

FLORIDA STATE COLLEGE AT JACKSONVILLE

GENERAL CONDITIONS (10/5/09)

1. **EXECUTION OF SUBMITTAL:** Proposals shall contain a manual signature of an authorized representative in the space provided. The company name must also appear on each page of the proposal as required. Multiple copies of all solicitation pages must be executed and returned as defined herein. Suppliers shall mail original proposal even if proposal has been FAXed (applicable only if provided for in the Special Conditions). Notate on the FIRST page of the submittal which is the "original" and which is a "copy".
 2. **LABEL:** A return label may be provided with the solicitation to be affixed for Proposers' convenience in returning sealed proposals. This label shows the name and address of the College, and the pertinent solicitation number. If the label provided is not used, the face of the return envelope shall contain:
 - a) Name and Address of the College
 - b) Name and Address of the Proposer
 - c) Date and Hour for solicitation opening
 - d) **The solicitation number** boldly indicated.
 - 2a. **PAGE LIMIT:** If this solicitation includes a defined maximum page limit:
 - a) Table of contents, tabs, and addendum pages are not included in the maximum page count, "All" other pages delivered are included and counted against the maximum.
 - b) If your proposal exceeds the defined maximum page count "only" the first pages up to the maximum page count will be evaluated!
 3. **NO BID:** If not submitting a proposal, respond by returning one copy of this form marked "NO BID" and explain the reason in the space provided above. Repeated failure to not respond without sufficient justification could be cause for removal from the Proposers list.
NOTE: To qualify as a respondent for retention on the Proposers list, a "NO BID" must be submitted for receipt no later the stated date and hour for the receipt of proposals.
 4. **SOLICITATION OPENING - LATE BIDS:** Proposals will be publicly opened, read and recorded on the date and time specified herein unless changed by Addendum. All proposals received after the specified time will not be considered and will be returned to the Proposer. FAX or telephone proposals will not be acceptable unless so stated by the College in the solicitation. The College reserves the right as deemed in its best interest to accept a late proposal, if the College is provided within 48 hours of public proposal opening, a letter from a commercial next day/air courier stating that the late delivery was due solely to their failure and that they had possession of the proposal in time to meet the solicitation opening.
 5. **POSTING OF RECOMMENDATION OF AWARD:** The Colleges recommendation of award will be posted to <http://www.fscj.edu/district/Purchasing/Bids/Bid%20Schedules.html>
 6. **PRICES, TERMS AND PAYMENT:** Firm prices shall be quoted, typed or printed in ink to include all packing, handling, shipping and delivery charges FOB Florida State College at Jacksonville, Jacksonville, Florida. Proposer is invited to offer a discount for prompt invoice payment. 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. Unless otherwise specified, proposals prices are assumed to be firm for a minimum period of 120 days after the date of opening. The College reserves the right to make award to the next lowest responsible Proposer if prices are not firm.
 7. **INVITATION TO NEGOTIATE:** The College reserves the right, as deemed in its best interest, to issue to all responsive proposers:
 - a) Requests for information
 - b) Requests for best and final offers

In addition, the College reserves the right to negotiate with one or more responsive proposers as deemed in its best interest.

Further, the successful proposer is authorized to negotiate/offer more favorable prices or terms to the College.
 8. **TAXES:** Florida State College at Jacksonville does not pay Federal Excise or Florida Sales Taxes on direct purchases of tangible personal property. Exemption numbers will be cited on the face of the purchase order.
 9. **MISTAKES:** Proposers are expected to examine the solicitation specifications, delivery schedule, special conditions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In case of mistake in extension, the unit price will govern. All corrections shall be initialed.
 10. **DISCOUNTS:** Only 30-day discounts will be considered in determining the lowest analytical net cost.
 11. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new (current production model) at the time of the solicitation unless otherwise stipulated in the solicitation. All containers shall be suitable for storage or shipment. Proposal prices shall include standard commercial packaging, unless otherwise stipulated in the solicitation.
 12. **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA), Federal EPA, Florida DER and any standards otherwise stipulated in the solicitation.
 13. **UNDERWRITER'S LABORATORY:** All manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established, unless otherwise stipulated in the solicitation.
 14. **PAYMENT:** Payment will be made by the College after the items have been received, inspected, and found to comply with the specifications, are free of damage or defect, and have been properly invoiced. Discounts will be taken if payment is made within the discount period. All invoices shall bear the College purchase order number.
- Note: The use of the words: Proposer, bidder, vendor and supplier for the context of this solicitation all have the same meaning for the company/firm submitting either a bid (ITB) or a request for proposal (RFP).**

15. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show in the space provided the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may become a basis for making an award (see special Conditions herein). Delivery shall be within the normal working hours of the College Monday through Friday, legal and College holidays excluded. The College reserves the right, a maximum of 30 days prior to delivery date, to notify the vendor to hold shipment for a maximum of 30 additional days without price changes, demurrage or any other charge.
16. INSPECTION, ACCEPTANCE AND TITLE: Inspection and testing, if any, and acceptance will be at destination unless otherwise provided. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the College unless loss or damage results from negligence by the College.
17. BRAND NAME OR EQUAL: (As used in this paragraph, the term "brand name" includes identification of supplies by make and model.) If the items called for herein have been identified in the Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory if they meet the listed essential requirements. Proposals offering "equal" products will be considered for award, if allowed by the proposals/Special Conditions and if such products are clearly identified and are determined by the college to be equal in all material respects to the brand name products listed in the specifications.
- Unless the Proposer indicates in his proposal that he is offering an "equal" product, his proposal shall be considered as offering a brand name product identified in the specifications.
- If the Proposer proposes to furnish an "equal" product, the brand name and model, if any, shall be inserted in the space provided in the solicitation, or such product shall be otherwise clearly identified in the proposal. The evaluation of proposal and the determination as to the quality of the product offered shall be the sole responsibility of the College and will be based upon information furnished by the Proposer or identified in his proposal. CAUTION TO PROPOSERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the proposal. Accordingly, insure that sufficient information is available, the Proposer must furnish with his proposal all descriptive published material (cuts, illustrations, drawings, or other data) necessary for the College to (1) determine whether the offered product meets the requirements of the solicitation and (2) establish exactly what the Proposer proposes to furnish and what the College would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished.
- If the Proposer proposes to modify a product so as to make it conform to the requirements of the solicitation, he shall (1) include in his proposal a clear description of such proposed modifications and (2) clearly mark any descriptive published material to show the proposed modifications. Modifications proposed after solicitation opening will not be considered. List only one equivalent per item that has the best value.
18. COMPLIANCE WITH SPECIFICATIONS: When formal specifications are referenced in the solicitation, insertion of brand names or makes and model numbers by the Proposer will be understood to mean that the product offered fully complies with such specifications unless the Proposer specifically states otherwise.
19. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to this office in writing no later than seven (7) days prior to the solicitation opening. Inquiries must reference the solicitation number and date of solicitation opening.
20. SERVICE AND WARRANTY: If a Warranty Information form is included with the solicitation, Proposers must complete the form to indicate to what extent warranty and service facilities are provided. Any special warranty requirements of the College will be stipulated in the Special Conditions.
21. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Proposer's expense. Request for the return of samples shall be accompanied by instructions which include shipping authorization and name of carrier, and must be received within five (5) days after solicitation opening date. If instructions are not received within this time, the samples shall be disposed of by the College. Each individual sample must be labeled with the Proposer's name, manufacturer's brand name or model number, solicitation number and item reference. Failure to deliver required samples or to clearly identify samples are not required but are nonetheless submitted, they will not be considered as qualifying the proposal and will be disregarded, unless it is made clear in the proposal or accompanying papers that it was the Proposers intention so to qualify his proposal.
22. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the successful Proposer to promptly notify the College indicating in his letter the specific regulation which requires the alteration. The College reserves the right to accept any alteration, including any price adjustments occasioned thereby, or to cancel the contract (purchase order) at no expense to the College.
23. SOVEREIGN IMMUNITY: The parties hereto acknowledge and agree that Florida State College at Jacksonville is a political subdivision of the State of Florida. As such, pursuant to Florida Statute 768.28, the College's performance under any resulting agreement and any amendments thereto or attachments connected therewith, shall at all times be subject to any and all state laws, state regulations and College District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein.
24. LEGAL REQUIREMENTS: Federal, state, county and local ordinances, rules and regulations that in any manner affect the items herein apply. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility. If the

- Proposer observes that the instructions and/or specifications herein are at variance therewith, he shall promptly notify the College in writing.
25. SAFETY REQUIREMENTS: The Contractor by submitting a proposal response agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tagout procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.
26. PATENTS AND ROYALTIES: The Proposer, without exception, shall indemnify and hold harmless the College and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyright, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the College. If the Proposer uses any design, devices or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.
27. ADVERTISING: In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College. Violation of this stipulation may be subject to the action covered by ARTICLE 30 of these General Conditions.
28. CONFLICT OF INTEREST: Any award hereunder is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any officer, director, Board of Trustee, or agent who is also an employee of the State of Florida or any of its agencies. All Proposers must disclose the name of any College employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches or dealerships.
29. WITHDRAWAL OF PROPOSAL: Proposal may be withdrawn by written or telegraphic notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.
30. CONTINGENT FEES: The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure a contract hereunder for a commission, percentage, brokerage or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the College shall have the right to annul any resulting contract without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 31 A. IDENTICAL OR TIED PROPOSALS/BIDS(USING STATE FUNDS): The decision for the award of tied bids/proposals shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Proposers, if still tied, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a with drug-free workplace programs; if still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disable Veterans owned businesses certified by the State Department of Management Services so a to break a tie bid and award a tied bid to a certified Service Disabled Veterans owned businesses when all other things are equal; if still tied, finally by flip of coin, when all other factors are equal.
- 31 B IDENTICAL OR TIED PROPOSALS/BIDS (USING FEDERAL FUNDS): The decision for the award of tied bids/proposals shall be made after a careful review of the circumstances surrounding the tie. pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a with drug-free workplace programs; if still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disable Veterans owned businesses certified by the State Department of Management Services so a to break a tie bid and award a tied bid to a certified Service Disabled Veterans owned businesses when all other things are equal
32. AWARD: As the best interest of Florida State College at Jacksonville may require, the right is reserved to reject any and all proposals, or any portion of RFPs, to waive any informality in proposals received, or to accept any item or group of items unless qualified by the Proposer. The issuance of a purchase order constitutes a binding contract.
33. NONCONFORMANCE: Items may be tested for compliance with specifications. Items delivered and not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered per the delivery date in solicitation and/or purchase order, or any other failure to comply with any requirement of the solicitation (such as failure to promptly execute a contract, furnish acceptable bonds or insurance when specified, giving false information on the quality of merchandise to be supplied, use of fraud or other unlawful means to obtain the contract, violation of the statutory or constitutional provisions of the State of Florida or the United States or any other breach of contract) may result in vendor being found in default in which any and all procurement costs may be charged against the defaulted vendor. Any violation of these stipulations may also result in the vendor's name being removed from the Proposer mailing list.
34. DISPUTES: In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this solicitation, the decision of the College's Associate Vice President of Purchasing and Business Services shall be final and binding on both parties. However, should an administrative hearing occur, the party requesting the hearing shall be held accountable for any and all costs relating thereto.

35. **ASSIGNMENT:** Any purchase order issued pursuant to this solicitation and any monies which may become due there under are not assignable except with the prior written approval of the College.
36. **EXCEPTIONS TO THE CONTRACT:** Not all items cataloged by the successful Proposer will be purchased under the ensuing contract. Some office supply, equipment or furniture purchases will be made from other sources as required by law or regulation, for example, purchases from state contract vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the purchasing office of this solicitation.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. IN ADDITION. ANY AND ALL SOLICITATION SPECIFICATIONS ATTACHED WHICH VARY FROM THE SPECIAL CONDITIONS SHALL HAVE PRECEDENCE OVER BOTH THE SPECIAL CONDITIONS OR GENERAL CONDITIONS.

37. **Public Records:**

Any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the responding bidder or proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.