it guarantees a stock an adequate supply of Solution components to maintain the Solution during the term of any agreement with the College.

**Additional Labor and Parts**

- Proposals should include in their Proposal a rate card, specifying labor rates by Proposer's applicable categories, for any additional labor the College may require beyond the scope of Installation Services.
- Proposals should include in their proposal a structure by which Proposer would assess fees for additional Solution parts or equipment, when required by the College. The College would expect, but not necessarily require, such a structure to be cast on a "cost plus" basis.

**5.0 INFORMATION TO BE INCLUDED IN THE SUBMITTAL**

In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Hard copy submittals should be presented in a three (3) ring binder and should be limited to not more than 60 (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs and financial statements). Oversize pages will be counted as two pages. Dividers shall divide the sections TAB 1 through TAB 18. Secondary dividers (not in the page count) may be used at the Proposer's discretion to present information clearly. Submissions in excess of 60 pages will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process. Include all information requested herein in your submittal.

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### 5.1 General Information

(1) 5.1.1	<b>Title Page</b>	Include ITN number, date, subject, the name of the proposer, address, and telephone number.
(2) 5.1.2	<b>Letter of Transmittal</b>	Include the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es) and telephone number(s)
(3) 5.1.3	<b>Acknowledgement of Released Addenda to ITN</b>	<p>The College reserves the right to issue any addendum modifying any portion of this ITN. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p> <p>It is the prospective proposer's responsibility to verify they have received all released addenda and Q&amp;A for this solicitation and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal. Print out addenda and Q&amp;A, sign each page and include in this tab.</p>
(4) 5.1.4	<b>W-9 Form</b>	It is a requirement of this ITN that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 form may be downloaded at <a href="http://www.irs.gov">www.irs.gov</a> . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, once awarded, until such time as W-9 is received.
(5) 5.1.5	<b>Notice Provision</b>	<p>When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the proposal. For the present, the parties designate the following as the respective places for giving notice:</p> <p><b>To College:</b> Jodi Hart, Procurement Director Purchasing Department, MS 27 4200 Congress Avenue, Lake Worth, FL 33461</p> <p><b>With Copy To (College):</b> Michael R. Merker, Tech Infrastructure Director I.T. Department, MS# 14 4200 Congress Avenue Lake Worth, FL 33461</p> <p><b>To Proposer:</b> <i>(Proposer to Insert)</i></p> <p><b>With Copy To (Proposer):</b> <i>(Proposer to Insert)</i></p>

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### 5.2 Minimum Eligibility Criteria

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In order to be considered for award and to be further evaluated, proposer must meet or exceed the following criteria. Failure to meet minimum eligibility criteria, detailed below, will result in proposal disqualification.

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(6) 5.2.1	<b>Required Response Form</b>	Submit Required Response Form (Section 3) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form. Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification
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### 5.3 Proposer's Experience and Qualifications

(7) 5.3.1	<b>Letter of Interest</b>	Submit a brief abstract, of no more than three pages, stating the proposer's interest in the contract; overview of firm qualifications; names, and contact information of key personnel; understanding of the nature and scope of the services to be provided and proposer's ability to comply with all requirements of contract. <ol style="list-style-type: none"><li>Signed by a duly authorized officer(s) of respondent.</li><li>The respondent shall explain in detail why respondent is interested and why firm would be the best choice for the College.</li><li>Letter shall include the year the firm was established, summarize the firm and their qualification for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects.</li><li>The firm shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Letter of Interest after the signature.</li></ol>
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(8) 5.3.2	<b>Organizational Profile</b>	Identify the prime Proposer responsible for all portions of this ITN. Include: <ol style="list-style-type: none"><li>Current organization's name, address, telephone number, and fax number.</li><li>The date that organization was established.</li><li>The size of the organization.</li><li>The number of years established in business, including operation under other firm names, providing services same or similar as described herein.</li><li>Number of years in business.</li></ol>
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In the event that the proposal consists of a Joint Venture, a fully executed Joint Venture Agreement between the parties is required. At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the parties and must identify one party as Prime for the purposes of this project

(9) 5.3.3	<b>Organizational Chart</b>	Include organizational chart including Local, District and Corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability, and decision-making authority.
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(10) 5.3.4	<b>References (Attachment B)</b> <a href="http://www.palmbeachstate.edu/purchasing/bid-openings.aspx">http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</a>	Use the provided references form to provide five references with the same base system and similar storage capacity. At least three of the references must be a client for a minimum of four years. All must be higher education clients (college preferred) for which the proposer has performed (or is currently performing) work similar in nature, scope and size within the last five (5) years:
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It is the responsibility of each proposer to ensure that all references are current and fully completed. The College reserves the right to contact all references submitted or to seek additional references. The College reserves the right to use an external party to conduct reference checks.

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(11) 5.3.5	<b>Service Termination History</b>	Has your firm terminated, or had any contracts terminated with a company or installation during the past 24 months? If so, identify the name, address, and contact individual, and telephone number of that company or installation. If no service termination history exists, provide a statement to that effect. For Joint Venture proposers, submit the requested information for each member of the Joint (13)
(12) 5.3.6	<b>Litigation History</b>	Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five (5) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For Joint Venture, submit the requested information for each member of the Joint Venture.

#### 5.4 Project Scope and Methodology

(13) 5.4.1		Provide a detailed plan for implementation of a new contract complete with responsibilities and a timeline of events to occur. With respect to the terms and conditions presented herein, Respondents must provide all Palm Beach State College relevant information regarding the scope of this ITN.
(14) 5.4.2	<b>Quality Assurance</b>	Submit a plan to provide quality assurance with the respect to all aspects of the SAN Storage Area Network. The plan should include: <ul style="list-style-type: none"> <li>a) Sample inspection/quality audit forms used internally and as part of any College/regional visitations. Please state if the results of these audits will be shared with the College's contract administrator.</li> <li>b) Follow-up procedures for customer complaints.</li> <li>c) A plan for ongoing as well as periodic customer service monitoring.</li> </ul>
(15) 5.4.3	<b>Innovative Ideas</b>	Please submit any creative/innovative ideas specific to the College which are used in comparable Non-Commercial or retail situations to enhance bookstore operations not already presented in this proposal.
(16) 5.4.4	<b>ITN Deviations</b>	Any deviations or exceptions to this ITN must be clearly identified here along with the specific reasons as to why a change is required as well as proposed corrective language. It is strongly advised that if deviations could be interpreted as non-responsive to a requirement, a written question is submitted prior to due date of proposal.

#### 5.5 Financial Capacity

(17) 5.5.1	<b>Financial Attestation Form (Attachment A)</b> <a href="http://www.palmbeachstate.edu/purchasing/bid-openings.aspx">http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</a>	The Financial Attestation Form shall be completed by the CPA or Accountant that completed a review of your company's most recent annual financial statement. Any proposal that fails to include a completed and signed Financial Attestation Form will be deemed non-responsive and will not be included in the evaluation process.
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## **6.0 EVALUATION OF PROPOSALS**

6.1 **Administrative Review Phase.** The proposals will be reviewed for the following administrative requirements:

- Proposal was submitted by the due date and time.
- All documents requiring a signature have been signed.
- Correct number of proposal copies have been submitted.
- Minimum requirements (Sec. 4.6) have been met.

Failure to adhere to the above administrative requirements may result in the rejection of the submitted proposal.

6.2 **Evaluation Criteria (Initial Screening).** The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate all submittals received for ITN 15/16-03, which meet or exceed Section 4.6, Minimum Eligibility Requirements, according to the following initial screening criteria:

Criteria Section (Initial Screening):		Maximum Points
6.2.1	Proposer's Experience Qualifications	20
6.2.2	Project Scope and Methodology	35
6.2.3	Financial Capacity	10
6.2.4	Financial Proposal	35
<b>Total Maximum:</b>		<b>100</b>

6.3 **Result of Evaluation of Proposals.** Based upon the results of Section 6.2, the College, at its sole discretion, may: 1) recommend award to the top ranked proposer; 2) may recommend award to more than one top ranked proposer; 3) may short-list the top ranked proposers (short-list number to be determined by the College) for further consideration and interviews; or, 4) may reject all proposals received.

6.3.1 **Proposal Clarification.** During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

6.4 **Interviews.** In the event that the College chooses to interview recommended short listed proposers in accordance with Section 6.2 and 6.3, the Committee shall interview the short-listed proposers, in order to make an award recommendation. Scores and rankings as a result of Section 6.2 will neither be considered, nor carried forth as part of the scores and rankings resulting from the interview phase. Short-listed proposers will be interviewed against a set of standard questions (same questions for all short listed proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

Criteria Section (Interviews):		Maximum Points
6.4.1	Understanding of the College's requirements	20
6.4.2	Relevant experience and qualifications of personnel assigned to the project	20
6.4.3	Unique qualifications	20
6.4.4	Overall approach, methodology, and ability to perform scope of work	40
<b>Total Maximum:</b>		<b>100</b>

6.5 **Result of Interviews and Presentations:** Based upon the results of Section 6.4, the College, at its sole discretion, may recommend award to one or more top ranked proposers. The College will select for award of the contract, the responsive contractor or vendors as determined by the Evaluation Committee.

6.6 **Contract Negotiation:** The Negotiations Team will begin negotiations with the top-ranked proposer(s) as recommended by the Evaluation Committee in Section 6.4, Interviews. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this ITN, and to include proposer's offer, contract negotiations, and final acceptance. The College may add to or amend any term or condition of the contract prior to final acceptance by both parties. Negotiations will continue with one or more proposals until such time as a contract is agreed upon or until the College rejects any or all proposals.

6.6.1 The College reserves at any time during the negotiations process to:

- Schedule additional negotiation sessions with any or all responsive proposers;
- Require any or all responsive proposers to provide additional or revised detailed written proposals addressing specific topics;
- Require any or all responsive proposers to provide a best and final offer;
- Require any or all responsive proposers to address services, prices, or conditions offered by any other proposer;
- Pursue a contract with one or more responsive proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive proposers by type of service or geographical area, or both;
- Arrive at any agreement with a responsive proposer, finalize contract terms with such proposer and terminate negotiations with any or all other proposers, regardless of the status of or scheduled negotiations with such other proposers;
- Decline to conduct further negotiations with any proposer;
- Reopen negotiations with any proposer;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive proposer(s) affected and whether to provide concurrent public notice of such decision.

## 7.0 GENERAL CONDITIONS

<p><b>SEALED PROPOSALS:</b> All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the attached form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. The College is not responsible for delays with postal delivery nor the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p><b>DEFINITIONS:</b> [College] refers to Palm Beach State College. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document.</p>
<p><b>EXECUTION OF PROPOSAL:</b> Proposals must contain a signature of an authorized representative in the space provided on the proposal submittal form. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p><b>PROPOSAL OPENING:</b> Shall be public, at the address indicated on the Solicitation document, on the date and at the time specified on the proposal form. Proposals will not be evaluated nor will questions be fielded at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax, email or telephone will not be accepted.</p>
<p><b>PRICES, TERMS and PAYMENT:</b> Firm prices shall be quoted, which includes all packaging, handling, shipping charges and delivery to the destination shown herein. No change orders will be provided to the vendor for site conditions that Vendor could have determined upon a reasonable inspection or is otherwise known to exist as common knowledge within the industry.</p>	<p><b>COMMENCEMENT OF WORK/SHIPMENT.</b> No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.</p>
<p><b>EVALUATION OF PROPOSALS:</b> The evaluation committee intends to recommend to Palm Beach State College Board of Trustees to authorize College administration to award a contract with the proposer, or proposers that represents the best value to the College and/or best meets the Colleges needs as determined solely by the College.</p>	<p><b>TAXES:</b> The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>
<p><b>AWARDS:</b> In the best interest of the College, the College reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p><b>MISTAKES:</b> Proposers are expected to examine the technical specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p><b>DISCOUNTS:</b> Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p><b>COSTS:</b> The College is not liable for any costs incurred by a proposer in responding to this Solicitation, including those for presentations, when applicable.</p>
<p><b>CLARIFICATION/CORRECTION OF BID ENTRY:</b> The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p><b>UNDERWRITERS' LABORATORIES:</b> Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>
<p><b>SAFETY STANDARDS:</b> Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under, Florida Building Code 2010, ASCE 7-10, NFPA, NEC FCC, BICSI, TIA/EIA, IEEE, NEMA, ASTM, and UL standards. Failure to comply with the condition will be considered as a breach of contract.</p>	<p><b>FREIGHT TERMS:</b> All goods will be delivered F.O.B. Palm Beach State College Central Receiving 4200 Congress Avenue Lake Worth, FL 33461 Unless otherwise specified</p>

<p><b>PAYMENT:</b> Payment will be made by the College after the items awarded to a vendor have been received, installed, inspected and tested, and found to comply with award specifications, applicable building code / Florida Statute, damage /defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original invoice should be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number should appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p><b>DELIVERY:</b> Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.</p>
<p><b>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:</b> Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be considered incomplete with the specifications as listed on the proposal form.</p>	<p><b>CONFLICT OF INTEREST:</b> The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee or relative of the Palm Beach State College. Further, all proposers must disclose the name of any employee or family member thereof, who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the 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 proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Solicitation.</p>
<p><b>ADDITIONAL QUANTITIES:</b> The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.</p>	<p><b>SERVICE AND WARRANTY:</b> Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>
<p><b>NONCONFORMANCE TO CONTRACT CONDITIONS:</b> Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Solicitation and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor pool.</p>	<p><b>SAMPLES:</b> Samples of items, when required, must be furnished free of expense, on or before Solicitation opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, Solicitation number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p><b>PURCHASES BY OTHER ENTITIES:</b> With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other colleges, universities, school boards, political subdivisions, or state agencies. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d).</p>	<p><b>PUBLIC RECORD LAW:</b> Any material submitted in response to this Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this Solicitation.</p>
<p><b>GOVERNMENTAL RESTRICTIONS:</b> In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in their letter the specific regulation which required an alteration. The College reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p><b>LEGAL REQUIREMENTS:</b> Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Solicitation response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p><b>LIABILITY:</b> The vendor shall hold harmless the College, its officers, agents and employees from liability of any kind in the performance of the Solicitation and resulting contract.</p>	<p><b>ASSIGNMENT:</b> Any Purchase Order issued pursuant to this Solicitation invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>

<p><b>EMPLOYMENT OF ALIEN WORKERS:</b> The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.</p>	<p><b>AVAILABILITY OF FUNDS:</b> The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</p>
<p><b>CONTRACT:</b> Vendor agrees to be bound by the terms and conditions of this Solicitation and acknowledges that it must successfully negotiate a contract to be the awardee of this Solicitation. College reserves the right to negotiate a contract with an alternative respondent if a contract is not entered within 30 days of negotiations unless extended by the College.</p>	<p><b>PUBLIC MEETING NOTIFICATION:</b> All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at large.</p>
<p><b>INSPECTION, ACCEPTANCE AND TITLE:</b> Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the College.</p>	<p><b>CONSORTIUM PURCHASE:</b> When a Solicitation is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p><b>ADDENDA:</b> All addenda to this Solicitation will be posted to the Palm Beach State College Purchasing web page containing the original solicitation. <a href="http://www.palmbeachstate.edu/purchasing/bid-openings.aspx">http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</a></p>	<p><b>PRE-DECISION DISCUSSIONS:</b> Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
<p><b>STATE LICENSING REQUIREMENT:</b> 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.</p>	<p><b>DISPUTES:</b> In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>
<p><b>PUBLIC ENTITY CRIME INFORMATION STATEMENT:</b> All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."</p>	<p><b>RETENTION OF RECORDS:</b> Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this Solicitation for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this Solicitation and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p><b>ANTI-DISCRIMINATION CLAUSE:</b> The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p><b>PROTECTION OF WORK, PROPERTY AND PERSONNEL.</b> The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such is caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.</p>
<p><b>DISCRIMINATORY VENDOR'S LIST:</b> Any entity or affiliate who has been placed on the Discriminatory Vendors List as maintained by Florida Department of Management Services may not submit a proposal 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.</p>	<p><b>AMERICANS WITH DISABILITIES ACT:</b> The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this Solicitation may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts</p>
<p><b>SUBCONTRACTORS:</b> The proposer is fully responsible for all work performed under the Contract resulting from this Solicitation. The proposer may, upon receiving prior written consent from the College's Procurement Director, enter into written subcontract(s) for performance of certain of its functions under the</p>	<p><b>REJECTION OF PROPOSALS:</b> The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this Solicitation. These responsiveness requirements are mandatory. Failure</p>

<p>Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer. The College may reject any and all subcontracts.</p>	<p>to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed. College reserves the right to reject all responsive proposals at any time if it is in the Colleges best interest determined at the sole discretion of the College</p>
<p><b>INSURANCE REQUIREMENTS:</b> When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following: 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$1,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>	<p><b>PROPOSAL INQUIRIES:</b> The proposer may examine this Solicitation to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this Solicitation shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this Solicitation, which shall be available to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications</p>
<p><b>VERBAL INSTRUCTIONS:</b> No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Procurement Director identified in this Solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>	<p><b>TERMINATION AT WILL:</b> The Contract resulting from this Solicitation may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery</p>
<p><b>INCLUSION OF SUPPORTING DOCUMENTS:</b> All those submitting sealed replies in response to this Request for Proposals understand that the Solicitation document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>	<p><b>PROPOSED RULES FOR WITHDRAWAL:</b> A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>
<p><b>PROPOSAL PUBLIC RECORD.</b> Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.</p>	<p><b>GOVERNING LAW.</b> This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in Palm Beach County, Florida or the United States Court of the Southern District of Florida.</p>
<p><b>SOLICITATION and ADDENDA.</b> It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addendum. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.</p>	<p><b>DEFAULT and LITIGATION COSTS.</b> In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default as allowable by law.</p>
<p><b>SITE VISITS/INSPECTIONS.</b> The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.</p>	<p><b>INTERPRETATIONS:</b> Any questions concerning conditions and specifications shall be directed in writing to Palm Beach State College Procurement Director by email according to the bid schedule in Section II. Inquiries must reference the date of Solicitation opening and Solicitation number</p>
<p><b>EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES.</b> For the purposes of this ITN, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.</p>	<p><b>FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY.</b> The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and</p>

<p><b>SUSPENSION OF WORK.</b> The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time work can resume, or (2) terminate the contract, or (3) extend the period of suspension.</p>	<p>describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.</p>
<p><b>PROTESTING OF CONDITIONS/SPECIFICATIONS.</b> Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the College administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the College administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".</p> <p>a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.</p>	<p><b>PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS.</b> Award Recommendations and Tabulations will be posted in the Purchasing Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Purchasing Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the College administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protect, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the contractor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an 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, official bank 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, and then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protestant prevails, then the protestant shall recover from the College all costs</p>



and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, at Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

**PREFERENCE TO FLORIDA BUSINESS:** In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (5%) (see below) must be provided to businesses that have a principle place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:

287.084 Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002-207; s. 14, ch. 2012-32.

1Note.—Section 25, ch. 2012-32, provides that:

"(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

"(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules."