## SUBMIT PROPOSALS TO PASCO-HERNANDO STATE COLLEGE ON BIDNET DIRECT

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# **Request for Proposals**



PASCO-HERNANDO STATE COLLEGE

Contact: Maria Elena Boone, Director of Procurement Phone: (727) 816-3443 Fax: (727) 816-3315 <u>Purchasing Email Address</u> Purchasing@phsc.edu RFP No.: 2025-01

RFP Title: Cloud-based Telephone System

Issue Date: January 10, 2025

## PHSC Purchasing Website https://financial-services.phsc.edu/purchasing

PHSC Calendar: Pasco-Hernando State College Calendar

PHSC Maps and directions https://phsc.edu/about/campuses

The intent of this Request for Proposal (RFP) is to select one company to provide Cloud-based Telephone System Services for Pasco-Hernando State College (All Site Locations)

Questions should be submitted via BidNet for Addenda will be due by 2:00 p.m. on January 27, 2025

RFP Due Date and Time:	RFP Opening and Recording:
February 10, 2025, at 3:00 p.m.	Immediately following the due date and time

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## **TERMS AND CONDITIONS**

#### **RFP TERMS**

In **ALL** cases where the terms "Bid" or "Bidder" are indicated in this Request for Proposals ("RFP") and in any of its supplemental documentation posted to <u>BidNet Direct's Florida Online Bid System</u> respondents to this RFP MUST consider these terms to refer to the acronym of "RFP" and the terms of "Proposal," "Proposer," and "Offeror." This RFP will, in all cases, be evaluated as a Request for Proposals ("RFP") and WILL NOT be evaluated as an Invitation to Bid ("ITB") or a Request for Bids ("RFB") that is awarded solely based on lowest price or highest commission.

In **ALL** cases where the terms "Bid" or "Bidder" are indicated in this Request for Proposals ("RFP") and in any of its supplemental documentation posted to <u>BidNet Direct's Florida Online Bid System</u> respondents to this RFP MUST consider these terms to refer to the acronym of "RFP" and the terms of "Proposal," "Proposer," and "Offeror." This RFP will, in all cases, be evaluated as a Request for Proposals ("RFP") and WILL NOT be evaluated as an Invitation to Bid ("ITB") or a Request for Bids ("RFB") that is awarded solely based on lowest price or highest commission.

#### **GENERAL INFORMATION**

It is the College's intent to award a contract to the best overall qualified Proposer as determined solely by the College. The College reserves the right to consider all relevant and reasonable criteria, which may or may not be expressed in this Request for Proposals ("RFP"), in selecting the successful Proposer. These specifications constitute the complete set of specification requirements and RFP forms. The RFP's Proposal Response Form should be completed, signed by an authorized representative, and all documentation uploaded into BidNet Direct's Florida Online Bid System before the specified due time and due date. The specified due time for proposals submitted in response to this RFP will be and must be scrupulously observed. Proposers will not be allowed to withdraw or modify their proposal submissions after the specified due time and due date, unless invited to do so by the College.

In addition to the uploading one (1) electronic copy via <u>BidNet Direct's Florida Online Bid System</u> (http://www.bidnetdirect.com/florida/pascohernandostatecollege), please submit one (1) original signed copy. All proposal materials and copies must be submitted in one sealed envelope, package, or container. The package containing the proposal submission must be addressed as follows:

RFP#2025-01, Cloud Phone Services Attn: Maria Elena Boone, Director of Procurement Pasco-Hernando State College 10230 Ridge Road New Port Richey, Florida 34654

The proposals must be received and physically located in the Purchasing Department no later than February 10, 2025. Any proposals that arrive in the Purchasing Department after this time will be disqualified. All proposals received by the deadline will be opened immediately following the due date and time. An internal Proposal Evaluation Committee (Committee) will review the proposals at a later date.

Upon becoming public information, this RFP's files may be requested via a <u>Formal Public Records Request</u>. For information concerning this RFP, please contact:

PHSC's Custodian of Public Records Pamela A. Nadolski, ACP Advanced Certified Paralegal Pasco-Hernando State College Nadolsp@phsc.edu

Purchasing Department Records: Maria Elena Boone, MPH Director of Procurement and Auxiliary Services Pasco-Hernando State College purchasing@PHSC.edu

#### INSPECTION OF COMPETITIVE SOLICITATIONS

In accordance with  $\frac{119.071(1)(b)(1.)-(2.)}{1.000}$ , Florida Statutes, a "competitive solicitation" is defined as the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement. Sealed bids, proposals, or replies received by the College pursuant to a competitive solicitation are exempt from  $\frac{119.07(1)}{1.000}$ , Florida Statutes, and Section 24(a), Article I of the State Constitution until such time as the College provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

#### PHSC PRIVILEGES

PHSC reserves the right to accept or to reject any or all proposal submissions and to make an award to the Proposer which will be in the best interests of and/or the most advantageous to PHSC. PHSC reserves the right to reject the proposal submission of any Proposer who has previously failed in the proper performance of an award; or demonstrated an inability to deliver contracts of a similar nature in a timely manner; or who is not able to properly perform under this contract award. PHSC reserves the right to evaluate the Proposer's performance based on any references which PHSC may request from other entities. PHSC reserves the right to inspect all Proposer's facilities to make a determination as to the foregoing.

#### FORMAL ELECTRONIC SUBMISSIONS

Offers by telephone, facsimile, and email will not be accepted. Proposals must be uploaded into <u>BidNet</u> <u>Direct's Florida Online Bid System</u>

#### **RIGHT TO WAIVE RE-PROPOSE**

PHSC reserves the right to waive irregularities and technicalities and request re-proposals.

#### ALTERNATES

The determination as to whether any alternate product or service is or is not equal shall be made by the College and such determination shall be final and binding upon all Proposers.

