INCLUSIVE WEBSITE EXPERIENCE

Lake-Sumter State College is committed to ensuring that all students and visitors, including persons with disabilities, are able to access and use all of our services, programs and activities. We recognize that many individuals are increasingly using our website to access information and obtain services.

We understand that website users who have disabilities may use the website with the assistance of technology, including screen readers, captioning, transcripts, and other auxiliary aids and services. We are committed to providing a website that is accessible to the widest range of information, and Our aim is to improve LSC's website for users with disabilities, some material on our site may pose challenges. If there are ake to our website to make it easier to use, or if you encounter material or services

	PAGE 1	PAGE
SOLICITATION / OFFER and AWARD -an equal opportunity college -	Description: Monument Signage (3) Campuses	

1. Bid Number

(2) A statement, with supporting rationale, regarding whether the bid was considered for award.

23. **Award**: Recommendation for Award shall be made for the lowest, responsive, responsible Bid determined to be in the best interest of the College upon completion of posting period. LSSC reserves the right to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until LSSC has entered into a contract or issued a purchase order.

24. **EEO Statement**: LSSC is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.

25. **Contractual Agreement**: The terms, conditions, and provisions in this solicitation constitute the formal agreement between contracting parties. The order of precedence will be general law, the purchase order or solicitation, and the response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be Lake County Florida.

26. **Governmental Restrictions**: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. LSSC reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to LSSC.

27. **Permits/Licenses/Fees**: Any permits, licenses, or fees required will be the responsibility of the Bidder. No separate or additional payment will be made.

28. **Indemnification:**

alternate source of supply is available to the Bidder. In the case of delay the Bidder believes is excusable, the Bidder shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, or (2) If the delay is not reasonably foreseeable, within five (5) days after the date the Bidder first had reason to believe that a delay could result.

57. **Liquidated Damages:** (Construction Only) Time is of the essence in the work provided for in these construction documents and there will be, on the part of the owner, considerable monetary damage in the event the work is not completed within the time fixed for the completion of the contract, or within the time to which such completion may be extended by consent of the owner. Inasmuch as the actual damages for such delay is impossible to exactly determine, the bidder agrees that he/she and his/her surety shall be liable for and shall pay to the owner the following liquidated damages:

For failure of the Contractor to be substantially completed with the Work within the time set forth in the agreement between owner and contractor; liquidated damages shall be in accordance with the following schedule:

CONTRACT AMOUNT	LIQUIDATED DAMAGES

1. Payments shall only be made for supplies or equipment delivered and accepted, or services rendered and accepted in

Federal Excluded Parties List System can be located at: **http://epls.gov**

65. **Discriminatory Vendors List(s)**: An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal or offer to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity. The State of Florida Discriminatory Vendor List can be found at: http://myflorida.com.

66. **Unauthorized Employment of Alien Workers**: The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provision as determined pursuant to Section 274A of the Immigration and Nationality Act.

67. **Best Pricing Bid/Offer**: During the contract term, if the College becomes aware of better pricing offered by the successful proposer/offeror for substantially the same or a smaller quantity of a product outside of the contract but upon the same or similar terms of the contract, then at the discretion of the College the pricing under this solicitation/contract shall be immediately reduced to the lower price(s).

68. **Manufacturer's name and Approved Equivalents**: Unless otherwise specified, any

1. Final payment may be made to the contractor upon the following:

   a) A certificate of occupancy has been issued.

   b) The project has been completed upon notification by the architect.

   c) The District Board of Trustees has accepted the project.

2. The conditions for final payment to the contractor will be included in the construction contract.

83. **Public Meeting and Records**: All meetings as a result of this solicitation shall be conducted in strict compliance with the clause entitled "Public meetings and records; public inspection; criminal and civil penalties, "Florida Statues" 286.11.

84. **Firm Fixed Price Contract**: A firm fixed price or fixed price with equitable adjustment contract will result from the award of this solicitation (where applicable).

85. **Correction of Work**: The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of the correcting such rejected Work, including the cost of the Architect's additional services thereby made necessary.

85.1 If, within one (1) year the date of the approval of the Certificate of Final Inspection by the Florida Department of Education or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

85.2 All such defective or non-conforming Work under Subparagraph 85.1 and 85.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

85.3 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

85.4 If the Contractor does not remove such defective or non-conforming work within a reasonable time fixed by written notice from the architect, the Owner may remove it and may store the materials or equipment at the expense of the contractor. If the contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the owner may upon ten (10) additional days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the contractor should have born, the difference shall be charged to the contractor and an appropriate change order shall be issued. If the payments then or thereafter due the contractor or not sufficient to cover such amount, the contractor shall pay the difference to the owner.

85.5 If the contractor fails to correct such defective or non-conforming work, the owner may correct it in accordance with Paragraph 86.0

86. **Owner's right to cato o22s(ap)-tar i* EMC /Pf EM**

88. **Jessica Lunsford Act**: A criminal record check shall be made for each person prior to employment/assignment to LSSC's contract. The successful vendor will be required to certify to the College that all personnel working on the LSSC contract shall have no criminal

SECTION B - BID/OFFER RESPONSE FORM

1.0 THE WORK

1.1

1.2

Item Description:	QTY	U/M	Total Extended Price
	1	JOB	$ _____

1.3

Item Description:	QTY	U/M	Total Extended Price
	1	JOB	$

1.4

1.5

Total Amount of the Bid (Items 1.2 + 1.3 + 1.4 + 1.5) $_____

SECTION C – SOLICITATION SCHEDULE

1. 0

SECTION E - SCOPE OF SERVICES

1.0 Scope of Work

Lake-

3.0 **SIGN TWO – SOUTH LAKE/CLERMONT**

1. Custom-built aluminum monument sign
2.

SECTION F-SOLICITATION SUBMITTALS

The following items must be fully executed and submitted with the bid response:

1. Solicitation, Offer and Award Page:
2. Bid/Offer Response Sheet Page:
3. Drug Free Workforce Certification Page:
4. Affidavit of Compliance Page:
5. Statement of No Bid (if necessary) Page:
6. Disputes Disclosure Page:
7. References Page:
8. List of Sub-contractors Page:
9. Certificate of Insurance Requirements Page:

Failure to submit the above documents may result in a determination of Non-Responsiveness

SECTION H-REPRESENTATIONS AND CERTIFICATIONS

DRUG FREE WORKFORCE CERTIFICATION

The undersigned Proposer/Offeror 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, and 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 proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or novo contend ere, to any violation of Chapter 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 this section.

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

Company Name _____
(Print or Type Company Name here)

_____ _____
Type or Print Name & Title Authorized Representative as shown on Page 1, Solicitation/Offer and Award — **Title**

_____ _____
Signature of Authorized Representative as shown above — **Date Signed**

NOTARY _____

SEAL

DATE SIGNED _____

This form must be completed and returned with your bid submittal.

SECTION H- REPRESENTATIONS AND CERTIFICATIONS

AFFIDAVIT OF COMPLIANCE

To be submitted with bid/offer forms:

_____ We **DO NOT** take exception to the Bid/Offer/Specifications.

_____ We **TAKE** exception to the Bid/Offer/Specifications as follows:

SECTION H- REPRESENTATIONS AND CERTIFICATIONS

STATEMENT OF NO BID

(If applicable)

If your company does not intend to submit an offer on this requirement please complete and return this form prior to the date shown for receipt of proposals to the address cited in block #6, Solicitation, Offer and Award, page 1 of this [illegible]

SECTION I - LSSC INSURANCE REQUIREMENTS

1. Bidder shall submit a Certificate of Insurance during the performance of the services under this Contract reflecting at least the minimum amounts and conditions as follows:

   A. Commercial General Liability including products liability and completed operations liability:

General Aggregate (Other than Products/Completed Operations)	$2,000,000
Personal &Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

   Umbrella liability insurance may be used to meet the general liability coverage limit requirements

   B. Automobile Liability for owned, hired, and non-owned vehicles:

Bodily Injury and Property Damage (each accident)	$1,000,000

   C. Workers' Compensation (as required by Statute) with Employers' Liability limits of

Each Accident	$500,000
Disease – each employee	$500,000
Disease – policy limit	$500,000

2. Conditions: