

INSURANCE COVERAGE

1.0 REQUIREMENTS:

1.1 During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

A. Minimum Limits:

1. General Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$500,000 for each occurrence/\$1,000,000 aggregate
 - b. Property damage limits of not less than \$500,000 for each occurrence/\$1,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
 - a. Bodily injury limits of not less than \$500,000 for each person
 - b. Not less than \$500,000 for each incident
 - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
 - b. \$100,000 for each disease
 - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

B. Conditions:

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
3. The College's Business Services / Risk Management Department may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.

6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies. Evidence of such coverage MUST be provided by endorsement to the policy and furnished to the Business Services / Risk Management Department.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College's Director of Business Services / Risk Management Department has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

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References

ITN 2015-1 Campus Multi-Function Printing

■ Proposers must submit a list of references of similar scope and nature The College will obtain feedback from the proposer's references as part of evaluating the proposer's qualifications.

List at least three (3)

Reference # 1

Customer Name	
Customer Contact	
Contact Title	
Contact Phone #	
What type of system or service did you provide to this customer?	

Reference # 2

Customer Name	
Customer Contact	
Contact Title	
Contact Phone #	
What type of system or service did you provide to this customer?	

Reference # 3

Customer Name	
Customer Contact	
Contact Title	
Contact Phone #	
What type of system or service did you provide to this customer?	

Reference # 4

Customer Name	
Customer Contact	
Contact Title	
Contact Phone #	
What type of system or service did you provide to this customer?	

Drug Free Workplace Form

State College of Florida is a drug free workplace. Proposers that participate in the drug free workplace program are asked to sign the drug free workplace form included in this document. The form will be used by the evaluation committee as a first tie-breaker.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 employees engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five 95) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is 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.

Bidder's Signature

Date

Proposal Submittal Form

Purchasing Department
 State College of Florida, Manatee-Sarasota
 5840 26th Street West
 Bradenton, FL 34207
 941-752-5356

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.

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Vendor Name	
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Bidding As	Corporation		Individual		Other (explain)
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Address	
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City		State		Zip Code	
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Telephone		Fax	
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E-Mail	
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Representative Title	
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Signature	
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Proposer's Checklist

Please use this checklist as an aid to help you ensure that your proposal is complete

Did you attach information that effectively answers the qualification criteria of this document?	
Did you follow the structure guidelines for you submittal?	
Did you attach proof of insurance as requested?	
Did you complete Written Opinion Requirement re: Florida Preference – Personal Property Form? (if required only)	
Did you complete, sign and attach the Proposal Submittal Form?	
Did you include your CMBE certificate (if applicable)?	
Did you complete the Drug Free Workplace Form?	
Did you provide references as requested?	
Did you submit a copy of your Florida license and/or certification (if required by Florida statute)?	
Did you submit (5) copies of your proposal inclusive of (1) thumb drive “per copy” ?	
Did you write the ITN number, ITN name and your company name on the mailing package?	
Did you send the package, in time, to make it to its destination on time?	

If you do not wish to make a proposal you only need to return the Proposal Submittal Form. Please indicate a reason for not proposing as indicated.

The completed proposal must be received at the Purchasing office no later than January 30, 2015.

STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA STANDARD CONTRACT ADDENDUM

THIS ADDENDUM to that certain agreement titled _____ to State College of Florida, Manatee-Sarasota (Agreement”) dated _____ by and between THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, a public body corporate (“College”), and _____, a sole proprietorship, corporation, general partnership, limited partnership, limited liability company [*STRIKE INAPPLICABLE*] organized and existing under the laws of the State/Commonwealth of Florida duly authorized and licensed to do business in the State of Florida (“Vendor”), shall be effective as of the date indicated above. The following terms and conditions shall be incorporated and made a part of the Agreement and to the extent of any conflict therewith, the provisions contained in this Addendum shall supersede and control.

COLLEGE. State College of Florida, Manatee-Sarasota is a political subdivision of the state of Florida and is administered by THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, Florida, a public body corporate, pursuant to Florida Statutes Section 1001.63.

TERM EXTENSION. The term of the Agreement may be extended by the College on an annual basis for a period of years, upon the same terms and conditions in the Agreement at the option of the College. Any extension shall be upon the same terms and conditions set forth herein and shall be exercised in writing and shall be deemed exercised when deposited, postage pre-paid in the U S Mail. In the event the College continues to perform following end of the term of the Agreement and the College has not exercised its right to extend the term of the Agreement, prior to any termination of the Agreement by the Vendor, the Vendor shall give the College written notice of its failure to exercise its extension right and an opportunity to cure, and, if the College fails to exercise its extension within thirty (30) days of receipt of the Vendor’s notice, the Agreement shall terminate.

FORCE MAJEURE. Neither the College nor the Vendor shall be responsible for its default, delay or failure to perform any terms or conditions of the Agreement when failure to perform is due to causes beyond such party’s reasonable control including, but not limited to: civil unrest, strike, lockout, flood, action or inaction of governmental authorities, epidemic, war, act of terrorism, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default or force majeure.

TERMINATION. The College may, at any time during the period of this Agreement, without cause, terminate the Agreement by giving thirty (30) days prior written notice of its intention to do so by U S Mail to the other party. Should College exercise its option to terminate this Agreement in accordance with this paragraph, all costs incurred and refunds due to the College shall be processed up to the termination date.

INDEPENDENT CONTRACTOR. Vendor is an independent contractor, and the College shall have neither supervision nor control over the Vendor’s employees, agents, representatives or volunteers in the performance of their duties for the Vendor. If the Vendor is an individual, the Vendor understands that the College will deduct no federal or state income tax and that no retirement, health or life insurance, or other benefits available to the College employees, will accrue to the Vendor. The Vendor shall not in any manner use the credit or name of the College in connection with its business or affairs except as specifically authorized in this Agreement or as approved in writing prior to such use by the College. The Vendor shall purchase all equipment, supplies and sign contracts in its own name and sole credit, and shall promptly make full payment thereon, in accordance with the terms of purchase.

LIABILITY AND INDEMNITY. The Vendor agrees to indemnify, defend and hold harmless the College and its officers, trustees, employees, representatives and agents, from any and all claims, causes of action, costs, expenses, injuries, liabilities, attorneys’ fees and costs, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Vendor, its employees, agents or subcontractors. The College, as a public body corporate of the State of Florida, does not agree to indemnify or hold the Vendor harmless, and does not agree to enlarge the scope of the waiver of sovereign immunity provided in Section 768.28, Florida Statutes. Nothing in the Agreement shall be construed or interpreted as to deny to either party any remedy or defense available to such party under the laws of the State of Florida.

PUBLIC RECORDS. The Vendor will allow public access to all records, documents, papers, letters or other material subject to the provision of Florida’s Public Records law, Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Refusal by the Vendor to allow such public access will be grounds for immediate cancellation of this Agreement by the College and for imposition of any remedy or penalty available under law. The Vendor will indemnify the College and its officers, trustees, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, that relate to any public records which the Vendor maintained or should have maintained in conjunction with this Agreement, or that relate to any public records which the Vendor failed to produce or copy in response to a public records request.

TRAVEL EXPENSES. Travel expenses are reimbursable to the Vendor only where the College has agreed in writing that the Vendor’s fee for services is not all-inclusive and that the College will fund such travel in addition to the Vendor’s fee. Where travel is reimbursable, the Vendor agrees to complete a travel authorization form prior to traveling and to submit bills for any travel expenses in accordance with §112.061, Florida Statutes. No travel expenses will be paid to, or for the benefit of, any individual in excess of the amount permitted by Section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribed by law shall be borne by the Vendor.

DELIVERABLES. The Vendor shall provide units of deliverables, including reports, findings, and drafts to be received and accepted in writing by the Agreement Administrator prior to payment.

TAXES. The College is exempt from the payment of all sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

ACCOUNTING AND AUDIT. The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The College, and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to review such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor's business operations. The Vendor agrees to retain any documents relevant to this Agreement for a period of at least three (3) years after the final payment or termination of this Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor's invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this Accounting and Audit provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to this Agreement.

CONFLICTS OF INTEREST. The Vendor shall not hire, and shall not permit any subcontractor or other person, firm or business entity with whom the Vendor is engaged in a combined effort to perform this agreement, to hire any person who is a College officer or employee, unless the College consents in writing after full written disclosure of the surrounding facts. No officer or employee of the College shall have a financial interest, direct or indirect, in this contract unless the College consents in writing after full written disclosure of the surrounding facts.

ASSIGNMENT, DELEGATION AND SUBCONTRACTS. The Vendor shall not assign, delegate, subcontract or otherwise transfer any interest in this Agreement or any obligation of Vendor without the prior written consent of the College.

PERSONNEL. The Vendor represents that it has or will, at its own expense, obtain all personnel and equipment required to perform this Agreement. The Vendor warrants that all personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws. Said employees, agents, representatives, volunteers and any other persons in or about the College's premises at the instance or request of the Vendor, shall conform to all rules established by the College to govern the general conduct of persons in or about the said premises.

PUBLIC ENTITY CRIME. The College will not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

VENDOR'S DEFAULT. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default (hereunder "Event of Default"): Failure to begin work, perform services or deliver goods on schedule; failure to submit any report required hereunder; substandard, unprofessional or faulty performance of services or goods; violation of applicable laws, regulations, rules, ordinances, policies, permits, or licenses; failure to pay debts as they come due; filing for bankruptcy; or failure to perform any other covenant or condition of this Agreement. Upon the occurrence of any Event of Default, the College may take one or more of the following actions.

- (1) Give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time in the notice, ten (10) days from the issuance date of the notice, and if the Event of Default is not thereafter timely remedied, treat the Agreement as breached and terminate the Agreement, effective three (3) days after giving the Vendor notice of termination;
- (2) Give the Vendor a written notice specifying the Event of Default, suspend all payments to be made to the Vendor under this Agreement, and order that the portion of the contract price which would otherwise accrue to the Vendor during the period from the date of notice until such time as the College determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor;
- (3) Set off against any other obligations the College may owe to the Vendor any damages the College suffers by reason of the Event of Default; or
- (4) Treat the agreement as breached and pursue any of its remedies provided for in this Agreement, in law or in equity, or all of these.

The Vendor shall be liable to the College for any damages it sustains by virtue of the Vendor's breach or for any reasonable costs the College may incur in enforcing or attempting to enforce this Agreement, including attorneys' fees and costs. The terms of this paragraph shall not be deemed to limit the College's right to terminate the Agreement on written notice and without cause as provided in this Addendum.

WAIVER OF BREACH. No failure by the College to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. The College's failure to notice any Event of Default shall not be deemed a waiver of the right of the College to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding related hereto.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

GOVERNING LAW/VENUE. This Agreement will be governed by and construed under the laws of the State of Florida. Manatee County, Florida, will be the forum and venue for any lawsuit between the parties arising from or incident to the Agreement. Vendor consents to personal jurisdiction in the State of Florida.

NON-DISCRIMINATION. If this Agreement is funded in any part by monies of the United States of America, the Vendor shall comply with all of the provisions of 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, as supplemented by the regulations of the United States Department of Labor (41 CFR Part 60). The College's policy prohibiting discrimination and harassment, is incorporated into this Agreement by reference as if fully set forth herein.

FUNDING AVAILABILITY. Obligations of the College hereunder are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

AUTHORITY. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation.

SURVIVAL. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination, expiration, or cancellation of this Agreement.

PARAGRAPH HEADINGS. The headings of the paragraphs of this Agreement are inserted for convenience or reference only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

AGREEMENT ADMINISTRATOR. Except where otherwise specified, the Agreement Administrator shall be the College's representative for purposes of administering this Agreement, and the Vendor shall submit all progress reports, invoices, correspondence and related submissions to the Agreement Administrator, who is: _____.

COUNTERPARTS/FACSIMILE. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. Facsimile signatures are acceptable as original signatures on this Agreement.

ADDENDA. Additional addenda, which are part of this Agreement, are attached hereto.

THE PARTIES HAVE READ, UNDERSTAND AND AGREED TO THIS ADDENDUM. THIS ADDENDUM IS NOT VALID UNTIL ALL SIGNATURES ARE AFFIXED AND NO COMMITMENT EXISTS UNTIL FULLY EXECUTED BY THE COLLEGE.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum.

THE DISTRICT BOARD OF TRUSTEES
OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

VENDOR

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____