



**INVITATION TO BID**  
**Bid #09/10-12**  
**Theatrical Lighting Upgrade**

The District Board of Trustees of Valencia Community College is accepting sealed bids for Theatrical Lighting upgrade for Valencia Community College's Black Box Theater located on the East Campus.

All correspondence should be directed to the Procurement Office, 1800 S. Kirkman Road, Bldg. 14, Orlando, FL 32811, phone 407-582-5532, or via e-mail: [ValenciaProcurement@ValenciaCC.edu](mailto:ValenciaProcurement@ValenciaCC.edu).

The sealed bids will be received in the Procurement Department, 1800 S. Kirkman Road, Bldg. 14, Room 100, Orlando, FL, 32811, until 2:00 PM, Wednesday, November 11, 2009. All accepted bids shall be publicly opened and read aloud shortly after that time. Any bid received after the specified time and date may not be considered. Any bid submitted orally, or via telegraph, e-mail, or facsimile will not be accepted.

**Bid number, bid description and bidder's company must be on the outside of sealed bid. Unidentified packages will not be opened.**

**Please note: There is a mandatory pre-bid meeting for all prospective bidders at 9:00 AM on Friday, October 30, 2009. This meeting will take place on the East campus at the Black Box Theater, 701 N. Econlockhatchee Trail, Orlando, Florida 32825.**

Section 60A-1.002 FAC states "The agency shall reserve the right to waive any minor irregularities in an otherwise valid bid or proposal or offer to negotiate." The District Board of Trustees of Valencia Community College hereby reserves the right to waive minor irregularities in any or all bids and to accept or reject, in part or in full, any or all bids.

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Director, Procurement Services

**Valencia Community College**

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## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These instructions constitute the complete set of specification requirements and bid forms. The bid proposal page(s), and all forms listed on the bid proposal pages(s) are to be filled in, signed, and sealed in an envelope **bearing the bid number** on the outside and mailed or presented to the Procurement Office on or before the specified time and date.

Offers by telephone or telegram shall not be accepted. Also, bidders are instructed NOT to fax their bid. Faxed bids shall be rejected as non-responsive **regardless of where the fax is received.**

It is the sole responsibility of the bidder to ensure that their bid reaches the Procurement Office. All bids must be delivered to the following address no later than the time and date specified in the solicitation:

Valencia Community College  
Procurement Office  
1800 S. Kirkman Road, Bldg. 14, Room 100  
Orlando, FL 32811

Respondents are cautioned that they are responsible for delivery to the specific location cited in the bid. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address. This office will not be responsible for deliveries made to any place other than the specified address.

**The College shall in no way be responsible for delays caused by an occurrence. The time/date stamp clock located in the Procurement Office shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Bids received after the specified date and time are considered late.**

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bids may be examined during normal working hours, after evaluation as permitted by law.

For information concerning this bid, please contact the Procurement Office by calling (407) 582-5532. Please specify the bid number for which you are inquiring.

2. **PRICE/DELIVERY**

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing modifying or escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Valencia Community College, the Director of Procurement, or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

**Deliveries resulting from this bid are to be made during the normal working hours of the College.** Time is of the essence and the bidder’s delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the College reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the awarded bidder will be required to compensate the College for the difference in price paid for the alternate product. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be accepted unless otherwise stated.

3. **FEDERAL AND STATE TAX**

Valencia Community College is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transmissions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). Vendors or bidders doing business with the College shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with Valencia Community College nor shall any vendor/bidder be authorized to use the College’s Tax Exemption Number in securing such materials.

4. **ACCEPTANCE/REJECTION/CANCELLATION**

Valencia Community College reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. Valencia Community College also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the College’s opinion, is not in a position to perform properly under this award. Valencia Community College reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Valencia Community College reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the College.

Valencia Community College reserves the right, and the Director of Procurement, has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by Valencia Community College’s District Board of Trustees when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the College code.

5. **BRAND NAME OR EQUALS/DEVIATIONS**

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specification does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made solely by Valencia Community College and such determination shall be final and binding upon all bidders. Valencia Community College reserves the right to request and review additional information to make such a determination.

Although Valencia Community College provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the College. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing **prior** to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an addendum to the Invitation to Bid. Any goods or services that are not in compliance with the specifications will not be accepted.

6. **NO BID**

Where more than one item is listed, any items not bid upon must be indicated "NO BID". If no items are bid on, the "Statement of No Bid" must be returned, and with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. **CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Valencia Community College. Further, all bidders must disclose the name of any College employee who owns, directly or indirectly, an interest in ten percent (10%) or more in the bidder's firm or any of its branches. Should the awarded bidder permanently or temporarily hire any College employee who is, or has been, directly involved with the bidder prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the College.

**8. 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 bidder shall in no way be a cause for relief from responsibility.

1. Vendors doing business with the College are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: Employment practices, rates of pay or other compensation methods, and training selection.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the College procurement process as an M/WBE are required to complete a Vendor Business Profile, and submit certification to attain recognition as such. You may contact the Procurement Office for information and assistance.

**9. UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/bidder and Valencia Community College for any terms and conditions not specifically stated in this Invitation for Bid.

**10. MISTAKES**

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of additional errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

**11. AVAILABILITY OF FUNDS**

The obligations of Valencia Community College under this award are subject to the availability of the funds lawfully appropriated for its purpose by the State of Florida and the District Board of Trustees.

**12. EEO STATEMENT**

Valencia Community 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, national origin, handicap, age and gender.

**13. BID TABULATION AND RESULTS**

Will be made available on the Valencia Community College Website at:  
<http://www.valenciaccc.edu/procurement/bids>

**14. BID FORMS**

All bid proposals must be submitted on our BID PROPOSAL FORM. Bid proposals on vendor quotation forms will not be accepted.

**15. POSTING OF RECOMMENDED AWARD AND PROTESTS**

**The recommended award will be posted for review at the Procurement Office and electronically posted on the Procurement Web-site prior to submission through the appropriate approval process. Failure to file a written protest to the Director of Procurement within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of bid protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful bidder. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.**

**The Director of Procurement may void any contract where the College President, one or more College Administrators, or a College faculty or staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.**

**16. BID AND RELATED COSTS**

By submission of a bid, the bidder agrees that all costs associated with the preparation of his/her will be the sole responsibility of the bidder. The bidder also agrees that the College bears no responsibility for any costs associated with the preparation of the bid and/or any administrative or judicial proceedings resulting from the solicitation process.

**17. CONTRACTUAL AGREEMENT**

This Invitation to Bid shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation to Bid and/or the resultant contract (purchase order) shall be governed by the laws of the state of Florida.

**18. PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real estate property to a public entity, may not be awarded or perform work as a bidder, supplier, sub-contractor or consultant under a contract with a public entity, and may

not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**19. DRUG-FREE WORKPLACE FORM**

Whenever two or more bids or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preferences in the award process. Reference Florida Statutes 120.57

**20. CONFLICT OF INTEREST FORM**

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

**21. SUBMISSION OF BID**

The bid must be mailed or hand delivered in a sealed envelope to:

**Valencia Community College  
Procurement Office  
1800 S. Kirkman Road, Bldg. 14, Room 100  
Orlando, FL 32811**

**Bidders must indicate on the sealed envelope the following:**

- A. Invitation to Bid Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

Bids received in the PROCUREMENT OFFICE after the time and date specified, are considered late.

**22. COPIES**

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with Valencia Community College's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

**23. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Procurement Office in writing upon receipt of this Invitation to Bid and 48 hours prior to bid opening.

**24. PAYMENT TERMS/DISCOUNTS**

The College's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act.

**25. PATENTS AND ROYALTIES**

Unless otherwise provided, the bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation to Bid.

The Bidder, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Bidder. In the event of any claim against the College, of copyright or patent infringement, the College shall promptly provide written notification to the Bidder. If such a claim is made, the Bidder shall use its best efforts to promptly purchase for the College any infringing products or services or procure a license, at no cost to the College, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the College agrees to return the article on request to the Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**26. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

The provisions of Florida Statute 768.28 applicable to Valencia Community College, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the College acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the College acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The College shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the College, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

Provided, however, if the contract between the College and the Bidder is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Bidder to defend, indemnify or hold harmless the College, shall be limited to an obligation to indemnify or hold harmless the College, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the bidder and persons employed or utilized by the Bidder in the performance of the contract.

**27. CLARIFICATIONS**

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this Invitation to Bid. Lack of understanding and/or misinterpretation of any portions of this Invitation to Bid shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's may contact the Procurement Office by E-mail at [Valenciaprocurement@valenciacc.edu](mailto:Valenciaprocurement@valenciacc.edu) **prior** to bid opening, should clarification be required

**28. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any other competitor, and;
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.

**29. SUCCESSORS AND ASSIGNS**

The College and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the College nor the vendor shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the vendor.

**30. PRICING/AUDIT**

The awarded bidder shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The College shall have access to such books, records, subcontract, financial operations, and documents of the bidder or its sub-contractors as required complying with this section for the purpose of inspection or audit during normal business hours at the bidder's place of business.

## **SPECIAL TERMS AND CONDITIONS**

### **1. LICENSES AND PERMITS**

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded vendor to obtain, at no additional cost to the College, any and all licenses and permits required to complete the contractual service. These licenses and permits shall be readily available for review by the Director of Procurement or his designee.

### **2. BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award, whichever is earlier. In the event that an award is not made by the College within ninety (90) days from the bid opening date, the Bidder may withdraw his bid or provide a written extension of his/her bid.

### **3. AWARD**

The College reserves the right to award on an "All-or-None" basis to the lowest responsive and responsible bidder or to award on an "Item-by-Item" basis to the lowest responsive and responsible bidders, whenever it is in the best interest of and/or most advantageous to the College.

### **4. F.O.B. POINT**

The F.O.B. point shall be 701 N. Econlockhatchee Trail, Orlando FL 32825. The price bid shall include all costs of packaging, transporting, delivery, and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to the designated point.

### **5. DELIVERY**

**Delivery time is of the essence in the award of this Invitation to Bid.** Delivery shall be made to no later than 30 calendar days from the receipt of purchase order. Bid submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded vendor to meet this delivery requirement shall result in default, immediate cancellation of the purchase order, and all applicable remedies available to the College under State law.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this solicitation.

If said vendor shall neglect, fail or refuse to furnish and deliver the equipment within the time herein specified, then said vendor does hereby agree, as part of consideration for the awarding of this contract to pay the College the sum extended by the College to contract for rental commodities or equipment approved by the College for the period from the required scheduled commencement date until delivery of the commodities or equipment covered in the Invitation for Bid is completed.

The vendor shall, within seven (7) calendar days from the beginning of such delay, notify the Director, Procurement Services in writing of the cause(s) of the delay.

If the vendor shall be delayed in the delivery of the commodities or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Director, Procurement Services.

**6. TERMINATION**

**A. Termination for Default:**

The College may, by written notice to the (vendor/bidder), terminate this contract for default in whole or in part if the (vendor/bidder fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the College's performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the College will provide adequate written notice to the (vendor/bidder/consultant) through the Director of Procurement, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension of purchasing goods/services with the College. The bidder and its sureties (if any) shall be liable for any damage to the College resulting from the Bidder's default of the contract. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the vendor will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College the vendor shall:

- A. Stop orders/work on the date and to the extent specified.
- B. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the College.
- D. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/bidder's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/bidder), the contract shall not be terminated for default. Examples of such causes include (1) Acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. Termination for Convenience:**

The College, by written notice, may terminate this contract, in whole or in part, when it is in the College's best interest. If this contract is terminated, the College shall be liable only for goods or services delivered and accepted. The College Notice of Termination may provide the bidder thirty (30) days prior notice before it becomes effective. However, at the College's sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

**7. AS SPECIFIED**

All items delivered must meet the specifications herein. Items delivered not as specified will be returned at the vendor's expense. The College may return, for full credit, any unused items received which fail to meet the College's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

**8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Bidder certifies that all material, equipment, etc. contained in his/her bid meets all OSHA requirements. Bidder further certifies that, if he/she is the awarded bidder, and the material, equipment, etc. delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the vendor.

**9. SAFETY REGULATIONS**

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

**10. ESTIMATED QUANTITIES**

Valencia Community College reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid proposal page. It is understood by all bidder's that these are only estimated quantities and the College is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the College may procure the goods or services covered by the contract from other sources at its discretion.

**11. ADDITIONAL QUANTITIES**

For a period not exceeding twelve (12) months from the date of contract award, the right is reserved to purchase additional quantities. If additional quantities are not acceptable, the bid sheet must be noted "Bid is for specified quantity only."

**12. PAYMENT**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice to:

Valencia Community College  
Accounts Payable  
PO Box 3028  
Orlando, FL 32802  
Phone (407) 582 3309

Invoices must include the purchase order number resulting from this Invitation to Bid. In the event additional College Departments or other public entities utilize this contract, invoices are to be sent directly to the Accounts Payable Department.

**13. INFORMATION AND DESCRIPTIVE LITERATURE**

Bidders must furnish all information requested and in the space provided on the bid form, if any. Furthermore, each bidder offering an equal to the brand(s) specified (or if no brand is specified) must submit with his/her proposal, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be rejected.

**14. BRAND/MANUFACTURER REFERENCED**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Equal offers must include descriptive literature and/or detailed specifications. Failure to include such specifications or literature for equal offers will be cause for disqualification of the bid.

**15. EQUIVALENTS**

Please note Paragraph 5, General Terms and Conditions. In addition to the equivalency requirements, vendors offering equivalent items must meet the general design and style given for the “as specified” items.

**16. WARRANTY**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of:

Fixtures: 90 days  
Console: two (2) years

from the date of delivery/acceptance by the College. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the College, immediately upon written notice from the Director, Procurement Services. All warranty provisions of the Uniform Commercial Code shall additionally apply.

**17. RECORD DRAWING, OPERATION & MAINTAINENCE MANUALS**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Record Drawing	1 copy
Operation & Maintenance Manual	1 copy

**18. USE OF CONTRACT BY OTHER AGENCIES**

At the option of the vendor/bidder, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, other community colleges, counties, and cities.

Each governmental agency allowed by the vendor/bidder to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**BID PROPOSAL FORM**

Bid # 09/10-12

Theatrical Lighting

<b>Item #</b>	<b>Item Description:</b>	<b>Total Cost:</b>
1.	Remove and dispose of the existing dimmer rack.	\$
2.	Remove and dispose of the existing control console.	\$
3.	Reconfigure, modify and/or add to the conduit and wiring system between the "old" racks, console and out to the existing connector strips in order to facilitate the new dimmer racks, their circuits and controls. This includes installing and wiring control wall stations at various locations around the theater.	\$
4.	Provide new power supply circuit, breakers, conductors, conduit, etc, from existing switchboard "LD-1" to new dimmer rack.	\$
5.	Remove all "old" wall controls and devices.	\$
6.	Test, repair and/or replace as necessary each of approximately 118 "stage pin" pigtails in existing connector strips and ensure that each is in working order.	\$
7.	Maintain and/or repair existing "house" lighting fixtures as necessary.	\$
8.	Repair any lighting and their related switches in control area.	\$
9.	Engage factory engineer to commission/energize system.	\$
10.	Provide on-site training and testing to the satisfaction of VCC personnel.	\$
11.	Provide record drawings and operation & maintenance manuals	\$
	<b>Total Bid, FOB Destination:</b>	<b>\$</b>

Complete drawings and additional specifications are available on the Valencia Community College Procurement web-site (<http://www.valenciacc.edu/procurement/bids.cfm>). They are also available in the Valencia Community College Procurement Department for pick-up.

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**Name of Company submitting bid**

The successful bidder will be required to submit a completed and signed W-9 form prior to a purchase order being issued. This form may be found on the College's website: [www.valenciacc.edu](http://www.valenciacc.edu)

Inquiries regarding this Invitation for Bid may be directed to the Procurement Office by calling (407)582-5532 or via E-mail: [Valenciaprocurement@valenciacc.edu](mailto:Valenciaprocurement@valenciacc.edu)

**Bid Response Documents - The following documents constitute your bid and must be returned for submission:**

- A. Bid Proposal: including Authorized Signatories Form, Drug-Free Workplace Form and Acknowledgement of Addenda (if any).

**ACKNOWLEDGEMENT OF ADDENDA**

The bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it no later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to specifications, delivery time, quantities, etc.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

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**Name of Company submitting bid**

**AUTHORIZED SIGNATORIES FORM:** The bidder represents that the following person is authorized to sign contracts and related documents to which the bidder will be duly bound

<b>Identification</b> (Company Name, and DBA name – if applicable)			
<b>Purchasing Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>
Alternate Purchasing Address (if applicable)	City	State	ZIP
<b>Remittance Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>
<b>Phone Number</b>	<b>Facsimile Number</b>		
<b>Web Address</b>	<b>E-mail Address</b>		
<b>Contact Person</b>	<b>Title</b>		
<b>Company Status:</b> Small Business    Non-Profit    Government _____    Sole Proprietor Corporation    Partnership			
Type of Service or Commodity (Required to be added to supplier list)			
<b>Federal Employer Identification Number (FEIN, OR Social Security Number (SSN)</b> 9-digit)			
<b>Are you a 1099 recipient?</b> Yes      No	<b>If YES, under what name.</b> (A W9 form must be filled out and signed before payment is permitted)		
<b>Ownership</b> (reference Federal Register 49 CFR, Part 23 and 287.094 Florida statutes) Is your company at least 51% owned, controlled, and actively managed by: Minority Person(s)    Woman or Women    Certified by State, County, City or FMSDC?    Y    N			
<b>For Minority Ownership</b> (check applicable box) African American    Hispanic American    Asian American    Native American Other _____    If Certified, please submit certificate			
<b>Name</b> (Print)			
<b>Authorized Signature</b>			
<b>Title</b>			

**DRUG-FREE WORKPLACE FORM**

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 firm complies fully with above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

If you do not intend to bid on this Requirement, please return this form immediately to:

**PROCUREMENT OFFICE**  
**1800 S. Kirkman Road, Bldg. 14, Room 100**  
**Orlando, FL 32811**  
**FAX: 407-582-1209**

**STATEMENT OF NO BID**

We, the undersigned, have declined to bid on Bid #09/10-12 Theatrical Lighting

Reason:

- \_\_\_\_\_ Specifications “too tight”, geared toward one brand or manufacturer (explain below).
- \_\_\_\_\_ Insufficient time to respond.
- \_\_\_\_\_ Specifications unclear (explain below).
- \_\_\_\_\_ We do not offer this product or an equivalent.
- \_\_\_\_\_ Our product schedule does not permit us to perform.
- \_\_\_\_\_ Unable to meet Specifications.
- \_\_\_\_\_ Unable to meet Bond requirements.
- \_\_\_\_\_ Other \_\_\_\_\_

We understand that if this “Statement of No Bid” is not executed and returned, our name may be deleted from the list of qualified bidders.

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

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature