

**VALENCIA COLLEGE**  
**Competitive Solicitation**  
**Acknowledgement Form**

**Submit Response Electronically**  
**via VendorLink at:**

<https://www.myvendorlink.com/common/default.aspx>

(For submittal details see Section 3.0, page 10)

<b>Solicitation Number:</b> ITN 2023-09		<b>Solicitation Title:</b> Advertising and Marketing Consultant Services		
<b>ITN Broadcast Date:</b> October 21, 2022	<b>Pre-proposal Non-mandatory Meeting:</b> November 2, 2022 12:00 PM EST	<b>Inquiry Deadline:</b> November 30, 2022 10:00 AM EST	<b>Electronic Proposal Due Date &amp; Time:</b> December 14, 2022 2:00 PM EST	<b>Review &amp; Evaluation of Proposals:</b> January 18, 2023 11:00 AM EST

**DESCRIPTION:** The District Board of Trustees of Valencia College, Florida (“College”) is requesting proposals from qualified suppliers to establish a continuing services contract with one Advertising and Marketing Consultant (“Services”) on an as needed basis to provide:

1. Brand-appropriate advertising campaign development, production, video, radio, digital and print advertising.
2. Creative services; media buy, analysis and planning; and market research and analysis to support the enrollment goals of Valencia College.

**Procurement Department Official & Point of Contact**

Name: Christy Colgan	Phone: 407-582-3032	Email: ccolgan@valenciacollege.edu
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**TO BE FILLED OUT BY THE FIRM SUBMITTING THE PROPOSAL**

<b>Company Name:</b>	<b>Federal Employer ID No.:</b>
<b>Mailing Address:</b>	
<b>Telephone No.:</b>	<b>Email Address:</b>

**Posting of Competitive Solicitation Notices**

Solicitation and proposal notices of intended decisions will be posted for review by interested parties in VendorLink. Failure to file a protest within the time prescribed in Valencia College Protest and Contract Dispute Procedures <https://valenciacollege.edu/employees/procurement/procurement-procedures.php> or (if applicable) failure to post the bond or other security as required, shall constitute a waiver of proceedings under that regulation.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the Competitive Solicitation, including but not limited to, certification requirements. In submitting an offer to Valencia College, the responder offers and agrees that if the offer is accepted, the responder will convey, sell, assign or transfer to Valencia College all rights, title and interest in and to all causes of action it may now hereafter acquire under the Anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by Valencia College. At the College’s discretion, such assignment shall be made and become effective at the time the purchasing agency provides final payment to the responder.

<b>Printed Name &amp; Title:</b>	<b>Authorized Signature:</b>
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## **SECTION 1.0 OVERVIEW**

### **1.1 BACKGROUND AND STATISTICAL INFORMATION**

Valencia College was founded in 1967 and has become an innovative leader in education with a national reputation for student success. Valencia is also one of the largest State colleges in Florida. Valencia College serves more than 74,000 students annually and has nine (9) campus locations: Orlando West Campus, East Campus, Winter Park Campus, Osceola Campus, Lake Nona Campus, Poinciana Campus, Valencia College/UCF Downtown, School of Public Safety and five Centers for Accelerated Training.

### **1.2 MANDATORY REQUIREMENTS**

The following mandatory requirements have been established. Subject to the College's right to waive minor irregularities. Proposers that do not meet the mandatory minimum requirements will be deemed non-responsive and will not be considered for further evaluation.

1. The Proposer must be actively in business performing similar services for a minimum of five (5) years prior to submission of proposal.
2. The Proposer will provide marketing and advertising services to Valencia College at the rates provided in ATTACHMENT 3. The Firm agrees to perform the services requested for the amounts as indicated.

### **1.3 SCOPE OF WORK**

Valencia College is committed to increasing the college going rate in Orange and Osceola counties and expanding access to College for our communities. Valencia's mission is to provide opportunities for academic, technical and life-long learning in a collaborative culture dedicated to inquiry, results and excellence.

This solicitation shall establish a continuing services contract with a qualified Advertising and Marketing Consultant to provide brand-appropriate advertising campaign development; production; video, radio, digital and print advertising; creative services; media buy analysis and planning; and market research, support and analysis to support the enrollment goals of Valencia College.

Selected firm(s) to provide, but not limited, to the following:

#### **A. BUSINESS REQUIREMENTS**

1. The Proposer must provide evidence that it has, or will designate, a dedicated account team to provide services to the College that includes experience communicating in the College's unique service area; experience creating and executing a media plan with both digital media and traditional channels; and experience and expertise speaking to a diverse audience.
2. The Proposer must demonstrate diversity in the account team through employees, contractors and/or business partnerships
3. The proposer must demonstrate experience in co-creating campaign assets for diverse audience(s).

## B. SERVICE REQUIREMENTS

1. Advertising campaign development;
2. Integrated marketing recommendations;
3. Market research and analysis;
4. Advertising and collateral copywriting – to include, but not limited to English, Spanish and Portuguese
5. Script writing for broadcast radio and television commercials and/or promotional videos;
6. Production supervision, coordination, and post production of radio and commercials;
7. Creative development and production of print, billboard, video, social and digital advertising or other as detailed in media buy;
8. Traffic and supply all materials to media outlets in accordance with media deadlines as directed;
9. Provide expert media analysis, planning, reporting and recommendations;
10. Negotiate and place advertising (media) on behalf of Valencia College, securing the most favorable rates possible;
11. Reconcile media invoices and provide timely reports on media effectiveness;
12. Evaluate effectiveness of advertising strategy, messaging and media flights;
13. Produce brand-building assets with long-term value as marketing tools;
14. All other services related to the development and execution of successful advertising campaigns for Valencia College.
15. International program marketing needs including digital advertising and potential foreign media buys.
16. Provide detailed project management services as needed as an extension of the Valencia College marketing department.

## C. PRICING REQUIREMENTS

1. The selected firm shall agree to provide media planning and placement services for no more than five percent (5%) of the College's total gross media buy. The digital media fee will be ten percent (10%) analysis and management inclusive. For additional requirements, see ATTACHMENT 3, Pricing Schedule.
2. The basis for charges by the firm for services other than media planning and placement shall be written estimates/proposals provided by the firm and approved by the College.

## 1.4 TERM OF CONTRACT

It is the intent of the College to award a contract to begin upon approval and execution by the College for three (3) years. The Contract may be extended for an additional two (2), one (1) year periods by mutual assent of both parties.

## 1.5 TENTATIVE TIMELINE

The following is the scheduled calendar of events with important dates and times. The College, at its sole discretion, may delay the scheduled dates if it is in the best interest of the College to do so. If the College determines that it is necessary to change these dates and/or times before the Proposal due date, the change will be announced via an addendum.

Action:	Date:
ITN Broadcast	October 21, 2022
Public Non-Mandatory Pre-Proposal Meeting	Wednesday, November 2, 2022 12:00 PM EST
Questions Deadline: All questions must be submitted to the Procurement Department via VendorLink	Wednesday, November 30, 2022 10:00 AM EST
Electronic Proposal Submissions Due Date and Time Submitted to Procurement Department via VendorLink	Wednesday December 14, 2022 2:00 PM EST
*Evaluation of Proposals	Wednesday, January 18, 2023 11:00 AM EST
Interviews/Presentations/Negotiations (Shortlisted Firms only)	Tuesday, January 31, 2023 10:00 AM EST
Best and Final Offers (BAFO) Due (Shortlisted Firms Only)	Tuesday, January 31, 2023 5:00 PM EST
*Final Evaluation Committee Review of Interviews/Presentations, and BAFO	Friday, February 3, 2023 11:30 AM EST
Notice to Intend to Award	Friday, February 3, 2023
Board of Trustees- Final Approval	Thursday, March 2, 2023
<p>* All Proposers are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public. Although the public is invited, no comments or questions will be taken from the Proposers or other members of the public. We are pleased to offer the ability to attend the public meetings virtually using Zoom Meeting.</p>	

## 1.6 PUBLIC MEETING ONLINE ACCESS INFORMATION

Meeting Login information is available on ATTACHMENT 4, "Public Meeting Online Access".

## **SECTION 2.0            PROCESS AND GENERAL INFORMATION**

### **2.1        PROPOSER REGISTRATION**

Valencia College's Supplier/Contractor registration and bid notification service, VendorLink, can be accessed at <https://valenciacollege.edu/employees/procurement/solicitations.php>. Registration is a requirement to receive notifications of future addenda and notices of intended action. Suppliers/Contractors who obtain documents from other sources, other than Valencia College Procurement Website, should not rely upon the accuracy of information. The College shall not be responsible for the correctness and completeness of documentation obtained from other sources. **Automatic notifications provided by VendorLink does not relieve Contractors from periodically checking VendorLink for updates, documents, or addenda.**

### **2.2        ACCESSIBILITY FOR DISABLED PERSONS**

If a special accommodation is needed, please notify the Procurement Department no later than five (5) working days prior to the scheduled event. Contact the Authorized Procurement Representative as provided herein.

### **2.3        PROPOSER COMMUNICATION AND/OR INQUIRIES**

The Proposer shall review this competitive solicitation in its entirety to determine whether Valencia's objective, scope of services, conditions and requirements are clearly stated. If a Proposer has any questions regarding this competitive solicitation, Proposer must submit such inquiries and requests for clarification through VendorLink.

The Proposer's inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned.

Valencia will consider only those communications and/or inquiries submitted through VendorLink on or before the Inquiry Deadline Date". Unless the Authorized Procurement Representative specifically requests Proposers to provide additional communications, Valencia will not accept or consider any of Proposer's written or other communications and/or inquiries (except solicitation response) received after the Inquiry Deadline Date.

To the extent Valencia determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification, Valencia's response will be made in an addendum to this competitive solicitation and posted on the VendorLink Website.

Valencia will consider the Proposer's failure to communicate inquiries, or request clarifications by the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in the competitive solicitation documents.

Valencia reserves the right to waive minor, nonmaterial irregularities in any or all proposals and accept or reject, in part or in full, any or all proposals.

### **2.4        RESTRICTED PROPOSER COMMUNICATIONS**

From the date of issuance of this competitive solicitation until Valencia takes final agency action, Proposers must not communicate with any Valencia employees, Evaluation Committee members or Valencia representatives regarding this competitive solicitation or Proposer's solicitation response except as provided herein or as expressly requested by the Authorized Procurement Representative. Unauthorized communication or violations of this restriction will be grounds for immediate disqualification and rejection of the Proposer's solicitation response.

All questions and requests for clarification related to process must be directed in writing to the authorized procurement representative (Issuing Agent): Reminder that questions directly related to ITN must be submitted via VendorLink prior to the Inquiry Deadline date.

Christy Colgan, Assistant Director  
Valencia College Procurement  
Email: [ccolgan@valenciacollege.edu](mailto:ccolgan@valenciacollege.edu)  
Department Email: [valenciaprocurement@valenciacollege.edu](mailto:valenciaprocurement@valenciacollege.edu)

## 2.5 CONE OF SILENCE

With the exception of the Procurement Department, Evaluation Review Committee members, other College employees, and members of the Board of Trustees are not to be contacted regarding the ITN during the solicitation and selection process. **Violation of this prohibition shall result in disqualification of the Proposer.** All questions relating to this solicitation must be submitted through VendorLink.

## 2.6 ORAL INTERPRETATION AND ADDENDA

All interpretations and clarifications related to this solicitation, or supplemental instructions will be in the form of a written addendum from the Procurement Department. No oral interpretations or clarifications from College staff or by other means will be considered binding unless issued in writing. The Procurement Department will post any Addenda relating to this competitive solicitation along with Addenda Acknowledgment Forms on the Website. The Proposer's authorized representative must sign and date the Addenda Acknowledgment Form acknowledging having received, read and understood all posted Addenda

## 2.7 SILENCE OF SPECIFICATIONS

Any perceived silence in the solicitation specifications or scope of work shall not be interpreted as any intended limitation upon the objective and purpose of the procurement as defined in this solicitation.

## 2.8 CONFORMANCE TO SOLICITATION

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this Solicitation, provided that nothing herein shall be deemed to limit the College's ability to waive minor irregularities without notice or the need to issue a written addendum. Goods or services will be procured on an as needed basis.

If a Proposer desires to submit a Proposal which, if selected by the College, would require the College to waive, alter or omit a material, mandatory requirement set forth in this Solicitation, the Proposer must first **submit a request in writing to the College** asking the College to amend the requirement(s) of this Solicitation in the same manner provided for the submission of written questions by Proposers provided in the section of this Solicitation entitled "Questions Regarding Solicitation Process." If the College, in its discretion, agrees to amend, alter, or waive the requirement, the College will issue a notice to all prospective Proposers of the change in the form of a written addendum.

Please note, the College is not asking the Proposers to send in their Proposals before the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

## **2.9 COSTS OF DEVELOPING AND DISCLOSURE OF REPLY CONTENTS**

The College will not be liable for any costs incurred by a Proposer in preparing and submitting a response. All documentation produced as part of this solicitation shall become the exclusive property of the College upon receipt and may not be removed by the Proposer or its agents. All Proposal shall become the property of the College and will not be returned to the Proposer. The College shall have the right to use any and all ideas or adaptations of ideas contained in any response received in response to this solicitation. Selection or rejection of the response will not affect this right.

## **2.10 SOLICITATION RESPONSE VALIDITY PERIOD**

All Proposals submitted shall be binding for one hundred twenty (120) calendar days following the date of opening. Should the Proposer default with this binding condition, the Proposer may be placed in debarment from submitting a proposal and doing business with the College for up to one year.

## **2.11 RESERVED RIGHTS**

The College, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all Proposal, to re-advertise this solicitation, postpone or cancel, at any time, the solicitation process, or to waive minor irregularities and informalities in this Solicitation or in the Proposal received as a result of this Solicitation. The College does not guarantee the award of any contract as a result of this solicitation process. The College reserves the right to make the award to the Proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

The College also reserves the right to reject the Reply of any supplier who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

## **2.12 ACCURACY OF INFORMATION**

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

## **2.13 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Solicitation and the responses thereto are in the public domain. The Proposer must include any materials it asserts to be exempt from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled Attachment to Solicitation, Valencia College "Title" and include SOLICITATION number - Confidential Material.

Proposers must identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement Department Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in



accordance with Chapter 119 of the Florida Statutes.

All Proposals received from Proposers in response to this Solicitation will become the property of the College and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the College.

## **2.14 PROPOSAL WITHDRAWAL**

Proposers may withdraw, alter, and resubmit their Proposals through VendorLink at any time before the proposal due date and time. Proposals may not be withdrawn, altered, or resubmitted after the Proposal due date and time.

## **2.15 PROTESTS**

Any Notice of Protest by a bidder or Proposer or other party involving the specifications, terms and conditions or any other aspect of the solicitation must be filed in writing within seventy-two (72) hours after the posting of the notice of decision or intended decision noting the basis of the protest. Failure to file a protest within the time prescribed in "Procedure for Protest of Competitive Solicitations Decisions/Intended Decisions (Protest Procedures) or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Please visit the Procurement Website to view a complete copy of the Protest Procedures at: <https://valenciacollege.edu/employees/procurement/documents/procedure-for-protests-of-competitive-solicitation-decisions-intended-decisions.pdf>

## **2.16 COOPERATIVE AGREEMENT**

The Council of Purchasing Professionals (COPP) is comprised of procurement officials from the twenty-eight (28) Colleges within Florida. The objective of COPP is to promote the development of cost effective co-operative purchase contracts to maximize total value for those organizations.

COPP members have the ability to utilize the proposed Contract awarded for services as specified. The awarded firm agrees to offer the same pricing, terms and conditions to those agencies, however, each agency will be responsible for issuing purchase orders for the services offered under the agreement.

## **2.17 ERRORS AND OMISSIONS**

The proposer is expected to comply with the true intent of this ITN taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the firm suspect any error, omission, or discrepancy in the specifications or instructions, the firm shall immediately notify the College, in writing, and the College shall issue and post a written amendment. The firm is responsible for the contents of its qualification and for satisfying the requirements set forth in the ITN.

## SECTION 3.0 INSTRUCTIONS FOR PREPARING PROPOSAL

### 3.1 PROPOSAL SUBMITTAL FORMAT

Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this Solicitation. In order to ensure a uniform review process and to obtain the maximum degree of comparability, Proposal should be organized by section with tabs that reference the evaluation criteria as outlined below. A Table of Contents should include a clear identification of the material by Section and by page number. The entire ITN package will become part of the final agreement between the College and the awarded Firm. **Proposals will only be accepted in electronic format through VendorLink.**

#### 3.1.1 General Information

- a. The cover page must identify the Solicitation Number, Name, Date of submission, and the Name of the Proposer.
- b. The Solicitation Number and Name must be included in the footer of each page of the Proposal and all attached documents at the time of submittal.
- c. Number each page consecutively, including exhibits, attachments, resumes, and any other related supplemental information.
- d. Separate and identify each section of the Proposal response by use of a divider/separation page.
- e. It is the sole responsibility of the Proposer to ensure that electronic proposal submittals are received by the Procurement Department by the due date and time.
- f. The College shall not be responsible for delays caused by any occurrence.

#### 3.1.2 Electronic Submittal

- a. Electronic Submittals will only be accepted via VendorLink.
- b. Digital copy must not be larger than one (1) gigabyte (GB).
- c. Only files in the following formats will be accepted: Microsoft Word, Excel, PowerPoint, and Adobe Portable Document Format (PDF)
- d. Files submitted must be formatted and enabled for printing.
- e. Bidders may withdraw, alter, and resubmit their Proposals through VendorLink at any time before the proposal due date and time. Proposals may not be withdrawn, altered, or resubmitted after the Proposal due date and time.
- f. VendorLink system will not accept any document submission after the due date and time.
- g. In the event of technical difficulties in the submitting proposals, Proposers should contact VendorLink support at [support@evendorlink.com](mailto:support@evendorlink.com).
- h. Valencia College may request clarifications and additional information after proposal submission.

## 3.2 PROPOSAL SUBMITTAL LAYOUT

To ensure that all qualification packets are fairly evaluated, scored, and ranked, it is very important that the requested information be prepared and submitted in the order listed in Tabs A-F:

The college will require one (1) electronic file as part of a Respondents' qualification submittal. **Name the file: "Insert Company Name", ITN 2023-09 Advertising and Marketing Consulting Services.** Please separate each "Tab" with an identifiable divider.

### TAB A: COMPLETENESS AND RESPONSIVENESS OF SUBMITTAL

1. Include completed **Competitive Solicitation Acknowledgement Form (Page 1 of this ITN).**
2. **Letter of Intent:** A cover letter on the Proposer's letterhead that summarizes in a brief, concise manner, an understanding of the Scope of Work, and a positive commitment to perform the services promptly. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority and contact information. The letter should not exceed two (2) pages in length.
3. **Table of Contents** should include clear identification of the material by section and page number.
4. **Mandatory Requirements:**
  - a) Provide evidence that your firm has actively been in business performing similar services for a minimum of five (5) years prior to submission of proposal.
  - b) Include signed ATTACHMENT 3 – Pricing Schedule
5. **Include the completed Exhibits listed below:**
  - a) **EXHIBIT A:** Proposal Certification Form
  - b) **EXHIBIT B:** Proposer Information and Signature Form & W9 Form
  - c) **EXHIBIT C:** Conflict of Interest and Disclosure Statement
  - d) **EXHIBIT D:** Sworn Statement on Public Entity Crimes
  - e) **EXHIBIT F:** Addendum Receipt Verification
  - f) **EXHIBIT G:** Drug-Free Work Place
  - g) **EXHIBIT H:** Minority Business Certificate
  - h) **EXHIBIT J:** Disputes Disclosure Form Summary of Litigation
  - i) **EXHIBIT K:** ~~Surety Bonding~~ NOT APPLICABLE
  - j) **EXHIBIT L:** BYRD Anti Lobbying Certification
6. **Include a copy of any applicable licenses and or certificates.** Include proof that the Supplier/Contractor has a current license to do business in the State of Florida. Provide proof that the Supplier/Contractor meets the certification requirements of the services to be performed.
7. **Include Evidence of Proof of Insurability:** Provide current certificates of Insurance at required levels for General Liability, and property damage, Automobile Liability, Professional Liability and Workers' Compensation as required by Law. (See Attachment 2, Insurance Requirements).

## **TAB B: BUSINESS COMPOSITION**

This criterion includes, but is not limited to, consideration of the following:

1. Agency qualifications in branding, creative services and advertising. Provide a summary of the agency's qualifications relevant to the listed Scope of Services. Include client's names, addresses, and contact information.
2. Company Qualifications: Qualifications, firm's size and firm's history. Detail any information that would give the firm an advantage in completing this services. The firm's current and projected workload, to insure satisfaction of performance within the Scope of Work and continued principal leadership on the account. List any sub-consultants to be used and related qualifications.
3. Dedicated account team for the College who will directly be responsible and available to provide strategic direction and support. Provide evidence that dedicated account team has the qualifications and experience to provide services to the College that includes experience communicating in the College's unique service area; experience creating and executing a media plan with both digital media and traditional channels; and experience and expertise speaking to a diverse audience.
4. Demonstrate diversity in the account team through employees, contractors and/or business partnerships.
5. Organizational chart: indicate key personnel and their relationships. Indicate each staff member's assignments and responsibilities as it relates to the Scope of Work. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Indicate which positions are full time and part time.

## **TAB C: RELATED EXPERIENCE & REFERENCES**

It is important that the services be provided by a proposer who can demonstrate specific knowledge of, and experience in performing similar work for projects or services of comparable nature, size, and scope. The evaluation of the proposer firm's experience and qualifications will be based on the criteria mentioned below. In particular, the proposer should demonstrate the following:

1. Demonstrate experience in co-creating campaign assets for diverse audience(s).
2. Portfolio - Provide a digital portfolio of print advertising, collateral materials, video, TV commercials, radio commercials, digital and/or interactive marketing for existing or past clients (excluding any speculative work or pro-bono work) created by the agency's submitting office, not satellite offices. Submit a link for your digital portfolio.
3. Provide a list of all higher education clients for whom you have provided marketing services in the central Florida region for the past five (5) years.
4. In addition, provide a minimum of three (3) reference letters from clients for whom your Firm has provided or is providing Advertising and Marketing Consultant Services that are similar in scope to this Request for Proposal. Reference letters shall be current, dated within one (1) year of this solicitation, and shall focus on the most recent projects your Firm has provided. The reference letter from the clients must be provided on their letter head, and include details regarding:
  - a. Your Firm's role;

- b. The level of service provided;
- c. Usefulness of services;
- d. How effective or ineffective the Firm's communication was with the client;
- e. Adherence to project schedule, scope, and cost; and
- f. How cost competitive your Firm was when negotiating cost proposals.

**Important:** References from Valencia College staff shall not be considered. If records are available, the College staff may provide the Committee input relating to the Firm's past work performance.

- 5. Three (3) similar reference projects of comparable in nature, size, and scope with the said ITN project, preferably for an institution of higher education, and completed in the past five (5) years. **Utilize EXHIBIT E Reference Form.**

**TAB D: TECHNICAL APPROACH, OPERATING PLAN, AND SUPPORT**

- 1. Operating Plan: Provide a detailed work plan identifying the task required for successful completion of the Scope of Work. Clearly demonstrating proposer's strategic and tactical approach.
- 2. Demonstrate a clear understanding of project requirements and deliverables.
- 3. A description of how the proposer will provide deliverables, which should include a work plan for overarching projects as well as each of the focus areas.
- 4. Tools and Systems: Provide information relating to firm's computer-based systems and other reporting systems used to communicate and deliver the services.
- 5. Location: State where the dedicated account team that will be providing firm's services is located, as well locations of any sub-contractors that will be used and the relationship to providing the Scope of Work. Include a Google map showing the location of the account team's office, including the proximity/location of the dedicated account team's office to Orlando's International Airport: 1 Jeff Fuqua Blvd, Orlando, FL 32827, a centralized location to Orange and Osceola Counties.

This category will be scored as follows:

0-35 miles	10 points
36-70 miles	9 points
71-100 miles	8 points
Over 100 miles	7 points

**TAB E: CONFIDENTIAL MATERIALS AND FINANCIAL STRENGTH**

Confidential materials shall be submitted in this section - Any materials that qualify as "trade secrets" as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the College for projects as defined in 119.071(1)(c), Florida Statutes shall be segregated, clearly labeled.

- 1. **Include Exhibit I-** Financial Attestation Form
- 2. Disclose any material changes in the business operations of the Firm, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers,

acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Firm's financial or managerial ability to perform the noted tasks under this Contract. Provide the name, title, address and phone number of the financial officer of the Firm responsible for providing this information.

3. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Incorporated and unincorporated Firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the Valencia College of liability in the event they are injured while providing goods and/or services to the College.
4. Litigation - identify all litigation in which your Firm has been a party to legal action (including arbitration, administrative proceedings, etc.) or lawsuits during the last five (5) years involving a client for claims in excess of \$100,000.00. Include a brief description of the dispute and its current status. Where the action or lawsuit has involved a guaranteed maximum price contract, please describe the particular circumstances giving rise to the dispute and the actions which your Firm took to attempt to settle the matter prior to and after suit being filed.
5. Describe in detail any projects within the last five (5) years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened or filed against your organization.

## **SECTION 4.0 PROPOSAL EVALUATION COMMITTEE AND EVALUATION PROCESS**

### **4.1 INITIAL REVIEW OF PROPOSALS**

Proposers will submit the ITN package as outlined in **Section 3, Instructions for Preparation of Proposal**. The College will appoint an Evaluation Committee comprised of at least three (3) members and may include additional representation from faculty or staff for the purpose of scoring the ITN responses. Evaluation of the ITN Response will be comprised of three (3) phases.

The Procurement Department will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include, but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.

### **4.2 PHASE I, EVALUATION OF PROPOSALS**

The Evaluation Committee will be established to review, discuss, evaluate, score, and rank all responsive and responsible Proposals submitted in response to this Invitation to Negotiate (ITN). The Committee will conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Invitation to Negotiate. The Committee may utilize subject matter experts or consultants to advise and assist the Committee in its review of the Proposals.

During the evaluation of proposals, Phase I, the Committee shall evaluate and rank responsive Proposals. The Committee may determine to proceed to Phase II, Presentations and Negotiations, with shortlisted firms if presentations, oral interviews, demonstrations, negotiations, additional written information, feedback from outside consultants, and discussions relating to Proposer's capabilities, and/or any other information deemed helpful to more fully evaluate the Proposer.

At the Committee's sole discretion, they may proceed directly to award, with one (1) or more Proposers(s) selected.

### **4.3 EVALUATION METHOD**

The established Evaluation Committee will review and rate each responsive Proposer's submittal using an adjectival scoring system. Submittals deemed reasonably acceptable will be evaluated using the evaluation criteria and weighted value below.

A score of 0 is the least favorable, and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

Score of 9 or 10 = EXCELLENT: Very comprehensive, in depth, clear and appropriate response/submittals related to the criteria, uniformly outstanding in quality. Consistently high quality performance can be expected.

Score of 7 or 8 = GOOD: A clear, understandable response/submittals related to the criteria from which a consistently high quality performance can be expected.

Score of 5 or 6 = SATISFACTORY: The responder meets all minimum requirements,

generally is of highly acceptable quality; problem areas are confined to deficiencies which can be corrected during discussions.

Score of 4, 3, or 2 = MARGINAL: Deficiencies with the quality of the response/submittals or omissions from the response/submittals. Quality performance cannot reasonably be expected.

Score of 0 or 1 = UNSATISFACTORY: Fails to comply with basic instructions regarding presentation of qualifications and/or; Weak or lacking in clarity/substance, with only vague indications that required capability may be present. Responder cannot be expected to meet the minimum requirements for the project.

#### 4.4 PHASE I, EVALUATION CRITERIA

<b>EVALUATION CRITERIA</b>		
	<b>CATEGORY</b>	<b>WEIGHTED VALUE</b>
<b>TAB C</b>	Business Composition and Qualifications - branding, creative and advertising	25%
<b>TAB C</b>	Project Team's Professional Qualifications	20%
<b>TAB D</b>	Portfolio	20%
<b>TAB D</b>	Related Experience & References - Agency media planning, placement and reporting experience	25%
<b>TAB E</b>	Operating Plan & Support - Demonstrated understanding of the College's unique brand needs and mission (Scope of Work)	5%
<b>TAB E</b>	Proximity/location of the dedicated account team's office to Valencia's Service District, Osceola and Orange Counties.	5%
<b>TOTAL</b>		100%

#### 4.5 PHASE II, PRESENTATIONS AND NEGOTIATIONS

The second phase of the ITN process is the presentation and negotiation phase. The Committee will determine the presentation time period and style. The Proposer's presentation should summarize its abilities to perform the scope of services as outlined in this ITN. Handouts and/or "leave behinds" are permitted.

The focus of the negotiations will be on achieving the solution that provides the best value for the College. The Team may conduct concurrent or simultaneous negotiations with each Proposer. Negotiations may include debriefing the Proposer's initial sealed Proposal in detail, fact finding, reference verification, requesting proposers to offer suggestions and solutions, as well as price/quality trade-offs if applicable.

Proposer presentations/negotiations/demonstrations will not be open to the public, but will be recorded by the College. In addition to presentations/negotiations, the College may participate in site visits, product demonstrations, feedback from outside consultants or subject matter experts, or discussions relating to Proposer's capabilities and business plan, and/or any other information deemed helpful in making a sound business decision.

The College reserves the right to accept portions of a competing Proposer's response and to incorporate those ideas and concepts into the projected project. Participating Proposers should be cognizant of the fact that the College reserves the right to finalize the negotiation process at any time that the College determines such decision would be in the best interest of the College.



**Negotiation sessions are not open to the public and all negotiation sessions are recorded by the College.**

The College will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

#### **4.6 PHASE III, BEST AND FINAL OFFERS**

Upon completion of Phase II, participating Proposers may be requested to provide best and final offers which include additional requirements or a modified scope of services, if warranted. Proposers may be requested to submit a written summary of their capabilities and technical approach in response to a series of questions or to a revised scope of services and, if necessary, provide revised pricing or strategy which will be the Proposer's best and final offer or final Reply.

The College may develop new evaluation criteria to evaluate and select the best and final offer and the evaluation criteria is announced to the shortlisted Proposers.

A deadline for submission of a "best and final offer" (BAFO) will be included in the announcement. Proposers may submit requests for clarification to the Procurement Representative. The College does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of the College

#### **4.7 PHASE IV, FINAL EVALUATION CRITERIA**

Should the Committee determine to hold presentations and/or to request Best and Final Offers, the following points may be allocated:

The criteria will be a single score not to exceed one hundred (100) points. The Committee will consider all aspects of Phase II, Presentations, and Phase III, BAFO, to select the firm that provides the highest overall value to the College.

#### **4.8 BEST VALUE**

The College intends to contract with the most responsive and responsible Proposer whose proposal is determined by the Negotiation Team to provide the best value to the College. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the College based on objective factors that include, but are not limited to, price, quality, design, and workmanship. Based on a determination of best value, the College reserves the right to award one (1) or more contracts for these Services, as is in the best interest of the College.

#### **4.9 AUTHORITY TO AWARD**

Contracts will be awarded in accordance with the provisions of Valencia College policies and procedures. Award of contracts in excess of the threshold of Category Five as specified in Section 287.017, Florida Statutes, will be subject to the District Board of Trustee's approval.

#### **4.10 APPLICABLE DOCUMENTS & PROCEDURES**

The following documents have been provided in ITN 2023-09 VendorLink posting.

1. ITN 2023-09 Document
2. Exhibits A-L
3. Attachment 1, General Terms and Conditions
4. Attachment 2, Insurance Requirements
5. Attachment 3, Pricing Schedule
6. Attachment 4, Public Meeting Online Access Information



**EXHIBIT A  
PROPOSER'S CERTIFICATION**

I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitation.

I hereby propose to furnish the goods or services specified in the Solicitation at the prices or rates quoted in my Proposal. I agree that my Proposal will remain Firm for a period of up to one hundred eighty (180) days in order to allow the College adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the College prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, Firm or corporation submitting a Proposal for the same product or service, and is all respects fair and without fraud. I further certify that no officer, employee or agent of the College or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Mailing Address or, if different from your principal place of business:

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

DUNS #: \_\_\_\_\_ Company Tax ID #: \_\_\_\_\_

Note: (The College only requires Company Tax Id numbers. The College is not requesting individual social security numbers.)

Personally appeared before me, the undersigned authority, who after first being sworn to me, affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

personally known to me or  produced identification \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

State of \_\_\_\_\_ County of \_\_\_\_\_ My commission expires: \_\_\_\_\_



**EXHIBIT B  
PROPOSER INFORMATION AND SIGNATURE FORM**

Company Name				
Purchasing Address		City	State	Zip code
Remit to Address		City	State	Zip code
Phone #	Fax #	Web page address		
Address of Parent Company (if applicable)		City	State	Zip code
Contact Person (for project notification)	Title	Email Address	Phone #	
Federal Employer Tax Identification Number (TIN):		Or, Social Security Number (SSN)		
OWNERSHIP (Please check all applicable boxes): Company is at least 51% owned, controlled, and actively managed by:    Minority Person(s),    Woman/Women, <div style="text-align: right; margin-right: 100px;">Disabled Vet,    LDB</div>				
If minority owned, check applicable boxes. <b><u>Please attach your Minority Certification</u></b>				
<input type="checkbox"/>	Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)		<input type="checkbox"/>	African American
<input type="checkbox"/>	Asian Indian American (includes India, Pakistan, and Bangladesh)		<input type="checkbox"/>	Hispanic American
<input type="checkbox"/>	Asian Pacific American (includes oriental)			
Entity Making Submittal: Parent Company      Subsidiary      Division      Branch Office  Type of Company or Joint Venture: Corporation      Partnership      Sole Proprietorship      Joint Venture      Other  Year Company or Joint Venture Established: _____ Company Name or Joint Venture's Years of Experience in this type of business: _____ Years Former Names. List names under which the company or joint venture has done business. (Indicate N/A, if not applicable):				
<b>(Please Type or Print Clearly)</b>				
Name (Print): _____		Title: _____		
Signature: _____		Date: _____		

All respondents certify by their signature, hereto, that they have read and understand the conditions and specifications of this solicitation and that they have the authority, capacity and capability to sign this document on behalf of the Firm and will perform according to the conditions and specifications of this solicitation.

**EXHIBIT C**  
**CONFLICT OF INTEREST STATEMENT AND DISCLOSURE STATEMENT**

**CHECK ONE**

[ ] The undersigned Firm has no potential, real or apparent, conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

[ ] The undersigned Firm, by EXHIBIT to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

Please answer the following questions *Yes* or *No*. If you answer *yes* to any of the questions, provide a full explanation below the question. (Attach additional pages if needed.)

Has your Firm or any of its officers received a reprimand of any nature or been suspended by the Florida Department of Business and Professional Regulation (FDBR) or any other regulatory agency or professional association within the last ten (10) years?  **YES**  **NO**

---

1. Has your Firm or any member of your Firm been declared in default, terminated or removed from a contract or job related to the services your Firm provides in the regular course of business within the last ten (10) years?

**YES**  **NO**

*If yes, indicate company name, contact name and telephone number, and reason for early cancellation/termination of contract.*

---

2. Has your Firm had filed against it or filed any requests for equitable adjustment, contract claims, litigation and/or judgments during the past ten (10) years?  **YES**  **NO**

*If answered yes, include a summary and disposition of the case, the outcome or status of suit and the monetary amounts involved.*

---

*I hereby certify that all statements made are true and I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of your proposal and forfeiture of rights for further consideration of this proposal process.*

---

Company Name

---

Name (Print)

---

Authorized Signature

---

Title

Failure to provide the information requested, including documentation relating to potential conflicts of interest, or summary of past litigation and/or judgment may result in disqualification of your proposal.

**EXHIBIT D**  
**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: \_\_\_\_\_

This sworn statement is submitted by: \_\_\_\_\_

Whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. My Name is and my relationship to the entity named above is:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
6. Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
7. There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]
8. The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Personally appeared before me, the undersigned authority, who after first being sworn to me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

personally known to me or  produced identification \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

My commission expires: \_\_\_\_\_



**EXHIBIT E  
REFERENCES**

In the spaces provided below, the Respondent shall list all names under which it has operated during the past three (3) years.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable clients. The clients listed must be for work similar in nature to that specified in this solicitation. The same client may not be listed for more than one (1) reference and confidential clients shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for Respondent’s Name.

Clients that are listed as subcontractors in the response will not be accepted as Past Performance references under this solicitation. Entities having an affiliation with the Respondent (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) may not be accepted as Past Performance references under this solicitation.

**Additionally, the College reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a “responsible Respondent”.**

<b>Project #1:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Project #2:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

<b>Project #3:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:



**EXHIBIT F**  
**ADDENDUM RECEIPT VERIFICATION**

The undersigned acknowledges receipt of the following addenda to this Solicitation (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

By checking this box, the undersigned acknowledges they have read each of the questions and answers submitted via VendorLink.

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.**

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name (Print or Type) \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT G**  
**DRUG FREE WORKPLACE FORM**

The undersigned contractor, 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4) In the statement specified in Paragraph 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 Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this contractor complies fully with above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



**EXHIBIT H**  
**MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS**  
**ENTERPRISE CERTIFICATE**

**If your firm is greater than 51% owned and controlled by a woman or minority, please complete this certificate and include a copy with your submittal. \***

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ (Title) representative of the firm of \_\_\_\_\_ (Company Name) minority business enterprise \_\_\_\_\_ (Minority Type\*\*) as defined by Valencia College in the specifications for \_\_\_\_\_ (Project Name & Number) that I will provide information requested by COLLEGE to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of \_\_\_\_\_ (Company Name) as well as the ownership thereof. Further, the undersigned does agree to provide COLLEGE current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination of the books, records and files of the above named company by authorized representative of COLLEGE. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. Termination is understood to forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Signature of Company's Authorized Representative)

State of \_\_\_\_\_ County of \_\_\_\_\_ City of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public)

My commission Expires: \_\_\_\_\_

**\* If you are not claiming a minority or woman owned status, please mark NA for minority type and only a signature is required. You do not need to have this document notarized.**

**\*\* Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership) "Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094 Florida Statute".**



**EXHIBIT I**  
**FINANCIAL ATTESTATION**

This is not a request for your full financial statements; however, the College reserves the right to review your financial statement if such a review is in its best interest.

The requested data should be derived and/or calculated from the most recent financial statements prepared by an Independent Accounting Professional (IAP). (Examples of an IPA include the independent CPA, Tax accountant, and financial statement preparer or similar professional). The need for accurate financial information is important to the College. Providing false or grossly inaccurate information may disqualify you or your company from doing business with the College under this or future solicitations.

This form must be signed by the proposer and IAP that prepared and reviewed your firm’s most recent annual financial statement and be submitted with your response package.

1. Proposer Name: \_\_\_\_\_
2. Name of IAP that completed the review of your company’s most recent annual financial statement:  
\_\_\_\_\_

Is the Independent Accounting Professional preparing or assisting in the preparation of this worksheet, certified?  
Yes \_\_\_\_ No \_\_\_\_.

If certified, please indicate the certification of the IAP \_\_\_\_\_. (I.e. CPA, CMA, CGMA, EA, etc.)

After review of the Consultant’s most recent audited financial/statement, as their IPA we have defined below:

1. Which year is the annual financial statement information being derived from? \_\_\_\_\_
2. Did the Proposer report a positive cash flow during the reporting year? Yes \_\_\_\_ No \_\_\_\_
3. Did the proposer report a net after tax profit during that year? Yes \_\_\_\_ No \_\_\_\_
4. The Proposer’s total assets are: \_\_\_\_\_
5. The Proposer’s total liabilities are: \_\_\_\_\_
6. The Proposer’s equity is: \_\_\_\_\_

**“IAP”**

**“Proposer”**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT J**  
**DISPUTES DISCLOSURE FORM SUMMARY OF LITIGATION**

Answer the following questions by placing a check "✓" in the box after "YES" or "NO". If you answer "YES", please explain via attachment.

Disclosure can be limited to the regional/district office, which will be supporting this Contract.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES

NO

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES

NO

If YES, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES

NO

If YES, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this solicitation:

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature (Officer)

\_\_\_\_\_  
Date

**EXHIBIT L**  
**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352, AS AMENDED)**  
**CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)**  
**REQUIRED FOR ANY OFFER OR CONTRACT EXCEEDING \$100,000**

Offerors/Contractors who apply or bid for an award of \$100,000 or more MUST file this required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned Offeror/Contractor certifies, to the best of his or her knowledge, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Offeror/Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned Offeror/Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned Offeror/Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Offeror/Contractor, \_\_\_\_\_  
Full Legal Name of Offeror/Contractor (including any "Doing Business As" ("DBA") Name(s))

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offeror/Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Offeror's/Contractor's Authorized Official

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name Offeror's/Contractor's Authorized Official

\_\_\_\_\_  
Title of Offeror's/Contractor's Authorized Official

**ATTACHMENT 1**  
**GENERAL TERMS AND CONDITIONS**

**ACCESSIBILITY FOR USERS WITH DISABILITIES:** The proposer shall provide a product or service that meets Federal Accessibility and Usability requirements, and maintain documentation describing the conformance to specified standards for publicly available websites. The vendor will assume financial responsibility for any accommodation expenses incurred due to a failure of the product/service to meet accessibility requirements. With respect to accessibility requirements, the proposer shall:

- a. Adhere to the Following Standards: Institution is a private entity. Nonetheless, Institution expects the selected vendor to design to the standards and technical specifications as may be set forth in Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)) (available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards>) as well as WCAG 2.0 Level AA (<http://www.w3.org/TR/WCAG20/>) specifications.
- b. Provide documentation regarding the level of accessibility conformance in the form of a Voluntary Product Accessibility Template (VPAT) and documentation as to how the product will meet WCAG 2.0, Level AA. Vendors may utilize a third-party accessibility evaluation service of their choice to provide such documentation at its sole expense.
- c. To the extent providing equipment or services related to communications, comply with all applicable FCC regulations regarding advanced communications services, including support for multi-modal advanced communications services to facilitate communications between individuals using digital text, audio, and video (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
- d. Respond to any accessibility issues discovered or reported by users within one (1) business day and communicate in writing a timeframe specific to resolving the reported issue(s). Resolution of reported accessibility issue(s) should be addressed as the highest priority within the next immediate development cycle or otherwise mutually agreed upon timeline.
- e. Include considerations for accessibility and universal design in product development, testing, and updates by ensuring to the greatest extent possible equivalent ease of use for individuals with disabilities as compared to non-disabled individuals.
- f. Identify a designated accessibility representative to address issues or questions pertaining to the accessibility of the product or service.

**ACCESS AND AUDITS:** The College's Auditor, the State Auditor, VP, Operations and Finance, or designated consultant may conduct performance and/or compliance reviews, of specific records or other data as determined by the College. Reasonable notice shall be provided for reviews conducted at the successful Respondent's places of College-related business. Reviews may include, but shall not be limited to, reviews of Respondent procedures, data provided by the Respondent from its proprietary software, accounting records, and internal quality control reviews. The successful Respondent shall work with any reviewing entity selected by the College.

**ADDITIONAL INFORMATION:** The College reserves the right to request that the Proposer provide additional information that the

College deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the College. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. Moreover, the College reserves the right to conduct investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, background investigations conducted by the College.

**ALTERNATE PROVISIONS AND CONDITIONS:** Replies that contain provisions that are contrary to the requirements found in General Conditions are not permitted. If a Respondent has any questions regarding the requirements or terms and conditions of this solicitation, such questions shall be presented in writing (by e-mail or fax) to the Procurement Department and such questions will be addressed during the question and answer phase of this solicitation. Alternate provisions or conditions submitted in response to this SOLICITATION that are not consistent with the primary goals of the College may result in the reply being deemed non-responsive to the solicitation. However, as this is an SOLICITATION, the College reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the College.

**APPLICABLE LAW AND APPEALS:** This Solicitation is issued in accordance with and shall be governed by the provisions and procedures of applicable Florida Statutes and Administrative Rules, Valencia College Policies, and other applicable law. Any appeal of matters relating to this solicitation must be filed in accordance with the Colleges established *Procedure for Protest of Competitive Solicitations Decisions/Intended Decisions* (Protest Procedures)

**AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF FLORIDA:** Foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida. The successful Respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.

The Respondent is required to provide all applicable licenses, including Department of Business and Professional Regulation, when applicable. All business and professional licenses should be included with the respondent's reply.

For licensing information contact:  
Florida Department of Business and Professional Regulation  
1940 North Monroe Street  
Tallahassee, Florida 32399-0797  
(850)487-1395

**CANCELATION OF CONTRACT:** If the awarded contract is terminated or cancelled within the first year of the contract period, The College may elect to negotiate and award the contract to the next ranked Proposer, to issue a new SOLICITATION, or to take any other action that it determines to be in the best interest of the College.

**CONFIDENTIALITY OF RECIPIENT INFORMATION:** All personally identifiable recipient information obtained by the successful Respondent shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of the resulting contract. The successful Respondent

must have a process that specifies that information remains confidential and is used for the Respondent's responsibilities under the contract resulting from this SOLICITATION, and is exchanged only for the purpose of conducting a review or other duties outlined in the resulting contract.

Any information received by the successful Respondent can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the successful Respondent is retained by the College. The successful Respondent must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all federal and state laws (including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail.

The successful Respondent's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontract is held to the same confidentiality requirements as the successful Respondent. If Medicaid provider-specific data is released to the public, the successful Respondent shall have policies and procedures for exercising due care in compiling and releasing such data that addresses statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, Florida Statutes, are met. Any releases of information to the media, the public, or other entities require prior approval from the College.

**CONFLICT OF INTEREST:** The College requires that the Proposers provide professional, objective, and impartial advice and at all times hold the College's interests' paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the College, or that may reasonably be perceived as having this effect.

If the College, in its sole discretion, determines that a conflict of interest exists, such Proposer may not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of an awarded Contract. Any such interests on the part of the Proposer or their employees, must be disclosed in writing to the College as part of the proposer's submittal. The Proposer confirms knowledge of the conflict of interest laws of the State of Florida and agrees that they shall fully comply in all respects with the terms of said law.

**CONFLICT OF INTEREST AND DISCLOSURE:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer, an employee, volunteer, intern of the College, or any of its agencies. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's Respondent or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the College, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the College in connection with this procurement.

**CONTRACT:** Standard contract terms and conditions that the College intends to require as a result of award are incorporated into this SOLICITATION. These terms are not routinely modified. It is the expectation of the College that any exceptions to contract terms be clearly indicated in the Proposal and Proposer understands that such exceptions may affect the evaluation of the Proposal submittal. Modification or alteration of the language in the resulting contract shall only be valid if mutually agreed to in writing by the parties.

Upon determination of the rank order of the Proposers by the College, the College anticipates entering into good faith dialogue with the top ranked firm for a contract to perform the activities set forth herein. If negotiations with the top ranked Proposer is unsuccessful as determined by the College in its sole discretion, the College shall have the right, but not the obligation, to commence contract discussions with the other Proposers in rank order until an acceptable Contract is reached. The College does not guarantee that the College and any Proposer will be able to come to amenable terms on a Contract and all such discussions shall be at the Proposer's risk and expense.

**COPYRIGHTED MATERIAL:** Copyrighted material will be accepted as part of a technical response only if accompanied by a waiver that will allow the College to make paper and electronic copies necessary for the use of College staff and agents. It is noted that copyrighted material is not exempt from the Florida Public Records Law, FSS Chapter 119.

**DATA ENCRYPTION:** During the life of the project the successful Respondent will store all College backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. The successful Respondent further agrees that any and all College data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium is likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

**DATA RE-USE:** The successful Respondent agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this SOLICITATION and subsequent contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units. The successful Respondent further agrees that no College data of any kind shall be transmitted, exchanged or otherwise passed to any person or entity unless and except as specifically directed by the College.

**DATA SECURITY:** The successful Respondent will preserve the confidentiality, integrity and accessibility of the College data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the successful Respondent then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by the successful Respondent or source support.

**DATA STORAGE:** The successful Respondent agrees that any and all College data will be stored, processed, and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage



medium is in use as part of the successful Respondent's designated backup and recovery processes, with enabled audit tracking functionality and encryption.

**DATA TRANSMISSION:** The successful Respondent agrees that any and all electronic transmission or exchange of system and application data with College and/or any other parties expressly designated by the College shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with "Data Re-Use" below.

