



**Invitation to Bid**  
**ITB #2021-2 Human Patient**  
**Simulators**

**Vice President of Administrative & Business Affairs Office**  
**3094 Indian Circle**  
**Marianna, FL 32446**

**Due on March 2, 2021 @ 2:00 PM CT**

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## **ITB #2021-2 Human Patient Simulators**

**Chipola College  
District Board of Trustees  
Marianna, Florida**

### **INTENT**

The District Board of Trustees of Chipola College is inviting interested eligible bidders to submit a bid for Human Patient Simulators. The cost of the acquisition of this equipment is funded by a grant provided by CARES Act.

### **BID DATE AND TIME**

Sealed bids for ITB #2021-2 Human Patient Simulators will be accepted at the Office of Vice President of Administrative & Business Affairs, Chipola College, Marianna, Florida, until 2:00 PM CT on March 2, 2021.

### **PLACE FOR RECEIVING BIDS**

Bids may be mailed or hand delivered to:

Vice President of Administrative & Business Affairs Office  
Chipola College  
Student Service Building  
Business Office, Room A175  
3094 Indian Circle  
Marianna, FL 32446

All bids must arrive and be date/time stamped by Vice President of Administrative & Business Affairs Office representative prior to the specified bid date/time. Bids received after that time will not be accepted. The College will not be responsible for postal or other delivery service delays that cause a bid to arrive at Room A175, Student Service Building after the designated bid opening date/time. Bids that are mailed must be clearly marked on the outside of the envelope:

ITB #2021-2 HUMAN PATIENT SIMULATORS  
CHIPOLA COLLEGE, MARIANNA, FLORIDA  
BID OPENING: 2:00 PM CT, March 2, 2021

Bids will be opened and read aloud in a public bid opening in Room A175, Student Service Building.

### **BID PACKAGE**

Interested bidders may obtain a copy of the ITB package from Steve Young, Vice President of Administrative & Business Affairs by written request via email [youngs@chipola.edu](mailto:youngs@chipola.edu).

### **ELIGIBLE BIDDERS**

Eligible bidders are defined as those bidders who are not excluded from bidding according to the Federal Government's Excluded Parties List [www.epls.gov](http://www.epls.gov), [www.SAM.gov](http://www.SAM.gov), or by Section 287.133, Florida Statute.

#### BID AWARD

The College reserves the right to reject any or all bids, and/or accept that bid(s) that is in the best interest of the College with price, qualifications and other factors taken into consideration. This bid requests prices for multiple items. The College reserves the right to award the bid, by item, to the Bidder(s) which, in the sole discretion of the College, is the most responsive and responsible Bidder(s), price, qualifications and other factors considered for that item. The College will advertise this bid notice for a minimum of three (3) weeks and will make the bid package available to bidders during that time.

#### RIGHT TO WAIVE IRREGULARITIES AND TECHNICALITIES

Chipola College reserves the right to waive minor irregularities and/or technicalities associated with this solicitation. The Vice President of Administrative & Business Affairs shall be the final authority regarding waivers of irregularities and technicalities.

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## 1. GENERAL CONDITIONS

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

To ensure acceptance, all bidders submitting bids to Chipola College shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection.

- 1.1 Schedule: The following is a tentative schedule the College will follow through-out the bid process. This schedule is subject to change at the discretion of the College. All times stated are Central Time (CT). Dates are subject to change as needed.

Date / Time	Activity
February 8, 2021	Release / Posting of ITB <a href="https://www.chipola.edu/about/administrative-offices/business-office/bid-opportunities/">https://www.chipola.edu/about/administrative-offices/business-office/bid-opportunities/</a>
February 23, 2021 @ 2:00 PM	Last Day for Bidder Questions
February 25, 2021	Last Addenda Issued (if necessary)
March 2, 2021 @ 2:00 PM	Bid Due Date & Open Publicly
March 8, 2021	Post Notice of Intent to Award
March 16, 2021 @ 6:30 PM	District Board of Trustees Award to Successful Bidder
March 17, 2021	Purchase Order issued to Awarded Vendor

- 1.2 Definitions: The following definitions are applicable to this Invitation to Bid.

- 1.2.1 Bidder - One who submits an offer in response to this ITB
- 1.2.2 College - Chipola College
- 1.2.3 Contractor - The individual or business entity who will be awarded a contract or Purchase Order as a result of this ITB.
- 1.2.4 Vice President of Administrative & Business Affairs – Chipola College Vice President of Administrative & Business Affairs
- 1.2.5 Family - Parent, spouse, child, brother, sister, niece, nephew or cousin
- 1.2.6 Goods - Product or Human Patient Simulator(s) and Accessories

- 1.2.7 ITB - Invitation to Bid
- 1.2.8 May - The term “may” denotes an advisory or permissible action.
- 1.2.9 Must - The terms “must” denotes mandatory requirements.
- 1.2.10 Offer - Bid
- 1.2.11 Ownership Interest - Sole proprietor, shares, partnership or family
- 1.2.12 Responsible Bidder - A Bidder who clearly demonstrates the financial and material capacity to deliver the goods and services required by the ITB.
- 1.2.13 Responsive Bidder - A Bidder whose bid materially meets the requirements of the ITB.
- 1.2.14 Shall - The term “shall” denotes mandatory requirements.
- 1.2.15 Should - The term “should” denotes desirable
- 1.3 Intent of Specifications: It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the Chipola College including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
- 1.4 ITB Form: All bids shall include completed copies of the forms provided in this ITB, properly executed and with all items completed. Do not change the wording and/or add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form by the Bidder. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the Bidder.
- 1.5 Bid Submittals: All submittals are to be on 8½” x 11” papers or if larger documents are required they are to be folded to 8½” x 11” sizes. Proposals shall be stapled together or bound with comb binding. Proposals submitted in a 3-ring binder **will not** be accepted. Submit one (1) original (plainly marked “ORIGINAL”), three (3) copies and one (1) electronic thumb drive to:

Vice President of Administrative & Business Affairs Office  
Chipola College  
Student Service Building  
Business Office, Room A175  
3094 Indian Circle  
Marianna, FL 32446

1.6 Legal Requirements: All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and Chipola College, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

1.7 Cone of Silence: Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any College Employee, District Board of Trustees Member or College President, after the Procurement Office releases the solicitation to the general public.

This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the College. All communications regarding this solicitation shall be directed to the designated point of contact unless so notified otherwise by the Procurement Office. Any vendor or lobbyist who violates the provision may cause their bid/proposal to be considered non-responsive and therefore be ineligible for award. Prospective Bidders must direct any question they may have regarding this solicitation to the Vice President of Administrative & Business Affairs.

1.8 Questions/Interpretations: All questions concerning the specifications or conditions shall be directed in writing via email to the Vice President of Administrative & Business Affairs, [youngs@chipola.edu](mailto:youngs@chipola.edu) no later than **February 23, 2021 @ 2:00 PM CT**. No telephone, verbal or oral questions will be accepted and no oral statement made by any officers, employee or agent of Chipola College shall be binding. Only statements in writing in this ITB or in any addendum to this ITB shall be binding on Chipola College.

College will respond in writing to any questions regarding the ITB submitted in by **February 25, 2021 no later than 4:00 PM**. Such responses will be issued as an addendum to this ITB. All addendums issued are the sole responsibility of firms.

Any attempt by a bidder to obtain information about this bid from anyone other than the Vice President of Administrative & Business Affairs shall be grounds for rejection of that bidders bid.

1.9 Sealed Bids: The specifications and all executed bid forms must be submitted in a sealed envelope. All bids must be signed by an authorized representative of the bidder. In the event more than one bid opening is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. The face of the bid envelope shall be plainly marked identifying the

item(s) bid and the date of the bid opening. It shall be the sole responsibility of the bidder to assure receipt of bid at the Business Office prior to the published time for the bid opening. No bid will be accepted after closing time for receipt of bids. Offers by telephone, fax or Internet E-mail **will not** be accepted.

- 1.10 Exceptions to Specifications: During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the College; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained where provided in the Bid Response Sheets. The Vice President of Administrative & Business Affairs is the final authority in determining the acceptability of any exceptions to specifications.
- 1.11 Bid Bond: The particular item(s) or service(s) outlined within the specifications attached hereto requires that a certified check, cashier's check, or bid bond made payable to the Chipola College in the amount of five percent (5%) of the bid amount accompany your bid. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the Business Office until award and execution of contract is complete, or until a purchase order is issued to the successful bidder. Any bidder withdrawing his bid after the bid opening forfeits the right of return of his good faith deposit.
- 1.12 Discounts: Not applicable to this bid.
- 1.13 Mistakes: Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.
- 1.14 Approved Equivalents or Equals: Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. Chipola College reserves the right to determine acceptance of proposed equivalent or equal items.
- 1.15 Contents of Bid Package: The following documents must be completed and/or signed as applicable and be **included** in the Bidder's bid package submitted to the College.

1.15.1 Attachment A: Price Sheet

#### 1.15.2 Attachment B: Acknowledgement of Addenda

#### 1.15.3 Attachment C: Public Entity Crime Statement

In accordance with sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement 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 in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or [www.dms.myflorida.gov](http://www.dms.myflorida.gov).

#### 1.15.4 Attachment D: Drug Free Workplace Certificate

In accordance with section 287.087, preference to businesses with drug-free workplace programs.

#### 1.15.5 Attachment E: Federal Compliance Statement

To include compliance for:

- Equal Employment Opportunity
- Copeland Anti-Kickback
- Davis-Bacon Act
- Contract Work Hours & Safety Standards Act
- Clean Air Act
- Clean Water Act
- Environmental Protection Agency Regulations
- Energy Policy & Conservation Act
- Requirements & Regulations Pertaining to Patent Rights

#### 1.15.6 Attachment F: Anti Collusion Statement

The Proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except sub-proposers if they form part of the response and has not colluded with any other proposers or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the proposer's list.

1.15.7 Attachment G: Conflict of Interest Disclosure

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their Proposal the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the respondent's firm, subsidiaries or branches.

1.15.8 Attachment H: Florida E-Verify

Beginning on January 1, 2021, Florida's new "Verification of Employment Eligibility" statute will require many employers to use the federal E-Verify system before hiring any new employees. This new law could force significant changes to your hiring practices.

1.16 Bid Withdrawals: No bid may be withdrawn after closing time for receipt of bids for a period of ninety (90) days thereafter. The contract award shall be legally binding at the time of award by the District Board of Trustees or the President of Chipola College.

1.17 Award of Bids: Chipola College reserves the right to waive any minor irregularities, technicalities, or informalities in proposals received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the ITB that, if waived, will not have an adverse effect on the College's interest and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The College is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

1.17.1 The College will only award an Item to a single Bidder that offers the best and lowest bid for that Item. However, a Bidder may be awarded more than one Item.

1.17.2 After the bids have been opened publically, the College reserves the right to contact any or all bidders for the purpose of bid clarification. Such clarifications shall in no way prejudice or in any way change any Bidders offer including products or price.

1.17.3 Recommendations for award of bids will are made to the President based on the lowest and best responsible Bidder meeting all conditions and requirements of the specifications of an Item.

1.18 Rejection of Bids: Chipola College reserves the right to accept or reject any or all bids and to re-advertise for bids when deemed in the best interest of the College.

- 1.19 Delivery: Bid quotations shall include all freight costs to Marianna, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the College until after receipt of delivery has been acknowledged by an authorized representative of the Chipola College.
- 1.20 Tax: Chipola College is exempt from all State and local sales tax.
- 1.21 Payment of Invoices: Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Chipola College will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed. Discounts for prompt payment requiring payment by the College within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the College of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award. Payment for construction services will be in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). This purchase is subject to availability of Federal funds.
- 1.22 Public Entity Crimes: Section 287.133(2)(a) Florida Statutes requires that any vendor who wishes to conduct business in excess of \$25,000 with a public entity must complete and sign a sworn Public Entity Crime Statement. A Public Entity Crimes Statement form is attached as Attachment C. A completed and notarized Public Entity Crimes Statement **MUST** be included with any competitive solicitation response.
- 1.23 Identical Tie Bids: In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Work Place Programs. A Drug-Free Work Place Certificate is attached as Attachment D. However, identical bids or bids which otherwise appear suspicious will be reported to the College Attorney or other State of Florida and Federal agencies for investigation.
- 1.24 Licenses, Registration and Certificates: Each bidder shall possess at the time of submitting its bid all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the State of Florida. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

- 1.25 Public Records: Upon award recommendation or thirty (30) calendar days after opening, whichever occurs first, all proposals or other information submitted in response to this ITB shall be public record subject to public disclosure pursuant to the Public Records Act, Chapter 119, Florida Statutes. If a Bidder believes any information submitted to College is exempt from disclosure under the Public Records Act, it must specifically identify the exempt information and provide the statutory basis for the exemption. The Bidder also must provide one additional copy of the submittal on which any information the Bidder claims is exempt has been redacted. The Bidder will be responsible for all costs of the College, from disclosure under the Public Records Act.
- 1.26 Protests: A Respondent who wishes to file a protest pertaining to an Invitation to Bid (ITB) bid or a Request for Proposal (RFP) must file such notice in accordance with procedures prescribed by Section 120.57(3) Florida Statutes (F.S.). All protests must be filed with the College's Vice President of Administrative & Business Affairs. A protest is officially filed when it is received in the Director's office.
- 1.26.1 Filing a Protest. Any person who is adversely affected by the district decision or intended decision shall file with the Vice President of Administrative & Business Affairs a notice of protest in writing within 72 hours after the posting of the intent to award or after receipt of the notice of the College's decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. **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.** The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Business Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of bid or contract must be in writing and received in the Business Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.
- 1.26.2 Protest Bond. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b) shall post

at the time of filing the formal written protest, a bond payable to Chipola College in an amount equal to 1 percent (1%) of the total estimated contract value or \$5,000.00, whichever is greater. The bond shall be conditioned upon payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceedings. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency would be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the College all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

1.26.3 Disposition of the Protest. Disposition of the protest shall follow 120.57 F.S. In the event that the protest cannot be resolved as specified in 120.57(3)(d)1, the standard of proof for any further proceedings shall be whether the proposed College action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid protest proceeding contesting an intended College action to reject all bids, the standard of review by any administrative law judge shall be whether the District's intended action is illegal, arbitrary, dishonest, or fraudulent.

1.27 Availability of Pricing: Bidder agrees that the pricing offered to the College on this particular configured goods shall be available to any Federal agency, State of Florida agency, political subdivision, school board, or Commission. Should any Federal or State law or rule cause the manufacture to be unable to provide this identical configured goods to any State of Florida agency, political subdivision, school board, or Commission, the Contractor shall not be bound by Section 1.24 of this document.

## **END OF SECTION 1. GENERAL CONDITIONS**

## 2. SPECIAL CONDITIONS

These Special Conditions apply to this particular bid and shall take precedence over the General Conditions and the Contract should a conflict exist between the documents.

- 2.1 CARES Act: The purchase of these simulators is being funded by a U.S. Department of The Treasury Grant through the Coronavirus Relief Fund (CARES Act). It is of prime importance that all bidders understand, acknowledge and return with their bid the following attachments:
  - 2.1.1 Attachment E- Federal Compliance Statement
  - 2.1.2 Attachment F - Anti Collusion Statement
- 2.2 Quantity: It is the intent of the College to purchase at least one (1) simulator in each Item identified in the bid. However the College reserves the right to purchase more than one simulator package per Item as well as the right to not purchase a simulator offered in any particular Item.
- 2.3 Training: By submitting a bid for any item Bidder agrees to include in the cost of on-site training of one (1) day education course for up to at least ten (10) College instructor personnel.
- 2.4 Product Transportability: The products requested by this ITB are to be used at remote training sites and will be subjected to frequent site relocation. It is to be presumed by the Bidder that the ease of the product to be packed and relocated will be of significant importance to the College.
- 2.5 Product Warranty: Any product offered by the Bidder must include a one (1) year no cost repair or replacement warranty. Such warranty shall contain a clause that states that any repair or replacement of the Goods shall occur within three (3) business days after the College notifies the manufacturer that the product contains or has encountered a defect.
- 2.6 Transportation and Packing: Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, FOB Marianna, Florida. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.
- 2.7 Used or Refurbished Products Prohibited: All products under this contract shall be new, unused and available. All products shall be manufactured in accordance with the United States Consumer Products Safety Commission <http://www.cpsc.gov/>.

All medical electrical products are to comply with, at minimum with UL 60601-1 <http://ulstandardsinfo.net/ul.com/scopes/scopes.asp?fn=60601-1.html>. No products are to be refurbished (cleaned up, re-sharpened, re-painted, re-cased, re-calibrated, etc.) or remanufactured (the disassembly of previously sold, non-working units, salvaging working parts and manufacturing a separate unit using the salvaged parts).

- 2.8 **Warranty of Ability to Perform:** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the College in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 2.9 **Federal and State Standards:** It is the intent of the College that all specifications herein are in full and complete compliance with all Federal and State of Florida laws and regulations applicable to the type and class of Goods being provided. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, and State of Florida requirements that apply to the type and class of Goods being provided. In addition, any Federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding equipment safety shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the College immediately.
- 2.10 **Transportation and Delivery:** Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation of goods(s) shall be FOB Destination (Marianna, Florida). Delivery of the goods(s) is defined as receipt of the goods at the College's place of business. Delivery does not constitute Acceptance, per Section 2.6 of this Invitation to Bid.
- 2.11 **Acceptance:** The College, within three (3) business days of delivery, will thoroughly inspect the Goods received for Acceptability. The College shall compare the physical Goods, Contract specifications, Purchase Order, and Manufacturer's Window Sticker/Manufacturer's Invoice(s) to ensure the Goods(s) received meet or exceed the requirements of the Contract specifications and Purchase Order. Additionally, the College will inspect the Goods(s) for any physical damage. Failure by the College to discover an error in the Goods(s) shall not relieve the Contractor from their obligation to correct the error in the event it is found any time after the Goods(s) is delivered.

The Parties agree that inspection and acceptance will be at the destination of the College unless otherwise provided in the Purchase Order. Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until accepted by the College. The Contractor shall be responsible for filing, processing and collecting all damage claims. The College shall assist by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading,
- Report any known visible and concealed damage to the carrier and the Contractor,
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise, and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Delivery of the Goods, per Section 2.6 of this Invitation to Bid, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the College only after a thorough inspection indicates that the Goods are undamaged and meets the Contract specifications, requirements, terms, and conditions. Should the delivered Goods be damaged or differ in any respect from the Bid specifications, requirements, terms, and conditions, payment will be withheld until such time as the Contractor completes the corrective action necessary and College approved such corrective action(s).

Should the Goods require service or adjustments as part of the College approved corrective action(s), the Contractor shall either remedy the defect(s) or be responsible for reimbursing the College or others selected by the College to remedy the defect(s). The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the College. The Goods will not be accepted until all service and / or adjustments are satisfactory and the Goods are re-delivered in acceptable condition. The cost of any Transportation and Delivery shall be the responsibility of the Contractor.

## **END OF SECTION 2. SPECIAL CONDITIONS**

### 3. SPECIFICATIONS

Chipola College is seeking bids for multiple types of Human Patient Simulators. Each bid item has a list of specifications, characteristics and features.

The item specifications, characteristics and features listed in this ITB are not intended to be absolutely exclusive of or restrictive to any brand name product. However, the specifications, characteristic, and features identified in this ITB **do** represent the College's desire to purchase. If the Bidder wishes to offer a product that has a specification that varies from the product specifications, characteristics, and features listed in these specifications, the Bidder is encouraged to do so. During the bid evaluation process, the College will give consideration to these variances. However, a Bidder **may not** offer an alternative product to the product described in the specifications of this bid.

Item	Quantity	Product Description
<b>Ares Simulator – Medium Skin Tone</b>		
1.	2 each	Ares Complete, Medium Skin Tone – NO Installation
2.	1 lot	On-Site One Day Education Course
3.	2 each	All-in-one Computer for patient monitor
4.	1 each	Ares Complete Wound Kit, Medium Skin Tone
5.	2 each	Physiology Option for Maestro
<b>ARES Simulator – Dark Skin Tone</b>		
6.	1 each	ARES Complete, Dark Skin Tone – NO Installation & Training
7.	1 each	EMS 1 Learning Module, Additional License
8.	1 each	All-in-one Computer for patient monitor
9.	1 each	ARES Complete Wound Kit, Dark Skin Tone
10.	2 each	Physiology Option for Maestro
<b>Juno Simulator – Medium Skin Tone</b>		
11.	1 each	Juno Complete, Medium Skin Tone
12.	5 each	System Installation – MidFi
13.	1 each	Customized Webinar Training
14.	1 each	Nursing Assessment Learning Module
15.	1 each	Chronic Care & Community Nursing Learning Module
16.	1 each	Fundus Assessment, Medium Skin Tone
17.	1 each	Breast Exam, Medium Skin Tone
18.	1 each	Post Mastectomy, Medium Skin Tone
19.	1 each	Abdominal Incision w/Dehiscence Module, Medium Skin Tone
20.	1 each	All-in-one Computer for patient monitor
21.	1 each	Complete Wound Kit, Medium Skin Tone
<b>Juno Simulator – Dark Skin Tone</b>		
22.	1 each	June Complete, Dark Skin Tone – NO Installation & Training
23.	1 each	Chronic Care Nursing Learning Module, Additional License
24.	1 each	Nursing Assessment Learning Module, Additional License
25.	1 each	Fundus Assessment, Dark Skin Tone
26.	1 each	Breast Exam, Dark Skin Tone
27.	1 each	Post Mastectomy, Dark Skin Tone

Item	Quantity	Product Description
<b>Juno Simulator – Dark Skin Tone – Continued:</b>		
28.	1 each	Juno Abdominal Incision w/Dehiscence Module, Dark Skin Tone
29.	1 each	All-in-one Computer for patient monitor
30.	1 each	Complete Wound Kit, Dark Skin Tone
<b>Lucina Simulator – Medium Skin Tone</b>		
31.	1 each	Lucina, Medium Skin Tone to include: <ul style="list-style-type: none"> <li>• Lenovo PC</li> <li>• All-in-one Computer for patient monitor</li> </ul>
32.	1 lot	System Installation
33.	1 each	Female Patient Module, Medium Skin Tone
34.	2 each	Core On-Site Education Course
35.	1 each	Hands-Free Kit – Physio Quick Combo
36.	1 each	Supplemental Set of Static Services
<b>PediaSIM ESC Patient Simulator</b>		
37.	1 each	PediaSIM ESC Patient Simulator Evergreen to include: <ul style="list-style-type: none"> <li>• Instructor’s Workstation</li> <li>• All-in-one Computer for patient monitor</li> </ul>
38.	1 lot	System Installation
39.	1 each	Core On-Site Education Course
40.	1 each	New Advanced PediaSIM, Medium Skin Tone
<b>Luna Simulator – Medium Skin</b>		
41.	1 each	Luna Advanced, Medium Skin Tone
42.	1 each	All-in-one Computer for patient module
43.	1 each	TouchPro Router
44.	1 each	Physiology Option for Maestro
45.	1 each	Luna SymDefib
46.	1 each	On-Site One Day Education Program
<b>Warranty</b>		
ALL simulators to include 1 Year Value Assurance Warranty		
<b>Shipping Cost</b>		
47.	1 Lot	Shipping Cost to Marianna, Florida

**END OF SECTION 3. SPECIFICATIONS**

## Price Sheet

Item	Qty.	Product Description	Unit Price	Total
<b>ARES Simulator – Medium Skin Tone</b>				
1.	2 each	ARES Complete, Medium Skin Tone – NO Installation & Training	\$_____ea	\$_____
2.	1 lot	On-Site One Day Education Course	\$_____lot	\$_____
3.	2 each	All-in-one Computer for patient monitor	\$_____ea	\$_____
4.	1 each	ARES Complete Wound Kit, Medium Skin Tone	\$_____ea	\$_____
5.	2 each	Physiology Option for Maestro	\$_____ea	\$_____
<b>ARES Simulator – Dark Skin Tone</b>				
6.	1 each	ARES Complete, Dark Skin Tone – NO Installation & Training	\$_____ea	\$_____
7.	1 each	EMS 1 Learning Module, Additional License	\$_____ea	\$_____
8.	1 each	All-in-one Computer for patient monitor	\$_____ea	\$_____
9.	1 each	ARES Complete Wound Kit, Dark Skin Tone	\$_____ea	\$_____
10.	2 each	Physiology Option for Maestro	\$_____ea	\$_____
<b>Juno Simulator – Medium Skin Tone</b>				
11.	1 each	Juno Complete, Medium Skin Tone	\$_____ea	\$_____
12.	5 each	System Installation – MidFi	\$_____ea	\$_____
13.	1 each	Customized Webinar Training	\$_____ea	\$_____
14.	1 each	Nursing Assessment Learning Module	\$_____ea	\$_____
15.	1 each	Chronic Care & Community Nursing Learning Module	\$_____ea	\$_____
16.	1 each	Fundus Assessment, Medium Skin Tone	\$_____ea	\$_____
17.	1 each	Breast Exam, Medium Skin Tone	\$_____ea	\$_____
18.	1 each	Post Mastectomy, Medium Skin Tone	\$_____ea	\$_____

Item	Qty.	Product Description	Unit Price	Total
<b>Juno Simulator – Medium Skin Tone: Continued</b>				
19.	1 each	Abdominal Incision w/ Dehiscence Module, Medium Skin Tone	\$_____ea	\$_____
20.	1 each	All-in-one Computer for patient monitor	\$_____ea	\$_____
21.	1 each	Complete Wound Kit, Medium Skin Tone	\$_____ea	\$_____
<b>Juno Simulator – Dark Skin Tone</b>				
22.	1 each	June Complete, Dark Skin Tone	\$_____ea	\$_____
23.	1 each	Chronic Care Nursing Learning Module, Additional License	\$_____ea	\$_____
24.	1 each	Nursing Assessment Learning Module, Additional License	\$_____ea	\$_____
25.	1 each	Fundus Assessment, Dark Skin Tone	\$_____ea	\$_____
26.	1 each	Breast Exam, Dark Skin Tone	\$_____ea	\$_____
27.	1 each	Post Mastectomy, Dark Skin Tone	\$_____ea	\$_____
28.	1 each	Abdominal Incision w/Dehiscence Module, Dark Skin Tone	\$_____ea	\$_____
29.	1 each	All-in-one Computer for patient monitor	\$_____ea	\$_____
30.	1 each	Complete Wound Kit, Dark Skin Tone	\$_____ea	\$_____
<b>Lucina Simulator – Medium Skin Tone</b>				
31.	1 each	Lucina, Medium Skin Tone to include: • Lenovo PC • All-in-one Computer for patient monitor	\$_____ea	\$_____
32.	1 lot	System Installation	\$_____lot	\$_____
33.	1 each	Female Patient Module, Medium Skin Tone	\$_____ea	\$_____
34.	2 each	Core On-Site Education Course	\$_____ea	\$_____
35.	1 each	Hands-Free Kit – Physio Quick Combo	\$_____ea	\$_____
36.	1 each	Supplemental Set of Static Cervices	\$_____ea	\$_____

Item	Qty.	Product Description	Unit Price	Total
<b>PediaSIM ESC Patient Simulator</b>				
37.	1 each	PediaSIM ESC Patient Simulator Evergreen to include: • Instructor's Workstation • All-in-one Computer for patient monitor	\$_____ea	\$_____
38.	1 lot	System Installation	\$_____lot	\$_____
39.	1 each	Core On-Site Education Course	\$_____ea	\$_____
40.	1 each	New Advanced PediaSIM, Medium Skin Tone	\$_____ea	\$_____
<b>Luna Simulator – Medium Skin</b>				
41.	1 each	Luna Advanced, Medium Skin Tone	\$_____ea	\$_____
42.	1 each	All-in-one Computer for patient module	\$_____ea	\$_____
43.	1 each	TouchPro Router	\$_____ea	\$_____
44.	1 each	Physiology Option for Maestro	\$_____ea	\$_____
45.	1 each	Luna SymDefib	\$_____ea	\$_____
46.	1 each	On-Site One Day Education Program	\$_____ea	\$_____
<b>Warranty</b>				
ALL simulators to include 1 Year Value Assurance Warranty				
<b>Shipping Cost</b>				
47.	1 Lot	Shipping Cost to Marianna, Florida	\$_____Lot	\$_____
			<b>TOTAL:</b>	<b>\$_____</b>

**CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING BIDS.**

Under penalty of Federal and State laws, rules and regulations, I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same products and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

Name of Firm: \_\_\_\_\_

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

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

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

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

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## Acknowledgement of Addenda

BID DUE DATE: March 2, 2021 @ 2:00 P.M. CT

BID FOR: ITB #2021-2 Human Patient Simulator

**NAME OF BIDDER:** \_\_\_\_\_

### ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

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

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

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

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

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

This Acknowledgement of Addenda form is to be returned with your proposal.

Name of Firm: \_\_\_\_\_

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

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

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

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

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

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

1. This sworn statement is submitted to \_\_\_\_\_  

(print name of the public entity)

by \_\_\_\_\_  

(print individual's name and title)

for \_\_\_\_\_  

(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires:

\_\_\_\_\_  
**Notary Stamp**

**DRUG FREE WORKPLACE**  
***Section 287.087 Florida Statutes***

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the College for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug free workplace program. To have a drug-free workplace program, a business shall:

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 under Bid 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 employees 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 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 an 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.

Name of Firm: \_\_\_\_\_

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

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

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

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

**FEDERAL COMPLIANCE STATEMENT**

Company/Bidder, \_\_\_\_\_ by submitting your bid/proposal understands this order is funded by federal funds and attests that it is in full compliance with the following required federal contractual requirements.

A. Supplier agrees they are in full:

1. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) and 40 USC 276c as supplemented in Department of Labor regulations (29 CFR part 3).
3. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
4. Compliance with (as applicable) sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
5. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).
6. Compliance with mandatory standards and policies (as applicable) relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 – 163, 89 Stat. 871).
7. Compliance with the federal agency requirements and regulations (as applicable) pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, as well as awarding agency requirements and regulations pertaining to copy-rights and rights in data.

B. Supplier agrees to provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents papers, and records or documents of the supplier which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

C. Supplier agrees to retain all records relative to this procurement for five full years after College make final payments and all other pending matters are closed.

Name of Firm: \_\_\_\_\_

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

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

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

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

### Anti-Collusion Statement

The undersigned bidder has not divulged to, discussed, or compared their bid with other bidders and has not collude with any other bidder or parties to the bid whatsoever.

Bidder acknowledges that:

- All information contained herein is part of the public domain as defined by the State of Florida Sunshine Law, and;
- Certified that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

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

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

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

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

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**Conflict of Interest Disclosure Form**

For purposes of determining any possible conflict of interest, all firms, must disclose if any District Board of Trustees of Chipola College(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either “yes” (a Chipola College employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_ NO \_\_\_\_\_

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Firm: \_\_\_\_\_

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

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

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

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

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**Florida E-VERIFY**  
[www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)

Florida has enacted a new law regarding E-Verify, Florida Statute § 448.095. The new law went into effect on July 1, 2020, and all affected employers must comply by January 1, 2021. Under the new law:

- All public employers including school districts, public universities and colleges, and government agencies at all levels must enroll in and use E-Verify to verify new hires;
- Private employers who hold a public contract as the primary contractor with a Florida government agency at any level must enroll in E-Verify;
- Subcontractors working on a Florida public contract must enroll in E-Verify. The subcontractor must provide the primary contractor with an affidavit stating that the subcontractor does not employ unauthorized aliens, nor does the subcontractor contract or subcontract with illegal aliens. The primary contractor is required to retain any such affidavits for the duration of the contract.

Private employers who do not hold a public contract are not required to participate in E-Verify; however, they are required by the new state law to copy identification documents used to complete Form I-9 and maintain them for three years (the copying of ID is optional for non-E-Verify employers under federal rules).

The Florida E-Verify law gives several state law enforcement entities the authority to demand copies of any documentation relied upon by a private employer for the verification of a person's employment eligibility, including, but not limited to the results of an E-Verify verification, Form I-9 and copies of identification documents presented by the employee:

- The Department of Law Enforcement;
- The Attorney General;
- The state attorney;
- The statewide prosecutor.

Employers who fail to comply with the new Florida E-Verify law risk losing their licenses to do business in the state.

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with Chipola College.

Name of Firm: \_\_\_\_\_

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

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

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

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

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