#### **RESPONSIBILITY OF PROPOSER**

All proposing firms shall carefully examine the RFP documents. All questions concerning the intent, meaning, or interpretations of the RFP documents must be submitted online in BidNet Direct. Questions must be submitted through BidNet Direct by 2:00 pm on January 27, 2025. Failure to do so on the part of the proposing firm will constitute an acceptance of any subsequent College decisions. The College will provide answers to the questions in BidNet Direct in the form of written Addendum. It is the responsibility of each proposer to regularly check BidNet Direct for these Addenda. The College will not be responsible for any oral instructions made by any employee(s) of the College regarding this RFP.

#### **RFP ERRORS**

In the case of error in the extensions of pricing, the unit prices will govern. Proposals having erasures, whiteout markings, or handwritten corrections must be initialed in ink by the Proposer.

#### 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 during the solicitation and selection process. Violation of this prohibition shall result in disqualification of the Firm/Consultant/Contractor.

#### CLAIMS

Proposers are responsible for making any and all claims against carriers for missing or damaged items.

#### LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

#### FEDERAL AND STATE TAX EXEMPTION

PHSC is exempt from the payment of federal taxes and Florida state sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. Proposers may request a copy of PHSC Consumer's Certificate of Exemption issued pursuant to <u>Chapter 212</u>, Florida Statutes. The successful Proposer shall not be exempted from paying sales and use taxes to any suppliers for any materials or equipment required to fulfill the successful Proposer's contractual obligations with PHSC, nor shall any successful Proposer or their subcontractors be authorized to use PHSC's Consumer's Certificate of Exemption or its certificate number in securing any such materials or equipment. However, PHSC does reserve the right to work with the successful Proposer to issue direct purchase orders on a tax-exempt basis for large quantities of raw materials or equipment.

#### SPECIFICATIONS

Any proposed deviation or exception from the RFP's specifications listed herein must be clearly indicated in the Proposer's proposal; otherwise, it shall be considered that items offered are in strict compliance with these RFP specifications, and the successful Proposer will be held responsible for such. Therefore, any proposed deviations or exceptions must be highlighted, explained in detail, and itemized by RFP section number in the Proposer's proposal. Any items that do not meet the College's specifications upon delivery shall not be accepted; and if the item cannot be brought up to the College's specifications within a reasonable time, the successful Proposer will be required to compensate the College for the difference in price entailed in going to the next lowest ranked Proposer.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT**

The Proposer certifies that all material, equipment, etc., contained in their proposal meet all Occupational Safety and Health Act ("OSHA") requirements. The Proposer further certifies that, if they are the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with OSHA requirements shall be borne by the successful Proposer.

#### **CONTINGENT FEES**

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure a contract herewith for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach of violation of this warrant, the College's District Board of Trustees shall have the right to annul any resolving contract without liability or, in its decision, to deduct from the contract price without consideration or otherwise recover the full amount of such commissions, percentage, brokerage or contingent fee.

#### **PUBLIC ENTITY CRIME**

§287.133(1)(g), Florida Statutes, defines a "public entity crime" as 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

§287.133(1)(e), Florida Statutes, defines a "person" as any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity, including those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

#### **CONVICTED VENDOR LIST**

In accordance with §287.133(2)(a)-(b), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017 for CATEGORY TWO (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133(3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

#### DISCRIMINATION

§287.134(1)(b), Florida Statutes, defines "discrimination" or "discriminated" as a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal. §287.134(1) (e), defines an "entity" as any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

#### DISCRIMINATORY VENDOR LIST

In accordance with §287.134(2)(a)-(b), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of thirty-six months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to §287.134(3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

#### **PUBLIC RECORDS**

Any materials submitted in response to this RFP will become public records pursuant to §119.07, Florida Statutes. §119.011(12), Florida Statutes, defines "public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. This includes materials and information which the responding Proposer might consider to be confidential, proprietary, or trade secrets. Any claim of confidentiality is waived upon submission effective after opening pursuant to §119.07, Florida Statutes.

#### PUBLIC RECORD EXEMPTIONS

§119.011(8), Florida Statutes, defines an "exemption" as a provision of general law which provides that a specified record or meeting, or portion thereof, is not subject to the access requirements of §119.07(1), §286.011, or Section 24, Article I, of the State Constitution.

#### PUBLIC RECORDS REQUIREMENTS UPON AWARD

To the extent that the successful Proposer meets the definition of "Contractor" under §119.0701, Florida Statutes, in addition to other contract requirements provided by law, the successful Proposer must comply with public records laws, including the following provisions of §119.0701, Florida Statutes.

- (a) Keep and maintain public records required by the College to perform the Services.
- (b) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in <u>Chapter 119</u>, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Proposer does not transfer the records to the College.
- (d) Upon completion of the contract, transfer, at no cost, to the College all public records in possession of the successful Proposer or keep and maintain public records required by the College to perform the Services. If the successful Proposer transfers all public records to the College upon completion

of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

(e) IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP'S RESULTANT CONTRACT, CONTACT PHSC'S CUSTODIAN OF PUBLIC RECORDS AT:

> ATTN: OFFICE OF General Counsel 10230 RIDGE ROAD NEW PORT RICHEY, FL 34654 (727)816-3746 <u>Email Address of Custodian of Records</u> Nadolsp@phsc.edu

(f) THE SUCCESSFUL PROPOSER ACKNOWLEDGES THAT PHSC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE SUCCESSFUL PROPOSER WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE SUCCESSFUL PROPOSER FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON PHSC OR PHSC'S GENERAL COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE SUCCESSFUL PROPOSER HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS RFP AND ITS RESULTANT CONTRACT. THE SUCCESSFUL PROPOSER ACKNOWLEDGES THAT IT'S FAILURE TO COMPLY WITH FLORIDA LAW AND THIS RFP'S RESULTANT CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS RFP'S RESULTANT CONTRACT.

#### **INSURANCE REQUIREMENTS**

The Proposer, at its sole expense, shall provide the College with a sample certificate of insurance. It is expected that during the contract term and any optional renewal terms, the successful Proposer shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this RFP and <u>PHSC's Vendor Insurance Requirements</u> (https://financial-services.phsc.edu/purchasing/purchase-order-terms-and-conditions). Providing and maintaining adequate insurance coverage is a material obligation of this RFP and its contract award. The limits of coverage under each policy maintained by the successful Proposer shall not be interpreted as limiting the successful Proposer's liability and obligations under this RFP's contract award. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida. The District Board of Trustees of Pasco

Hernando State College shall be named as an additional insured for the successful Proposer's policy. The successful Proposer shall be required to submit to PHSC a copy of an endorsement of the successful Proposer's insurance policy that will provide PHSC with thirty (30) days advance written notice if the successful Proposer's policy ever lapses for any reason or is terminated.

#### CONFLICT OF INTEREST DISCLOSURE

The contract award hereunder is subject to provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal, the name of any officer, partner, director, proprietor, or employee within their business entity, who is also a College employee, PHSC District Board Trustee, or the spouse or child of a College employee or PHSC District Board Trustee. Additionally, all Proposers must disclose within their proposal, the name of any College employee, PHSC District Board Trustee, or spouse or children of a College employee or District Board of Trustee with whom your business entity currently holds or has held a contractual relationship in any capacity. Furthermore, all Proposers must disclose within their proposal, the name of any College employee, PHSC District Board Trustee, or the spouse or child of any College employee or District Board Trustee, who owns, directly or indirectly, a material interest of more than five percent (5%) of the total assets or capital stock in any part of the Proposer's business entity, including any of its subsidiaries, branches, or parent companies.

#### INDEMNIFICATION

To the extent permitted by law and without waiving any defense arising under Section <u>768.28</u>, Florida Statutes, the College agrees to indemnify and hold the successful Proposer, its officer's, agents, and employees harmless from any and all loss, cost, liability, and expense (including attorney's fees) which may occur during or which may arise out of the performance of this RFP's resultant contract. The indemnity obligation of the College for claim or judgment sounding in tort is limited in accordance with the provisions of Section <u>768.28</u>, Florida Statutes, to two hundred thousand dollars (\$200,000) for any claim or judgment by any one (1) person and to three hundred thousand (\$300,000) for all claims or judgments, or portions thereof, arising out of the same incident or occurrence, when totaled together inclusive of attorney's fees and costs. The terms claim and judgment, as used herein, are inclusive of attorney's fees and costs. Nothing in this indemnity clause shall be construed to require the College to be responsible for the other party's negligence.

#### **TERMINATION FOR CONVENIENCE**

The College may terminate this RFP's resultant contract, in whole or in part, at any time by written notice to the successful Vendor when it is in the College's best interest. The successful Proposer shall be paid its costs, including contract close- out costs, and profit on work performed up to the time of termination. The successful Proposer shall promptly submit its termination claim to the College to be paid to the successful Proposer. If the successful Proposer has any property in its possession belonging to the College, the successful Proposer will account for the same, and dispose of it in the manner the College directs.

#### **TERMINATION FOR DEFAULT**

Should the College determine that the successful Proposer is not satisfactorily providing the Services as specified herein, the College may issue a written notice citing the specific nature of the deficiency (the "Cure Notice") to the successful Proposer and the successful Proposer will be given an opportunity to perform the Services in question in a satisfactory manner as determined solely by the College. The successful Proposer shall respond in writing within twenty-four (24) hours after receipt of the Cure Notice to assure the College that the successful Proposer has received the Cure Notice and will make a good faith effort to adequately meet the College's performance expectations. If the successful Proposer fails to cure the deficiencies detailed in the Cure Notice within the time specified in the notice, the College may terminate the contract in whole or in part. In the event the College terminates the entire contract as provided herein, it may

procure, in such a manner as it deems reasonable and appropriate, such Services as required by this RFP. However, if the contract is terminated in part, the successful Proposer shall be required to continue the performance of the contract to the extent not terminated under the provisions of this clause, while remaining liable for any cost of Services obtained by the College to cover any Services terminated due to unsatisfactory performance of the Services by the successful Proposer.

#### PROTEST

PHSC Administrative Rule 6Hx19-5.04, Bidding Policy is incorporated into this RFP by reference and shall apply except as may be modified by the terms and conditions of this RFP. Protests shall be handled in accordance with Section 120.57, Florida Statutes.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### EQUAL OPPORTUNITY

PHSC encourages the participation of Women/Minority-Owned Business Enterprises (W/MBE) in all contracts, subcontracts and joint ventures associated with this RFP. No person, agency or company shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any College procurement based on race, color, sex, gender, religion, ethnicity, national origin, age, disability, sexual orientation (including gender identity), marital status, genetic information, protected veteran's status, or affiliations. The College is committed to actively soliciting from businesses owned by females and minorities as well as from businesses that make good faith efforts to provide opportunities to women and minority-owned subcontractors. Additionally, the College encourages all Proposers to make a good faith effort to provide opportunities to women- and minority-owned subcontractors. However, the College does not require a percentage of W/MBE's participation for this project. The successful Proposer may be required to meet each of the following requirements regarding Women/Minority-Owned Business Enterprises:

- **A.** Publicly report to the College's District Board of Trustees the intended percentage of W/MBE participation for this project.
- **B.** Publicly report to the College's District Board of Trustees the plan for ensuring that W/MBE's are provided the opportunity to compete for subcontracted work for this project.
- **C.** Report regularly throughout the project to College staff and the College's District Board of Trustees the efforts being made to provide bid opportunities to W/MBE firms.
- **D.** Report regularly throughout the project to College staff and the College's District Board of Trustees the company names, dollar amounts, and type of work subcontracted to W/MBE subcontractors.
- **E.** Provide other data as may be needed for the College to prepare reports regarding W/MBE activities.
- **F.** Provide other data as may be needed for the College to prepare reports regarding W/MBE contract activities as required by the State of Florida.

## **SPECIAL TERMS AND CONDITIONS**

## ANTICIPATED PROJECT TIMELINE

DATE	ITEM, LOCATION, AND TIME		
January 10, 2025	RFP Advertised and Released		
January 10, 2025	BidNet Direct and College Website		
January 27, 2025	Deadline for questions. All questions must be submitted before 2:00 p.m. to BidNet Direct		
February 5, 2025	Addenda published to BidNet Direct by 4:30 p.m.		
February 10, 2025	Written Proposals Due. Digital copy needs to be submitted to BidNet Direct. Deliver hardcopies to downstairs lobby, Building E, West Campus (New Port Richey) by 3:00 p.m.		
February 18, 2025	Evaluation Committee meets to evaluate written proposals and Short-list. Committee discussion and recommendation portion of meeting is open to the public. Time: 9:00 a.m 4:00 p.m.		
rediualy 10, 2025	Location: Pasco-Hernando State College		
	10230 Ridge Road, R151A		
	New Port Richey, FL 34654		
	Zoom - https://phsc.zoom.us/j/3734301847		
	Short-list posted on BidNet Direct if more than 3 bids are received or		
February 21, 2025	Determination of Proposer to be Recommended		
	Oral Presentations by Short-listed firms before Committee to determine Rank Order (TBD)		
March 6, 2025	Per Florida Statute Chapter 286.0113, oral presentations/interviews portion of meeting is closed.		
	Committee discussion and recommendation portion of meeting is open to the public.		
	Time: 9:00 a.m. – 12:00 p.m.		
	Location: Pasco-Hernando State College		
	10230 Ridge Road, R151A, New Port Richey, FL 34654		
	Start time for Committee discussion and recommendation 2:00 p.m. (open portion of meeting).		
	Zoom - https://phsc.zoom.us/j/3734301847		
March 10, 2025	Recommended Rank Order and Notice of Intent to Recommend Award posted to <u>http://PHSC.edu/departments/purchasing</u>		
April 15, 2025	District Board of Trustees (DBoT) approval		

June 1, 2025	Contract Term begins

NOTE: Any changes to publicly held meeting will be posted at <u>Current Solicitations | Financial</u> <u>Services (phsc.edu)</u> https://financial-services.phsc.edu/purchasing/solicitations. The above schedule is subject to change. All changes will be posted on BidNet Direct.

#### **PRE-PROPOSAL CONFERENCE**

There will be no pre-proposal conference for this RFP.

#### **PRIOR INFORMATION & QUESTIONS**

Proposers shall only rely on the information provided in Request for Proposals ("RFP") document; not prior information or discussions. Any and all questions regarding this RFP must be submitted in writing via email to Email for PHSC Purchasing - purchasing@phsc.edu with the subject entitled: "RFP 2025-01 Cloud Phone Systems," and must be received before 2:00 p.m. EST on 1/27/2025. Any and all questions received by the College shall be answered via an addendum to the RFP and shall be posted within BidNet Direct's Florida Online Bid System. Proposers are strongly encouraged to register online and monitor your email notifications from BidNet Direct's Florida Online Bid System throughout the solicitation process and prior to submitting questions. Contact with anyone other than the assigned procurement officer(s) or his/her/their designee(s) may result in the rejection/disqualification of your proposal submission.

#### PROPOSED CONTRACT TERM

The initial term of this RFP's resultant contract will be for a three-year period with the options to renew for two (2) years, one (1) year at a time.

#### **E-VERIFY CONTRACT CLAUSE**

Under <u>Florida Statute Section relating to E-Verify</u> - Section 448.095, Florida Statutes, Contractor is required to utilize the Department of Homeland Security's E- Verify system to verify the employment of all new employees hired by Contractor to work on this Agreement during the Agreement term. Contractor is required to include in all related subcontracts that Subcontractors performing work or providing services related to this Agreement utilize the E-Verify system to verify employment of all new employees hired by the Subcontractor during the Agreement term. A Subcontractor is required to provide Contractor with an affidavit stating the subcontractor does not employ, contract with or subcontractor has knowingly violated this provision. Please visit <u>Federal Government</u> Website relating to E-Verify - https://www.e-verify.gov/.

#### **BEST AND FINAL OFFERS**

The College reserves the right to request revised proposals and/or best and final offers at any time after receipt of proposals.

#### SHORT-LISTING/INTERVIEWS/ORAL PRESENTATIONS

The College reserves the right to short-list Proposers which the College may conduct interviews with and/or to invite Proposers to provide oral presentations to the evaluation committee. The College also reserves the right to conduct interviews with all of the Proposers and/or to invite all Proposers to provide oral presentations to the evaluation committee.

#### **COOPERATIVE PURCHASE AGREEMENT**

Proposers are requested to indicate on the Proposal Response Form if they will extend the pricing, terms, and conditions outlined in this Request for Proposals and any resulting contract to other government entities, if the

Proposer is the successful Proposer. If the successful Proposer agrees to this provision, other government entities may enter into a contract with the successful Proposer for the purchase of the services and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful Proposer to the College. Minor changes in terms and conditions may be negotiated by the using entity. Such entities include, but are not limited to, other community colleges, universities, district school boards, and other State agencies within the State of Florida, Pasco County Board of County Commissioners, Pasco County School Board, and Hernando County Board of County Commissioners. Each entity shall award its own purchase orders/agreements as needed. Accordingly, each entity must be invoiced and paid separately by the successful Proposer. Each entity will independently seek its own remedies with the successful Proposer concerning issues such as complaints, deliveries, quality, payment and/or cancellation of contract.

#### INVOICING AND PAYMENT

The successful Proposer should submit a separate invoice for each College Purchase Order ("PO") number issued pursuant to this RFP's resultant contract. The College's PO number must appear on all invoices, packing slips, shipping labels, and correspondence from the successful Proposer. The successful Proposer's invoices must be mailed to the College's Accounts Payable Department, via email to <u>PHSC Accounts Payable Email Address</u> (AP@phsc.edu). (The successful Proposer should only submit invoices to the College's Accounts Payable Department; do not submit invoices to an alternate address. The successful Proposer's invoices must be received within thirty (30) days of delivery of goods or services unless otherwise specified on the College's PO. The successful Proposer must not exceed the total amount listed on the College's PO. The successful Proposer should only ship to the "Ship To" address indicated on the College's PO; do not ship to an alternate address. No substitutions are permitted; approval is needed if item(s) and/or service(s) is/are not available from the successful Proposer. The successful Proposer should never provide goods or services to the College in the absence of a valid College PO issued by the College's Purchasing Department. Failure to follow these instructions will result in delayed payment or non-payment.

#### AGREEMENT CONTINGENT UPON ANNUAL APPROPRIATION

The College's performance and obligation to pay under this contract award is contingent upon an annual appropriation by the Florida State Legislature.

#### TRAVEL REIMBURSEMENT

All reimbursements for travel shall be assessed in accordance with Chapter 112, Florida Statutes. The College must approve all travel in writing prior to the actual occurrence of any such travel.

#### FERPA REQUIREMENTS

The successful Proposer's employees must understand that, by performing work for the College, they may have access to records that contain individually identifiable information. The Family Educational Rights and Privacy Act of 1974, better known as FERPA, prohibits the disclosure of such information. The FERPA federal statute is at 20 U.S.C. § 1232g and the FERPA federal regulations are at 34 CFR Part 99. The successful Proposer's employees must acknowledge that they fully understand that intentional disclosure of this information to any unauthorized person could result in criminal and civil penalties imposed by law. The successful Proposer's employees must further acknowledge that such willful or unauthorized disclosure also violates the College's administrative policies and could constitute just cause for termination of this RFP's resultant contract regardless of whether criminal or civil penalties are imposed.

#### INTELLECTUAL PROPERTY

Programming code provided by or created for PHSC for the work outlined in this RFP shall remain the intellectual property of Pasco Hernando State College.

#### CONFIDENTIALITY

To the extent consistent with performances of the successful Proposer's duties under this contract award, the successful Proposer and the College will agree to hold in confidence Confidential Information as defined in the following paragraph. The College acknowledges, however, that the successful Proposer will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries.

"Confidential Information" means all non-public information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this contract award. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this contract award), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that the successful Proposer or the College become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this contract award. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the comply with the legal process.

## **OVERVIEW**

Pasco Hernando State College ("the College" or "PHSC") is seeking a robust, scalable, and secure cloud-based phone system to replace its current Avaya Communications Manager PBX. The goal of this project is to implement a modern telecommunications system that enhances communication across our six-campus network, enabling seamless connectivity for faculty, staff, and contact center agents.

This new cloud-based system should deliver reliable, high-quality voice communication with 99.999% uptime, advanced functionality for both desk and mobile users, and comprehensive support for remote work. The system must integrate with PHSC's existing network infrastructure, support enhanced E911 compliance, and offer scalable options that meet current and future needs.

To ensure a smooth transition, vendors are expected to provide end-to-end support that includes design, project management, installation, and ongoing maintenance. This RFP is intended to identify a solution that optimally balance quality, cost-effectiveness, and service capability to best support the college's needs for years to come.

The contract period will be a three (3) year term subject to two (2) additional one (1) year terms, upon mutual agreement. The College reserves the right to add services, reduce the scope of work, or conduct work in phases during the contract period under the same conditions and terms of this agreement. Additional services may be included in the future under the same contract as well as services on other campuses. The college reserves the right to contract with additional vendor(s) for additional services.

PHSC is a comprehensive public institution of higher education that has provided a high-quality, contemporary education to a large and diverse community since 1972. PHSC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate and bachelor's degrees, diplomas, and certificates. The College's student, faculty and staff demographics are available on the College's website under About PHSC/Facts. The College's campuses are non-residential.

## **SCOPE OF WORK**

#### **Project Objectives**

PHSC is seeking a replacement for our existing Avaya CM PBX platform. The new system will be cloudbased, scalable, easy to use and able to meet the college's needs. The new system shall provide capabilities for remote working. It is expected that the replacement system will support a mix of physical endpoints, laptop-based Softphones, along with a mobile app on a smart phone.

Currently, Pasco-Hernando State College (PHSC) has an Avaya Communications Manager PBX with 647 physical VoIP enabled telephones, 92 analog stations, and two contact center queues. The active stations cover six campuses that are geographically separated in Pasco and Hernando Counties in Florida. These stations provide phone service to faculty, staff, and contact center agents. There are 12 contact center agents with four supervisors. PHSC's current system is approaching end of life and end of support and must be upgraded or replaced. **Bids should include enough user licenses for all existing users as well as 75 additional for a total of 722 station users.** 

PHSC is seeking a replacement system that is a cloud-based phone system, scalable, easy to use and able to meet the college's needs. The new system shall provide capabilities for remote working. It is expected that the replacement system will support a mix of physical endpoints, laptop-based Softphones, along with a mobile app on a smart phone.

#### **Total System includes:**

- Total number of registered IP phones district wide is 647
  - 1. New Port Richey = 323
  - 2. Spring Hill = 59
  - 3. Brooksville = 80
  - 4. Dade City = 87
  - 5. Wesley Chapel = 83
  - 6. Wesley Chapel IPAC = 15

### • Total number of analog stations is 91

- 1. New Port Richey = 38
- 2. Spring Hill = 9
- 3. Brooksville = 13
- 4. Dade City = 18
- 5. Wesley Chapel = 12
- 6. Wesley Chapel IPAC = 1

#### • Total number of DID numbers per campus

- 1. New Port Richey = 480
- 2. Spring Hill = 210
- 3. Brooksville = 206
- 4. Dade City = 200
- 5. Wesley Chapel = 210
- 6. Wesley Chapel IPAC = 59

PHSC Toll Free Numbers 855-669-7472

#### Network Infrastructure

PHSC maintains network service at all campuses through use of local network equipment and our current Internet Service Provider.

The current switches are Juniper EX model switches district wide. These data switches are used in conjunction with phones which utilize PoE from the network switch ports. Switches are capable of PoE+.

PHSC reserves the right to award to the responsive, responsible vendor whose proposal represents the Best Value to PHSC and its stakeholders. Diligent responses are required for the system specifications section of this RFP.

## **Cloud Phone System Specifications**

Vendors submitting proposals must provide clear concise explanations to each of the items listed in blue text in the specifications below. Answer all questions for each item, and for the items listed as Options, provide a concise explanation of the feature(s) including the cost for each optional item per user per month, and any other associated costs. **Do not include the optional items in the pricing proposal for the RFP.** 

Refer to the RFP evaluation section; these are the criteria we will use in evaluating proposals. PHSC SUBMITTAL REQUIREMENTS/PROPOSAL FORMAT

- 1. **System Overview:** Please provide a brief overview of the proposed system.
- 2. **Reliability 99.999% uptime**: Describe the system architecture and provide evidence the proposed system meets this requirement. Network drawings with brief overview should be included here.
- 3. What backup contingency plans are available to keep the cloud phone system up and running if internet circuits are out of service, or if the cloud system provider services are interrupted?
- 4. Enhanced E911 Conformance: Describe how the proposed system meets the requirements of Kari's Law, Ray Baum's Act, and the state of Florida requirements for location "tagging" for outbound calls to E911 centers that carry specific location information.
- 5. **Music on Hold**: Describe how the proposed system incorporates Music on Hold and messaging within the Music on Hold. Is this included in the system at no charge?
- 6. Auto Attendant with options for on hold messaging: Describe how the proposed system handles Auto Attendants. Does the system have the ability to add layered announcements with different routing options for callers on hold?
- 7. **eFax** -- Describe the eFax capabilities of the proposed system. What is the monthly cost? What upfront costs are charged to set up the eFax numbers? Can old physical fax machines be kept in the system and used in the eFax format?
- 8. Video Conference: Describe how the proposed system enables video conferencing. Is this feature included in the same software client interface for the Softphone functionality? What are the specific benefits of the proposed system's video conferencing?
- 9. **Emergency Notifications:** What options does the proposed system have for emergency notification systems?
- 10. Mass Notification: What options does the proposed system have for mass notification systems?
- 11. System Administration: Describe how the proposed system enables system administration. Graphical depictions would be helpful to get an understanding of what the portal looks like. What type of changes can be made in the portal? Would we have direct access to call routing and contact center configurations so we can change settings?
- 12. Warranty & Support: What is included in the system warranty and support? If a phone breaks, is it covered 100% and a new one shipped out? What happens if other ancillary hardware like ATA (Analog Telephony Adapters) breaks? Describe how new station licenses are added in a quick and timely manner.
- 13. **Design, Project Management, Installation, Cutover Support**: Describe how the proposed system incorporates the design, project management, installation and cutover support. Describe each item individually if they have separate costs. Make sure to include all upfront

and long-term costs as listed in the Price Proposal section of this RFP.

### 14. Training

Describe the training included in the proposal for general users, and contact center agents and supervisors.

Is the training live in person at PHSC facilities? What is the cost to do this?

Is the training provided by a remote led trainer over video / web conference? Please include cost.

Is training available in video style format for following instructions and watching the video? Are simple user guides available in paper and electronic format?

Is system administration training included? If not, what is the cost to do this in person vs. remote. Describe how this training is conducted, and what is total time required?

### 15. Service & Support after Go Live on new system

Describe how the proposed solution will provide high quality focused customer service and support long after the initial installation is complete and Go Live date has passed. Does PHSC get a dedicated resource (staff) to handle service and support requests, or do we access general support and service channels? Describe how a service request is handled and what mechanisms are used to communicate the service request and issue resolution. Does the service and support provide instant on the spot resolution, or is there a ticketing system with estimated resolution times? Are there any costs associated with service and support? Are there different levels of support offered?

# 16. System performance requirements for general users and contact center agents and supervisors

For each of the features below respond with comply or does not comply:

- Auto-attendant and custom call routing for the different departments
- Multiple, simultaneous, outgoing/incoming call capability
- Standard hold as well as call parking/pickup directed at a specific extension

   transfer callers to both internal and external destinations (and direct to voicemail)
- Six Party conference calling
- Meet Me Conferencing
- Ability to configure and handle multiple DID lines
- Voicemail to email integration Microsoft 365
  - o 590 users currently have Microsoft A5 licenses
  - 295 users currently have Microsoft A3 licenses
- Remote voicemail access
- Incoming call digit manipulation. (insert and delete digits)
- Extension to Cellular calling (calls ring desk and phone simultaneously)
- Incoming call blocking
- Answer groups (rings 1 phone for a certain number of rings then transfers to a group)
- Caller-ID for incoming calls
- Restricted dialing
- Call Accounting (call logs and reports)
- Gigabit connectivity for phones (with pass-through connection for a PC or other device)
- Multiple phones to choose from (Executive and general users), PoE capable.

- Soft phone (software client) options
- Cell phone app options
- Must be able to use headsets with each desk phone. What brand?
- Configurable so calls to call center are only transferred to active agents.
- Call center call recording.
- Ability for agents and staff to manage and route calls on their computers.
- Ability for staff to easily change settings and configurations for call greetings and to set schedules for holidays, etc.
- 17. Phones for system Provide options for Executive Phones, and general users Phone & Headset Options

Conference room phones – Please provide options and cost for each.

Are wireless phones an option? What is the incremental cost to add these? Are these phones able to connect to the phone system via Wi-Fi access points, or is there a separate base station and repeaters required? List all items required and pricing for each.

What other phones with unique features may be of interest – please list and provide pricing What type of headsets can be used with the phones for system listed above?

What type of headsets will work for Softphone application?

#### **18. Conference Bridge**

What capabilities are available in the proposed system to provide an audio conference bridge? Please detail capacities and costs per user.

#### 19. Contact Center

There are currently two queues using auto attendant functionality, 12 contact center agents and four supervisors. Managers should have the ability to pull reports without using an agent license.

Currently the call routing is done using AVAYA system announcements, and vectors then routing the call to a third-party contact center server (Enghouse) based on the option chosen by the caller within the auto attendant.

#### **Information Center Queue**

- Current agents: 6
- Current supervisors 2

#### PHSC Helpdesk

- Current agents: 4
- Current supervisors 1

# 20. Please detail how the proposed system will transfer incoming calls to each queue. How does the system handle holidays and sudden closures?

#### **Queue Options**

What types of queuing and call routing choices are available, and make note of any choices that are options and have an incremental cost associated with them?

Call Back feature: Can callers enter their phone number to retain their place in the queue and have agents call them back?

How are progress announcements for callers in the queues handled? What options are

available? Progress announcements Estimated time to answer Position in queue Callbacks Silent monitoring Call Record Wrap Up templates Import of existing announcements via WAV file

#### 21. Contact Center Agent & Supervisor Features

Detail what features are included in the proposed system for contact center agents and supervisors.

#### 22. Agent & Supervisor Options

Describe what add-on options are available for agents and supervisors. Provide price add for each option:

- Omni channel features to enable email, web chat, SMS texting with business identity, social media feeds, etc.?
- Screen captures for agents that are synchronized with call recordings so supervisors can listen to an agent handling service and watch how they navigate the internal data systems to get the answers needed to assist callers?
- What database integrations are available that have been created already?
- What is involved in creating customized database integrations?
- 23. Vendor Company background: Provide information on the vendor company submitting the cloud phone system proposal and provide information on the cloud phone system provider that has been proposed for this RFP.

## **EVALUATION CRITERIA**

It is the College's intent to award a contract to the best overall Proposer as determined solely by PHSC. Proposals should specifically address each of the evaluation criteria outlined below relative to the desired results described in the Overview and Scope of Work of this RFP, and in any applicable addenda issued. It is appropriate to emphasize that the lowest-priced proposal may not be the best overall proposal.

PHSC reserves the right to eliminate any proposal based on a receipt of a less than satisfactory score for any one (1) of the evaluation criteria for this RFP. For example, if a firm scores below a "Satisfactory" on the criterion, "Experience," the proposal may be eliminated, and the remaining categories will not be scored. Any such eliminated proposals shall be considered as "non-responsive" for failure to obtain a satisfactory score for a particular criterion.

PHSC reserves the right to consider all relevant and reasonable criteria, which may or may not be expressed in this RFP, in selecting the successful Proposer. The committee members reserve the right to evaluate and score the criteria in any order they determine, not necessarily in the order listed below. In analyzing the proposals, PHSC will consider, along with all other relevant and reasonable criteria, the following:

#### 1. Response to Specification – 25%

• The proposal's clarity and detail in meeting each feature outlined in the Scope of Work will be evaluated to determine if the proposed solution fully aligns with PHSC's requirements.

#### 2. Understanding of the Project – 25%

• The proposer's demonstrated knowledge and capability in managing projects of similar scope and complexity will be reviewed.

#### 3. Experience and References – 15%

• Past client references and the proposer's experience with similar projects will be assessed, focusing on client satisfaction and project success.

#### 4. Qualifications of Personnel – 15%

• The credentials, expertise, and specific knowledge of key team members will be reviewed to ensure they are aligned with the Scope of Work requirements.

#### 5. Cost Proposal – 15%

• Pricing will be evaluated for competitiveness and reasonableness relative to the value and service levels proposed.

#### 6. Proposed Project Timeline – 5%

• The proser's ability to meet project timelines and schedule as outlined in the Scope of Work.

## **Price Proposal**

#### **Total Cost Summary**

For all available deployment models, provide a five (5) year cost summary as displayed below. Cost Summary must be provided in a separately sealed envelope marked cost summary.

Five Year Total Cost Summary						
Costs	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware						
Software Licensing						
Installation						
Maintenance						
Documentation &						
Project Management						
Miscellaneous						
Other (specify)						
Total:						

- Hardware: List, describe, and record the cost of each piece of hardware that is required.
- **Software Licensing:** List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.
- Installation: Describe any labor, equipment, supplies, or other costs associated with installing your proposed solution.
- **Maintenance:** Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.
- **Documentation & Training:** If there are fees associated with your user or technical documentation, list them here.
- **Project Management:** If there are project management fees associated with your proposed solution, list and describe them here.
- Miscellaneous: List and describe any other costs associated with your proposed solution.
- 1. Pricing must be provided for following items:

#### **Up Front Costs:**

- Network Assessment for cloud system readiness.
- Design, project management, installation, system tests.
- Coordination with PHSC's IT service provider.
- Cutover assistance detail costs for onsite vs. remote assistance.
- Training for general users.
- Training for contact center agents and supervisors.
- System Admin training.

#### Long Term Support Costs:

- What options are available for long term service and support after Go Live?
- What are typical wait times for assistance to be provided for support phone calls or chat service tickets?
- How are broken phones handled? Are these covered 100% and replacements shipped out

overnight?

- What if PHSC must reduce staffing levels. Are there any cost implications to downsizing the users from the signed contract?
- What if PHSC must add new staff to the system. Are the new staff adds included at the same price agreed to in original contract?
- 2. All prices expressed by the vendor in its offer must be firm, expressed in U.S. dollars, defined as to be clearly understandable and without ambiguity as to the meaning.
- 3. **RFP responses must include Total Cost Summary for Total Costs incurred by PHSC over 36 months & 60 months** which includes all the items listed in point 1 above. Please list those summary totals here. Pricing may be in the vendor's own format so long as the pricing is complete, comprehensive, and covers all charges in connection with performing the scope of work. Charges not listed in the proposal response will not be allowed.
- 4. PHSC will not be liable for any error in calculations in vendor submissions or subjected to revised prices during the annual subscription period except if mutually agreeable.
- 5. Proposers should include any cash discounts for prompt payment offered.
- 6. Proposed prices must include all costs associated with the performance of the work, including equipment, supervision, labor, transportation, delivery, and related costs. Charges not listed in the proposal response will not be allowed.
- 7. All-inclusive Price. The prices proposed shall include any items of labor, materials, tools, equipment, overhead, profit, insurance, and all other costs necessary to complete the work to specifications. Any items omitted from PHSC's Scope of Work which are clearly necessary for the completion of the project, shall be considered.

## **SUBMITTAL INSTRUCTIONS**

Proposers are to submit the Proposal Response Form and all items as described within the Overview, the Scope of Work, and the Evaluation Criteria, including any requested documentation, as applicable, and organized accordingly per the outline of the Evaluation Criteria. THE PROPOSAL RESPONSE <u>MUST NOT EXCEED</u> THIRTY (30) PAGES. Proposals which exceed this amount shall be considered "nonresponsive" and will not be evaluated.

Supplemental information, such as Introductory Cover Letters, Proposal Response Forms, Addenda, Questions & Answers, Reference Check Questionnaire Forms, Litigation Forms, Sample Certificates of Insurance, etc. shall not be included within the thirty-page limitation.

<u>DO NOT</u> submit any unnecessary marketing materials or any other types of "fluff" literature within your proposal submission. Any unrelated and irrelevant information may cause your proposal submission to be considered "non-responsive" for failing to address the requested items and the required specifications as described within the Overview, as described within the Scope of Work, as outlined in the Evaluation Criteria, and Exhibits.

## **ATTACHMENT A - PROPOSAL RESPONSE FORM**

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

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

Proposer:		
Signature/Title:		
Proposing as: Corporation	on Individual	_ Other (explain)
Incorporated in the State of:	Date:	# of Years:
Federal Employer Identification Nun	nber:	_
Address:		
City, State, Zip Code:		
Telephone Number:	Fax:	
E-Mail:	Website:	

Vendor Registration and its required documentation must be completed in order to conduct business with the College.

Please visit our website at <u>PHSC Financial Services</u> (https://financial-services.phsc.edu/purchasing) and click on Vendor Application Form for more information.

If any of the evaluation criteria requested are not provided, the proposal may be disqualified and consequently evaluated as "non-responsive."

## ATTACHMENT B – REFERENCE CHECK QUESTIONNAIRE FORM

Proposer's Full Name:	
Reference Organization Name:	
Contact Name & Title:	
Phone Number:	Email:
Project/Service Provided:	
Date of Service:	Project Total \$ Amount:
Evaluation Questions	
<ol> <li>Project Overview What was the scope of the project or servic</li> </ol>	ce that [Vendor Name] provided for your organization?
<ul> <li>Comments:</li> </ul>	by [Vendor Name] (1=Poor, 5=Excellent) Rating: ion's quality standards and expectations? Yes □ No □
<ul> <li>Comments:</li> <li>4. Communication and Responsiveness</li> </ul>	The project timeline and milestones? pectations Did Not Meet Expectations Did Not Meet Expectat
<ul> <li>Excellent Good Good Science</li> <li>Comments:</li> <li>Problem Resolution <ul> <li>Did [Vendor Name] effectively address are</li> <li>Comments:</li> </ul> </li> </ul>	Fair       Poor
• Rating:	the qualifications and expertise of [Vendor Name]'s project team?
<ul> <li>7. Overall Satisfaction and Recommendation</li> <li>How satisfied were you with [Vendor Nation on Very Satisfied Satisfied Satisfied</li> </ul>	me]'s overall performance?
Additional Comments <ul> <li>Please provide any additional comments or</li> </ul>	r insights regarding your experience with [Vendor Name]:
Signature:	Date:

#### CHECK ONE

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
- The undersigned firm, by attachment to this form, submits information which may be potential conflict of interest due to other clients, contracts, or property interest for this project.

#### **LITIGATION STATEMENT**

#### CHECK ONE

- The undersigned firm has had no litigation and or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Banking Institution:	
Authorized Signature:	
Name (print or Type):	
Title	

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

- 1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
- 2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- 3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- 4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- 5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
- 6. The College may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- 7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract wasterminated.
- 8. The Contractor is liable for any additional cost incurred by the College as a result of the termination of this Contract.

Authorized Signature	Date	
Printed Name		
Title		

Name of Entity/Corporation

## **EXHIBIT A - PROPOSAL INSURANCE REQUIREMENTS**

Vendor Insurance Requirements

All Vendors providing services on Pasco Hernando State College ("PHSC") property or at a College-sponsored event including, but not limited to, visual/performing arts, training, consulting, product delivery/assembly, maintenance and repair services, etc. must provide evidence of general liability insurance prior to conducting business with PHSC and as a condition of payment for services rendered per the following guidelines\*:

**Insured (Also referred to as Named Insured):** The full legal name of the business entity that appears on the contract must also appear in this portion of the insurance certificate. If the business entity is a subsidiary, it must be listed as a Named Insured in the "Description" portion of the certificate.

Certificate Holder: District Board of Trustees, Pasco Hernando State College

Additional Insured Endorsement Must Read: District Board of Trustees, Pasco Hernando State College is named as an Additional Insured with respect to General Liability as required by written Agreement.

**Signature:** The certificate must be signed by an agent of the insuring company and the signature must be legible and identifiable.

Umbrella/Excess Policies: If one exists, it must specify required primary coverage and limits.

**Insurance Company:** All policies must be written by an insurance company with an A.M. Best Rating of B+ or better.

MEDIUM RISK LEVEL INSURANCE LIMITS		
General Liability	\$1,000,000 Combined Single Limit Each Occurrence \$2,000,000 General Aggregate	
Automotive Liability for Commercial Vehicles Only	\$1,000,000 Combined Single Limits for Owned, Rented, & Non-Owned Vehicles	
Worker's Compensation & Employer's Liability	Per State of Florida Requirements If Vendor is exempt, a copy of the state exemption certificate is required.	

\*PHSC reserves the right to specify alternative insurance requirements in contract language on a case- by-case basis.

Prior to commencement of work, the Vendor must furnish a current Certificate of Insurance meeting PHSC's requirements listed above. Please direct questions to PHSC's Paralegal Office.

Submit your Certificate of Insurance via: Email: <u>nadolskip@phsc.edu</u>