**DEFAULT:** Failure of the successful Respondent to perform according to the contract shall be cause for the successful Respondent to be found in default. In the event of default, any and all procurement costs, along with any other remedies provided in the SOLICITATION, contract and/ or by rule or law, may be charged against the successful Respondent. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**DISPUTE RESOLUTION:** In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the College concerning payment of an invoice, the procuring department which has the dispute along with a representative of Valencia College's Procurement Department and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the College such material and information as the College may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure will commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the College. Any decision by the Procurement Official shall constitute the final decision of the College regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

**DRUG-FREE WORKPLACE CERTIFICATION:** In the event that multiple SOLICITATION responses directed to any state or political subdivision related to the procurement of commodities or contractual services are equal in respect to price, quality and service, as determined by the College, preference for award shall be to those businesses that have implemented a Drug-Free Workplace Program, in compliance with Florida Statute 287.087, without limitation. By signing the Signature Page identified herein, you are in compliance with this Statute.

**EMPLOYEES, SUBCONTRACTS, AND AGENTS:** If the work performed under the Contract requires applicable state and county health code requirements, the successful Respondent's employees, subcontracts, or agents performing work under the Contract shall be properly trained in accordance with such applicable state and county health code requirements. Upon request, the successful Respondent shall furnish a

copy of the technical certifications or other proof of qualifications of its personnel. All employees, subcontracts, or agents performing work under the contract will comply with all security and administrative requirements of the College and with all controlling laws and regulations relevant to the services being provided under the awarded contract.

The successful Respondent shall conduct and pay for security and sexual offender background checks and illegal drug tests for any employee, subcontract or agent who may have a physical presence on College's campuses or who may have access to sensitive information, as well as fiduciary background checks for any such persons handling money, prior to that person commencing any work on College property. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, issues pertaining to technical or training qualifications, quality of work, change in security status or noncompliance with College's security or other requirements. Such approval shall not relieve the Respondent of its obligation to perform all work in compliance with the contract.

**EQUAL OPPORTUNITY:** The College is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, age, national origin, gender, or any other category covered by Valencia's policy prohibiting discrimination, harassment, and related misconduct, which can be found at: <https://valenciacollege.edu/about/general-counsel/policy/documents/volume2/2-01-discrimination-harassment-related-conduct.pdf>

**FAMILIARITY WITH LAWS:** All Proposers are required to comply with all applicable Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this SOLICITATION. Relevant laws may include, but are not limited to:

- i. The Americans with Disabilities Act of 1990
- ii. OSHA regulations
- iii. All Civil Rights legislation
- iv. Office of Education 6A-14
- v. State Requirements for Educational Facilities (SREF)
- vi. Florida Statute 1013 (K-20 Education Code- Educational Facilities)
- vii. Title 9

**FEDERAL GRANT REQUIREMENTS:** The following special conditions are applicable to Contracts issued as a result of a SOLICITATION, identified as such, by the College, as financed in whole or in part by grants from the Federal Government.

- a. **Grant Funded Solicitations:** For federally funded solicitations and projects, Valencia College requires compliance with the contractual provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), U.S. Code of Federal Regulations, Title 2 CFR Part 200. To review a copy of Valencia College's Grant Requirement Procedures, please refer to the following link: <http://valenciacollege.edu/procurement/ProcurementProcedures.cfm>.
- b. **Access to Records:** The "College", the Federal Sponsoring Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the "Contractor" which are pertinent to the "Work" resulting from this "SOLICITATION" for the purpose of making audits, examinations, excerpts and transcriptions.

- c. The Copeland "Anti-Kick Back" Act - The "Contractor" shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- d. The Davis-Bacon Act (Construction Only) - The successful "Contractor" shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5).
- e. Contract Hours and Safety Standards Act - The "Contractor" shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part
- f. Clean Air Act and Federal Water Act - The "Contractor" shall guarantee that all products purchased as a result of this SOLICITATION comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).
- g. (g) Debarment and Suspension: The College will not award a Contract to parties listed on the government wide exclusions System for Award Management (SAM). In accordance with the OMB guidelines at 2 CFR 180 which implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion and that of its principal employees.

**FLORIDA PREFERENCE-PERSONAL PROPERTY:** The College complies with providing a preference to Florida Businesses in accordance with Florida Statute 287.084. 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.

**FLORIDA PREFERENCE PRINTING:** The College, with applicable solicitations, complies with providing a preference to Florida Businesses for printing in accord with Florida Statute 283.35. The preference shall be 5% if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in Florida at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state.

**FLORIDA SALES TAX:** The College is exempt from Federal and State Sales Tax for tangible property under Florida law. Purchases by the College under this solicitation are exempt from Florida sales tax. A copy of the Sales Tax Exemption is available upon request. No purchase made by any entity is qualified to be exempt other than those made directly by the College.

The College's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor will be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

**FOREIGN CORPORATION:** In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State. Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation **must be in compliance with F.S. 607.1501, which requires a certificate of authority from the Department of State, prior to entering into a Contract with the College.**

**FUNDING APPROPRIATION:** Specified Period: Unless otherwise provided by law, a Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the College, provided funds are available for the first fiscal period at the time of Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the District Board of Trustees of funds therefore.

**Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract may be cancelled and the Contractor will be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Contract or otherwise recoverable.

**GOVERNING LAW / VENUE:** Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (a) through (d) of the Florida Statutes. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida.

**HOLD HARMLESS:** The Firm shall indemnify, defend, and pay on behalf of and hold completely harmless the College ("College" includes, without limitation, members of the College's Board of Trustees, officers, employees, contractors and agents) from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the College, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Agreement, or the acts or omissions of the Firm ("the Firm" includes, without limitation, its officers, agents, employees, subcontractors, licensees or invitees), regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the College's negligence or by the joint negligence of the College and any person other than the Firm, or (ii) arising out of or in connection with the failure of the Firm to keep, observe or perform any of the covenants or agreements in this Agreement which are required to be kept, observed or performed by the Firm. College agrees to give the Firm reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Firm or its insurer to compromise and defend the same to the extent of its interests, and to

reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Firm shall engage counsel reasonably acceptable to College. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement with respect to any acts or omissions occurring during the term of the Agreement.

- a. The Firm shall assume all responsibility for loss incurred by College caused by the Firm's neglect or violation of any state or Federal law, state or municipal or agency rule, regulation or order. The Firm shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Firm will notify the College in writing of any claim made or suit instituted against the Firm because of its activities in performance of this Agreement.
- b. In any and all claims against the College, or any of its officers, trustees, agents, contractors, or employees, by any employee of the Firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Firm under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefit payable by or for the Firm or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- c. No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that College may have as to any party or person described therein.

**INDEMNIFICATION PERTAINING TO CERTAIN IP CLAIMS:** The successful Respondent agrees to defend, indemnify and hold harmless the College and College personnel from and against all damages, claims, losses, costs and expenses relating to any third-party claim of infringement or misappropriation of intellectual property rights against the College arising from the successful Respondent's services under the resulting contract.

**INDEPENDENT CAPACITY OF CONTRACTOR:** The parties herein agree that the Contractor, its officers, agents and employees, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State or College. The Contractor further agrees to take such steps as may be necessary to ensure that each Subcontractor or Sub-subcontractor shall be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, joint venture or partner of the State of Florida or the College.

**INDEPENDENT RESPONDENT:** College and Respondent acknowledge and agree that Respondent is and shall be an independent Respondent; that neither Respondent nor any of its employees, representatives or agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Respondent nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Respondent further acknowledges that COLLEGE will not withhold any amounts in respect to federal, state or local taxes from amounts payable by College to Respondent hereunder and it shall be the exclusive responsibility of Respondent to pay all amounts due in respect of applicable federal, state and local taxes on such amounts.

**INSPECTION OF RECORDS AND WORK PERFORMED:** The College and its authorized representatives shall, at all reasonable times, have the right to enter the successful Respondent's premises, or other places where duties under the resulting contract are performed. The College and Respondent will agree to a system whereby keys, access cards, etc. can be available for such inspections. Whenever such inspection is conducted, the Respondent will be notified and the process for securing the keys and/or other access methods will be conducted. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.

The successful Respondent shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting contract for a period of five (5) years after termination of the resulting contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. Refusal by the successful Respondent to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting contract performance shall constitute a breach of the resulting contract. The right of the College and its authorized representatives to perform inspections shall continue for as long as the successful Respondent is required to maintain records. The successful Respondent will be responsible for all storage fees associated with the records maintained under the resulting contract. The successful Respondent is also responsible for the shredding of records that meet the retention schedule noted above.

Failure to retain records as required may result in cancellation of the resulting contract. The College shall provide the successful Respondent advance notice of cancellation pursuant to this provision and shall pay the successful Respondent only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting contract. Performance by the College of any of its obligations under a contract awarded pursuant to this SOLICITATION shall be subject to the successful Respondent's compliance with this provision.

**INSURANCE / PERFORMANCE BONDS:** If applicable, Insurance and/or Performance Bond coverage required by the Contract or terms and conditions as set forth in this Solicitation, if any, must be in force throughout the term of the Contract ("Contract Term"). Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the College shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination. It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and/or bonds.

**INSURANCE REQUIREMENTS:** The Respondent shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize COLLEGE for any losses incurred in association with this Contract.

The Respondent shall procure and maintain, through the term of this Contract insurance coverage reflecting at a minimum, the limits and coverage conditions identified below in "Insurance Limit Requirements". The coverage required shall extend to all employees and subcontracts of the RESPONDENT. Prior to execution of this Contract, the RESPONDENT shall provide a Certificate of Insurance for such coverage to the COLLEGE for approval, indicating the producer, insured, carrier's name and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by the insurance carrier's authorized representative and shall identify the COLLEGE as added insured as required.

All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the College to notify the Respondent that the certificate of insurance does not meet the Contract requirements shall not constitute a waiver of the Respondent's responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the College shall not relieve the Respondent from responsibility for adhering to the insurance limits and conditions of insurance required within this Contract. Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies, or capabilities, may be grounds for termination of the Contract as determined solely by the College. This paragraph shall survive the expiration or termination of the Contract.

**INVOICES:** Contractor will submit invoices within thirty (30) days after Contractor's performance of the Services and/or delivery of goods. The Purchase Order number provided by the College shall appear on all invoices, freight tickets, and correspondence.

**LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a response hereto and the College. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Respondent shall not constitute a cognizable defense against their effect.

By submitting a reply to this SOLICITATION, Respondents agree to comply with any applicable local, state or national codes and/or ordinances as well as all relevant industry best practices. All necessary permits and licenses shall be the responsibility of the successful Respondent.

**LIABILITY:** The College will not assume any liability for the acts, omissions to act, or negligence of the successful Respondent, its agents, servants, subcontracts or employees. The Respondent must agree to indemnify, defend, and hold harmless the College against all liabilities arising out of personal injuries sustained (whether by the Respondent's employees or customers) in areas physically controlled by the Respondent. The Respondent must agree to waive assertions of the worker's compensation defense against the College in cases in which the College is sued by the Respondent's employees for injuries sustained in areas controlled by the Respondent.

The successful Respondent shall assume all liability for its own acts, omissions to act, or negligence of its agents, servants, subcontracts, or employees. In addition, the successful Respondent agrees to be responsible for any injury or property damage resulting from any activities conducted by the successful Respondent, its agents, servants, subcontracts, or employees. Neither the College nor any

agency or subdivision of the College waives any defense or sovereign immunity, or increases the limits of its liability, upon entering into any contractual arrangement resulting from this SOLICITATION.

**LOBBYING AND INTEGRITY:** The Respondent shall not, in connection with this or any other agreement with the College, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any College officials or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any College Official, employee retained counsel or consultant. For purposes of clause (2), "gratuity" means any payment of more than de-minimus monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the College's Legal Counsel, or other authorized College official, the Respondent shall provide any type of information the College deems relevant to the Respondent integrity or responsibility. Such information may include, but shall not be limited to, the Respondents' business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Respondent shall retain such records for the longer of (1) three years after the submission of responses or expiration of the Contract, or (2) the period required by the General Records Schedules maintained by the Florida Department of State at the following website:<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>

The Respondent agrees to reimburse the College for the reasonable costs of investigation incurred by the College or other authorized College official for investigations of the Respondent compliance with the terms of this or any other agreement between the Respondent and the College which results in the discipline or disqualification of the Respondent. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert fees and documentary fees.

**MINORITY, WOMEN OWNED, DISABLED VET & LDB:** Minority, Women, Disabled Vet and Local Developing Businesses are encouraged to participate in all solicitations for responses conducted by the College. The College is required to report these expenditures with the State of Florida's Office of Supplier Diversity and the District Board of Trustees. Category definitions may be reviewed in Chapter 288.703 of the Florida Statutes. Awarded Contractors may be required to submit to The College quarterly spend on minority, women owned, disabled vet and LDB sub-contractors.

**NON-EXCLUSIVE RIGHTS:** Notwithstanding the requirements herein, the right to provide the goods and/or services granted under a subsequent contract shall not be exclusive. The College reserves the right to contract for and purchase goods and services from as many Respondents as it deems necessary without infringing upon or terminating the contract.

**OFAC SANCTIONS LIST AND E-VERIFY:** Valencia College will not do business with companies listed on the OFAC Sanctions Lists as published by the U.S. Department of the Treasury's Website at <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>. Contractor will be responsible to verify that subContractors are not included on the OFAC List.

The Contractor shall utilize the U.S. Department of Homeland

Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract.

**PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** Proposer, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit, must not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as created pursuant to s. 215.473 of the Florida Statutes nor be engaged in business operations in Cuba or Syria as defined in said statute.

**PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING THE SOLICITATION PROCESS:** Respondents agree to be bound to the terms of the General and Special Conditions. Respondents should assume those terms will apply to the final contract, but the College reserves the right to modify these terms as deemed necessary. Respondents who may not be willing to agree to any portion of the General and Special Conditions must identify language to which they may take exception in their Reply and explain reasons for the exception. Exceptions to General and Special Conditions may be considered by the Evaluation Committee when evaluating the Respondent. The College does not warrant or guarantee that any such exceptions or modifications will be granted. Any exceptions to the General and Special Conditions must be raised in Respondent's Reply or such exceptions will be considered waived and will not be considered in negotiating the final Contract.

**PROMPT PAYMENT ACT:** Payment by the College will be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

**PROPOSER'S GUARANTEE:** By submitting a Proposal, a Proposer warrants that no one was paid or promised a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

**PUBLIC ENTITY CRIMES:** A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals 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 §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the Convicted Vendor List.

**PURCHASING AGREEMENTS:** To the extent required by s. 1010.04(1)(b), F.S., any Purchasing Agreements and State Contracts made available under s. 287.056, F.S., to the extent such Agreements and Contracts exist and are relevant to this solicitation, have been reviewed.

**PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES:** At the

option of the awarded Proposer, the submission of any Proposal in response to this Solicitation constitutes a Proposal made under the same terms and conditions, for the same Contract price, to other governmental agencies including the State of Florida, and its agencies, other colleges, political subdivisions, counties and cities. Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Proposal.

**RIGHT TO AUDIT RECORDS:** The College shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

**SECURITY AND CONFIDENTIALITY:** The successful Respondent shall comply fully with all security procedures of the College, the United States, and any other holders of restricted databases that are or may become the subject of this Contract. The successful Respondent shall not divulge to third parties any confidential, sensitive or operational information obtained by the successful Respondent or its subcontracts, officers or employees in the course of performing contract work. However, the successful Respondent shall not be required to keep confidential information or material that is made publicly available through no fault of the successful Respondent, material that the successful Respondent developed independently without relying on the College's confidential information or material that is otherwise obtainable under State law as a public record. The warranties of this paragraph shall survive the contract.

In the event of a manmade or act-of-God security incident, the successful Respondent shall fully comply with all instructions or directives issued by College officials.

**SEVERABILITY:** The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

**SOFTWARE LICENSES:** If this procurement involves the purchase of software products, then the following language is hereby incorporated: The software products to be purchased or subsequently licensed

hereunder shall contain no computer viruses, other 'containments', including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser's computer system.

**SPECIAL ACCOMODATIONS (ADA):** If special accommodations are required in order to attend any event or meeting in conjunction with this SOLICITATION, please notify Procurement within three (3) working days prior to the scheduled event. To the extent applicable, any firm awarded a contract pursuant to this SOLICITATION, shall comply with all the provisions of the Americans with Disabilities Act (ADA) of 1990.

**STANDARDS OF CONDUCT:** Valencia College expects all College employees, when acting on behalf of the College, to maintain and exhibit the highest standards of professional and ethical conduct. These standards are reflected in Valencia Policy 6Hx28:5-10.1, No Preferences in Procurement (<https://valenciacollege.edu/about/general-counsel/policy/documents/volume5/5-10.1-no-preferences-in-procurement.pdf>) and Valencia Policy 6Hx28:3E-05.2, Ethical Conduct and Performance (<http://valenciacollege.edu/generalcounsel/policy/documents/Volume3E/3E-05.2-Ethical-Conduct-and-Performance.pdf>)

Respondent acknowledges and understands that it is responsible for reviewing, being familiar with, and complying with these policies. Violations of these standards may be grounds for termination of this Agreement.

To avoid the appearance of breach of these standards, any gifts or other items of value (even nominal value), including discounts, offered by Respondent to College or its employees must be fully disclosed and approved in advance by the College. This includes employees not directly involved in the selection of, or those working directly with, Respondent.

**SUBCONTRACTORS:** The Proposer, if awarded a contract, shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified sub-contractor, which is approved in advance by the College. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

**TERMINATION BY MUTUAL AGREEMENT:** With the mutual agreement of both parties and a minimum ninety (90) days advance written notice, the contract or any part of the contract may be terminated on an agreed

date prior to the end of the contract period without penalty to either party.

**TERMINATION FOR CAUSE:** A "material breach" of the subsequent contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of this transaction or performing an act that is an important part of the transaction or performance inconsistent with the terms and conditions of the Contract. If either party materially breaches the Contract, the non-breaching party will provide written notice to the breaching party of the deficiency by forwarding a Cure Notice citing the specific nature of the breach. The breaching party shall have thirty (30) days to cure the breach. If the breaching party fails to cure the breach within thirty (30) days, the non-breaching party can terminate the Contract for Default. The parties can seek any and all legal and equitable relief that it deems necessary.

After receipt of a Notice of Termination, and except as otherwise specified by the College, the successful Respondent shall:

- a. Stop work under this contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this contract that is not terminated;
- c. Complete performance of all obligations up to and through the last day of the agreement;
- d. Complete performance of such part of the work as shall not have been terminated by the College;
- e. Take such action as may be necessary, or as the College may specify, to preserve and/or dispose of all data appropriately, including destruction or disposal per federal and state standards (HIPAA, DoD, FAC 71-A) for all confidential data including but not limited to Personal Health Information (PHI); and
  1. Take such action as may be necessary, or as the College may specify, to preserve and deliver to the College all stored reports and research related to this contract which is in the possession or control of the successful Respondent. This includes assisting with a smooth transition of any information, configuration, saved reports, calculated data, etc.

**TERMINATION FOR CONVENIENCE:** The College may terminate this Contract for any reason upon (90) ninety days' notice. Notwithstanding other terms in this contract, College will not be required to pay Respondent's damages for invoking the right to terminate for convenience as long as the prerequisite notice is provided to the Respondent. Upon termination, the College will only be liable for payment of goods and/or services rendered and accepted by the College prior to the effective date of termination.

**ATTACHMENT 2**  
**INSURANCE REQUIREMENTS**

A. REQUIREMENTS:

1. Contractor shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule. The College depending on scope of work may increase limits or types of coverage at any time based on the recommendations of the College's Risk Management Office.
  - a. The insurance shall cover the Contractor's entire operation while under agreement with the College and shall be effective throughout the effective period of any agreement resulting from award of this Solicitation. It is not the intent of this schedule to limit the types of insurance otherwise required by this Solicitation or that the Contractor may desire to obtain. Proof of insurance at the required levels in this Solicitation must be submitted with the Solicitation response.
2. At the time of Solicitation award and prior to or concomitant with contract execution, the Contractor shall submit a certificate of insurance (COI) at the required levels as indicated below.

Insurance Schedule Minimum Limits:

- a. General Liability (GL): Insurance of not less than \$1,000,000 for each occurrence.
- b. Automobile Liability (AL): Not applicable
- c. Workers' Compensation (WC): Insurance in accordance with statutory requirements.
- d. Employers Liability: Insurance of not less than \$500,000
- e. Umbrella: Not applicable
- f. Crime: Not applicable
- g. Professional Liability: Not applicable

B. CONDITIONS:

1. In order to assure that Valencia has been properly afforded additional insured status on the Firms policy or policies, the following statement, or one similar, must be on the Certificate of Insurance (COI) or an endorsement. "**Valencia College District Board of Trustees and Valencia Foundation are included as additional insured with respect to the required coverages**" and reference the corresponding Solicitation or Agreement number. The Address for "Certificate Holder" should be as follows:

**Valencia College, District Board of Trustees  
Valencia Foundation  
P.O. Box 3028  
Orlando, FL 32802**
2. Contractor must contact the Office of Contracts and Records, at [ljohnston@valenciacollege.edu](mailto:ljohnston@valenciacollege.edu)
  - a. Prior to finalizing the Agreement, associated with this Solicitation and provide a current copy of their COI, for all policies.
  - b. In the event of any change in insurance coverage, including but not limited to cancellation of any policy, immediately and in no case more than three (3) business days after becoming aware of such change.
3. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of notice to the Office of Contracts and Records.
4. The College must be exempt from, and in no way be liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Firm and/or sub-firm that obtained the insurance.
5. 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.
6. All policies must be acceptable in the sole discretion of the College. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.

**ITN 2023-09**

**Attachment 3**

**PRICING SCHEDULE**

The Firm will provide marketing and advertising services to Valencia College at the rates provided herein. The College is the client and makes no guarantee as to the number, size, or cost of the projects which may be awarded.

The Firm agrees to perform the services requested for the amounts as indicated.

**1. CREATIVE SERVICES:**

Consultation	\$130/hour
Project management	\$130/hour
Design, layout	\$130/hour
Art direction	\$130/hour
Copywriting	\$130/hour
Revisions/AAs	\$130/hour
Production coordination	\$130/hour
Photography services	\$130/hour

**2. SOCIAL MEDIA:**

Consultation	\$130/hour
Research/Analysis	\$130/hour
Other	\$130/hour

**3. ADVERTISING (TV, RADIO, PRINT, OUTDOOR, ONLINE, DIRECT MAIL):**

Consultation	\$130/hour
Project management	\$130/hour
Storyboard, design	\$130/hour
Copywriting	\$130/hour
Revisions/AAs	\$130/hour
Production coordination	\$130/hour
Photography services	\$130/hour



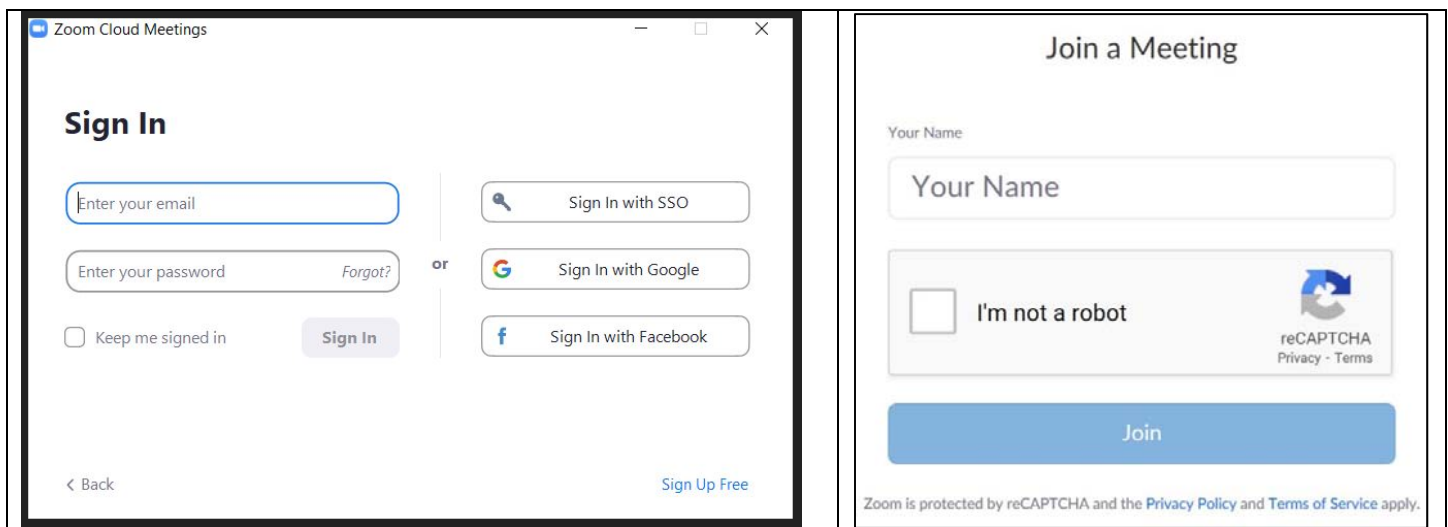
**ITN 2023-09  
Attachment 4**

**PUBLIC MEETING ONLINE ACCESS INFORMATION**

Procurement Services is pleased to offer the ability to attend the public meetings virtually using Zoom Meeting.

<b>PUBLIC, NON-MANDATORY PRE-PROPOSAL MEETING</b>	<b>Wednesday, November 02, 2022 12:00 PM – 1:00 PM EST</b>
<b>Join Zoom Meeting</b>	Meeting ID: <a href="https://valenciacollege.zoom.us/j/99661380867">https://valenciacollege.zoom.us/j/99661380867</a>
<b>Join by Phone</b>	+1 646 558 8656 US (New York)
<b>Join by Skype for Business</b>	<a href="https://valenciacollege.zoom.us/skype/99661380867">https://valenciacollege.zoom.us/skype/99661380867</a>
<b>PHASE I, PROPOSAL EVALUATION</b>	<b>Wednesday, January 18, 2023 11:00 AM EST</b>
<b>Join Zoom Meeting</b>	Meeting ID: <a href="https://valenciacollege.zoom.us/j/91068385226">https://valenciacollege.zoom.us/j/91068385226</a>
<b>Join by Phone</b>	+1 646 558 8656 US (New York)
<b>Join by Skype for Business</b>	<a href="https://valenciacollege.zoom.us/skype/91068385226">https://valenciacollege.zoom.us/skype/91068385226</a>
<b>PHASE II, INTERVIEWS/PRESENTATIONS/NEGOTIATIONS WITH SHORTLISTED FIRMS</b>	<b>Tuesday, January 31, 2023 TIME BLOCK: 11:00 AM – 3:00 PM (EST)</b>
The Interviews with the Shortlisted firms will be <i>closed</i> to the public. Shortlisted firms will receive an individual ZOOM invitation.	
<b>PHASE IV, FINAL EVALUATION (Interviews/BAFO)</b>	<b>Friday, February 3, 2023 11:30 AM – 12:30 PM (EST)</b>
<b>Join Zoom Meeting</b>	Meeting ID: <a href="https://valenciacollege.zoom.us/j/92672031003">https://valenciacollege.zoom.us/j/92672031003</a>
<b>Join by Phone</b>	+1 646 558 8656 US (New York)
<b>Join by Skype for Business</b>	<a href="https://valenciacollege.zoom.us/skype/92672031003">https://valenciacollege.zoom.us/skype/92672031003</a>

Due to the online nature of these meetings, the College requests that attendees use the sign in feature in order to get an accurate account of all participants. To achieve this, we encourage participants to connect via the computer or Zoom phone app. Joining the meeting can be achieved by multiple methods: Zoom account login, Google login, Facebook login, or by entering your full name at the prompt (see screenshots enclosed below).



### **Important Information:**

- All guests are required to log in on time as we are required to take attendance.
- Attendance will be documented using the Meeting Report feature in Zoom, which allows the College to pull an Excel file with a list of all the names of the attendees.
- Please note all meetings will be recorded.
- Proposal Evaluation and Final Evaluation Meetings: For the exception of the Evaluation Committee and the Procurement Team, all other participants will be muted. Reminder that although the public is invited to participate in all public meetings, they are not allowed to ask questions or speak during the evaluation process.

*Tip: If you are having problems with your sound or video it helps if you leave your Camera off.*

**4. MEDIA PLACEMENT:**

Commissionable	5%
Non- Commissionable	Not Applicable

**5. TRADITIONAL MEDIA TOTAL – Gross – Represents Credit, Continuing Education, Languages, and Accelerated Skills Training Plans:**

Total combined media budget of \$1,400,000 gross

Print	2%
Radio	23%
Television/Out of Home	15% - 20%
Digital	55%

**6. DIGITAL MEDIA TOTAL – Includes Net +10% Analysis and Management fee:**

This number may increase or decrease depending on market conditions and Valencia College budgets.

Digital (Search, Display, Retargeting, Digital TV, Online Video, Digital Audio, Social)	55%
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**7. PRODUCTION SERVICES – Includes hard costs and Agency time:**

Video Production Range	\$185,000 - \$220,000
Radio Production	\$60,000 - \$90,000
Vinyl/Paper Production for Outdoor	\$10,000 - \$20,000
Digital Production	\$30,000 - \$60,000
Concepting	\$45,000 - \$65,000

**Cost/fees listed above, or in a pricing schedule, shall include all overhead and profit. We will not exceed the totals outlined above; however, based on market conditions and Valencia College budgets, some media spend may be increased up to 18%.**

By signing below, \_\_\_\_\_ (name of firm), agrees to provide services per the Scope at the prices listed above.

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Name (Print or Type):

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date: