



## Request for Proposal #07-18

### Grant Evaluator

Santa Fe College invites you to submit a proposal for Grant Evaluator according to the terms and conditions herein.

Thank you for your interest in Santa Fe College.

RFP #07-18: Grant Evaluator  
INFORMATION SHEET

Date of Posting: January 12, 2018

<b>Santa Fe College Purchasing Department Contact</b>	David Shlafer, Director of Purchasing E-mail: <a href="mailto:david.shlafer@sfcollge.edu">david.shlafer@sfcollge.edu</a>
<b>Date/Time/Location of Pre-Proposal Conference</b> (see Section 1.7 for more information)	None
<b>Changes/Inquiry Deadline</b> <u>Unless specified otherwise in a College-issued addendum to this solicitation, requested changes to any conditions or specifications must be sent by the date in this section or they will not be considered.</u> (See Section 1.5 for more information)	January 24, 2018
<b>Date Addendum #1 to be Posted</b> <a href="http://www.sfcollge.edu/finance/purchasing/bids/index">http://www.sfcollge.edu/finance/purchasing/bids/index</a> (See Section 1.6 for more information)	January 26, 2018
<b>Date and Time Proposal is Due</b> (See Section 1.8 for more information)	February 9, 2018 at 3:00 p.m.
<b>Date, Time, and Location of Shortlist Scoring Meeting</b>	<b>February 16, 2017, at 9:00 a.m.</b> Location: Robertson Administration Building, Room F-258; 3000 NW 83 <sup>rd</sup> Street Gainesville, FL 32606 <b>Note: This meeting will be canceled if there are 5 or fewer proposals received</b>
<b>Date of Presentations/Q&amp;A</b> (see Sections 1.10 & 2.4 for more information)	(Time allotted for each vendor will be determined by number of short-listed vendors.) February 23, 2018 9:00 a.m. – 3:30 p.m. Location: Robertson Administration Building, Room F-258; 3000 NW 83 <sup>rd</sup> Street Gainesville, FL 32606
<b>Date, Time, and Location of Scoring Meeting</b> (see Section 1.9 for more information)	<b>February 26, 2018 at 9:00 a.m.</b> (Proposers not required to attend scoring meeting.) Location: Robertson Administration Building, Room F-258; 3000 NW 83 <sup>rd</sup> Street Gainesville, FL 32606
<b>Date of Recommended Award Posting</b>	February 26, 2017
<b>Contract(s) Start Date</b>	March 1, 2018 or April 1, 2018

Any changes to the above schedule will be posted in an addendum at  
<http://www.sfcollge.edu/finance/purchasing/bids/index>

## Solicitation Acknowledgement - REQUIRED

**This page must be included with your submission. Failure to do so will result in immediate rejection of your submission.**

<b>Solicitation Number/Title:</b> 07-18: Grant Evaluator
<p>The undersigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.</p> <p><b><u>The undersigned understands and agrees that by submitting a response, the entirety of the response is subject to Florida Statute 119 and will be considered a public record upon solicitation award or recommendation to award, subject to the following exemptions.</u></b> Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida's public records law, the bidder/proposer <u>must provide evidence</u> of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked "Confidential" that is not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision.)</p> <p>The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation are due by the date shown on the solicitation information sheet (page 2), and that any vendor-required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College's complete discretion) result in the rejection of the entire submission.</p> <p>The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.</p>
<b>Bidder/Proposer Business Entity Name:</b>
<b>Business Address:</b>
<b>Printed Name of Authorized Signatory:</b>
<b>Title of Authorized Signatory:</b>
<b>Authorized Signatory Signature:</b>

## 1.0 General Terms and Conditions

To ensure acceptance of your response to this solicitation, please be sure to follow the instructions herein. By signing the "Solicitation Acknowledgement", you agree to the terms and conditions below. **Any and all conditions within this solicitation document which vary from these general conditions shall have precedence. Any attempts by the bidder/proposer to alter these General Terms and Conditions shall be void and unenforceable unless agreed to specifically in a written agreement signed by the parties.** Any proposed changes must be submitted by the "Inquiry Deadline" specified on Page 2.

### 1.1 Definitions

"Bidder/Proposer" refers to the business entity submitting a bid, proposal, or reply in response to this solicitation.

"Board" refers to Santa Fe College's Board of Trustees

"College" and/or "SF" refers to Santa Fe College.

"Contractor" refers to the bidder/proposer whose response is selected for award.

"Response" refers to a business entity's submission in response to this solicitation.

### 1.2 SEALED SUBMITTALS/DEADLINE: All responses must be submitted by the date/time required on the "Solicitation Information Sheet" in a sealed envelope or box addressed as follows:

Santa Fe College  
Director of Purchasing and Auxiliary Services  
Robertson Administration Bldg. Room 42  
3000 NW 83rd Street  
Gainesville, Florida 32606.

**The face of the envelope or box shall contain, in the lower left-hand corner, the Solicitation Number, Title, and Date and Time to be opened.**

Offers by fax, e-mail, or telephone will not be accepted.

It is the sole responsibility of the bidder/proposer to deliver his or her response to the address contained herein on or before the closing hour and date shown above. Responses received after the specified due date/time shall be rejected and retained unopened for the record. The College is not responsible for late mail or any other circumstance resulting in a late submission. No Purchasing Department staff will incur responsibility for the inadvertent opening of a response not properly sealed, addressed, and/or identified.

Submissions are considered valid for 120 days from the due date unless otherwise stated herein.

### 1.3 EXECUTION OF RESPONSE: The response must contain a manual signature of an authorized representative of the bidder/proposer on the "Solicitation Acknowledgement" form (Page 3). Responses not submitted with the "Solicitation Acknowledgement" form shall be rejected.

- 1.4 COSTS: The College is not liable for any costs incurred by a bidder/proposer in responding to this solicitation, including those for oral presentations, if applicable.
- 1.5 INQUIRIES & INTERPRETATIONS: Any questions concerning terms, conditions, and/or specifications shall **only** be directed via e-mail to the Purchasing Department Contact (see Page 2) no later than the inquiry deadline (see Page 2). Failure to comply with this condition will result in bidder/proposer waiving his/her right to dispute the solicitation terms, conditions and/or specifications. Please reference the solicitation number in all inquiries. **Any vendor that contacts others at the College outside the Purchasing Department to discuss the solicitation may be disqualified.**

The Purchasing Department Contact may send inquiries to bidders/proposers for clarification of information, if necessary.

- 1.6 ADDENDA: Any addenda to this solicitation will be posted on the SF Purchasing web site (<http://www.sfcollege.edu/finance/purchasing/bids/index>) by 5:00 p.m. on the date indicated on the Solicitation Information Sheet (Page 2) or in the addenda itself if further addenda are necessary. **It is the bidder's/proposer's responsibility to assure that any addenda are received.** Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary. It may be required that an addendum be signed and returned with the bidder's/proposer's response. Proposers who do not sign addenda (if required) may have their entire response rejected.
- 1.7 PRE-SOLICITATION MEETING(S): Pre-bid or pre-proposal conferences or inspections may be held to assist responders with understanding the specifications and/or viewing the relevant location(s) or item(s). If such a meeting is designated as "Mandatory", then only those who attend will be considered for award. Bidders/proposers are **strongly** urged to attend any non-mandatory pre-bid or pre-proposal conference as individual vendor appointments to review specifications will not be accepted.
- 1.8 SOLICITATION OPENING/DUE DATE AND TIME: Anyone may be present at a solicitation opening and/or receive a list of names of bidders/proposers. However, the contents of the solicitation responses shall not become public until an award or recommendation for award is made. Any responses received after the due date/time shall be deemed nonresponsive and retained unopened for the record.
- 1.9 SCORING MEETING: If this solicitation is a Request for Proposals (RFP) or Invitation to Negotiate (ITN), then a public scoring meeting may be held to determine the award recommendation or recommendation for negotiations. The date, time, and location of the meeting will be specified on the Solicitation Information Sheet (if known). Should the date, time, or location of the scoring meeting change, it will be noted in an addendum (see 1.6). Vendors are not required to attend.
- 1.10 PRESENTATIONS: A solicitation may require vendors to further elaborate on what they are offering in a presentation to the College or simply to answer evaluation committee questions. If presentations are required, the expected presentation days and times will be listed on the Solicitation Information Sheet (if known). Any documents handed out by the proposer may be considered part of the proposer's response or reply at the discretion of the College. If any document or any other aspect of the presentation conflicts with the proposer's original response, the College may opt to use either the prior response or the presentation response as the College deems most favorable. Presentations are not open to the public, but are audio recorded. The audio recordings become a public record upon award.
- 1.11 NEGOTIATIONS: For an RFP, the College reserves the right to further negotiate terms to create an agreement with a top-ranked, awarded, or recommended awarded proposer. Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary.

- 1.12 AWARD: In the best interest of the College, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. The College also reserves the right to reject any and all responses, to cancel a solicitation process at any time, or waive any minor irregularity or technicality in responses received. Further, the College reserves the right to secure expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated with a business entity submitting a response.) In some cases, an award may be based on the top-ranked bidder/proposer and the College being able to agree on final contract terms. If for any reason the top-ranked bidder/proposer and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked bidder/proposer, and so on.
- 1.13 POSTING AND TABULATION: The posting of the award or recommended award will be made on or about the date of award notification as indicated on the Solicitation Information sheet (Page 2). Award notices will be posted on the SF College Purchasing Office bulletin board (outside room F-042, 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida, 32606) and on the College's purchasing solicitation website <http://www.sfcollege.edu/finance/purchasing/bids/index>. After award, solicitation files may be examined during normal working hours by appointment. In accordance with Florida Statute 119.071(1), the contents of all solicitations become public records and are available to public inspection when an award or recommendation to award is posted or 30 days after responses are open – whichever is earlier. However, if the College rejects all responses, and concurrently provides notice of its intent to reissue the solicitation, the responses shall remain exempt from disclosure until notice of an award or intended award concerning the reissued solicitation is made or twelve (12) months has passed, whichever is sooner.
- 1.14 PROTEST: The recommended award will be posted for review by interested parties both online (at <http://www.sfcollege.edu/finance/purchasing/bids/index>) and in the Alan J. Robertson Administration Building, outside Room F-46 and will remain posted for a period of at least seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

In accordance with FS 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) shall post, at the time of filing the formal written protest, a bond payable to the College in an amount equal to one percent (1%) of the estimated total volume of the award. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the College prevails, it shall recover all costs and charges that shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

- 1.15 INSURANCE: Insurance Requirements will be provided in the specifications when necessary. If insurance is required, the Contractor must provide proof of this insurance prior to any delivery or work being performed, and provide evidence that such insurance is in place at all times throughout the agreement. Failure to have required insurance coverage at any time during the agreement shall be grounds for default. The College may, at its option, immediately suspend the agreement until the required insurance coverage has been restored, or immediately terminate the agreement for default. Any amount due from the College

under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.

- 1.16 **PRICES, TERMS, AND PAYMENT:** Bidder/proposer prices shall include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder/proposer is requested to offer cash discount for prompt invoice payment (where applicable). Unless otherwise stated in this solicitation, payment terms shall be Net 30 days.
- 1.17 **TAXES:** Santa Fe College does not pay Federal Excise or State Sales Tax. Do not include these items on invoices. The applicable tax exemption number is shown on the College's Purchase Order. A copy of the College's tax exempt certificate is available upon request.
- 1.18 **MISTAKES:** Failure to examine the specifications, delivery schedule, prices, extensions, and all instructions pertaining to any goods and services solicited herein will be at bidder/proposer's risk. In case of mistake in extension, the unit price will govern.
- 1.19 **DELIVERY:** Delivery time may become a basis for making an award. Unless otherwise specified, delivery shall be made within thirty (30) days from the date of receiving a College purchase order. Unless otherwise agreed, deliveries to the College shall be made between the hours of 8:30 a.m. - 3:30 p.m., Monday through Friday.
- 1.20 **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders/proposers must disclose with their solicitation the name of any officers, director, or agent who is also an employee of Santa Fe College. All bidders/proposers must disclose any College employee who owns, directly or indirectly, any interest in the bidder's/proposer's business or any of its branches. The bidder/proposer shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder/proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the College. The bidder/proposer shall have no interest and shall not acquire any interest that shall conflict in any manner with the performance of the products or services required under this solicitation.
- 1.21 **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at bidder's/proposer's expense. Non-conforming items and items not delivered as per delivery date required by the solicitation and/or purchase order may result in bidder/proposer being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. Any such violation of the award/agreement may also result in the bidder/proposer being prohibited from participating in future business with the College in accordance with the College's vendor policy.
- 1.22 **DISPUTES:** In case of any doubt or difference of opinions as to the services to be furnished hereunder, the decision of the College's Director of Purchasing shall be final and binding on both parties. However, should an administrative hearing occur, the party requesting the hearing shall be held accountable for any and all costs relating thereto.

- 1.23 **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship, or performance of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the successful bidder/proposer to notify the College at once, indicating in the notice the specific regulation which required an alteration. Santa Fe College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the award/agreement at no expense to the College.
- 1.24 **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/proposer will in no way be a cause for relief from responsibility.
- 1.25 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless Santa Fe College and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Santa Fe College. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.26 **ADVERTISING:** Bidder/proposer agrees not to use the results of this solicitation as a part of any commercial advertising without prior approval from the SF Director of Purchasing.
- 1.27 **ASSIGNMENT:** Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder may be assigned due to the Contractor being bought out by another entity as long as there is written notification to the SF Director of Purchasing and Auxiliary Services. However, any such assignment shall permit the College to terminate any ongoing agreement with thirty (30) days' notice if desired by the College. No other assignment is permitted without express permission by the College.
- 1.28 **LIABILITY (HOLD HARMLESS AGREEMENT):** The awarded business entity (Contractor) agrees, by accepting the award of this solicitation, to the following:
- On behalf of Contractor and any heirs, executors, administrators, and assigns, Contractor hereby waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS the District Board of Trustees of Santa Fe College and the State of Florida and their respective trustees, employees, agents, successors, and assigns (collectively, "Releasees") from all claims, liabilities, actions and causes of action, damages, costs and/or expenses of any nature, including but not limited to attorneys' fees and costs (collectively "Claims"), arising out of or in any way connected with the appropriate use of the products or performance of the services set forth herein.
- 1.29 **ANTI-DISCRIMINATION CLAUSE:** Santa Fe College is committed to an environment that embraces diversity, respects the rights of all individuals, is open and accessible, and is free of harassment and discrimination based on, but not limited to, ethnicity, race, creed, color, religion, age, disability, sex (including pregnancy, gender identity, and sexual orientation), marital status, national origin, genetic information, political opinions or affiliations, and veteran status. To the extent applicable, the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.



- 1.30 AMERICANS WITH DISABILITIES ACT: The successful bidder/proposer shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, any agreement resulting from this solicitation may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.
- 1.31 STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 617, or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State of Florida's Department of State.
- 1.32 PUBLIC ENTITY CRIME INFORMATION: As per Florida Statutes, Section 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- 1.33 DISCRIMINATORY VENDORS LIST: An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a response 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.
- 1.34 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 provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.
- 1.35 RECORDS: All responses become the property of the College and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.
- 1.35.1 PUBLIC RECORDS LAW: The bidder/proposer agrees to allow the College and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the bidder/proposer in conjunction with any submission or agreement resulting from this solicitation. Refusal to comply with this provision shall constitute sufficient cause for termination of any agreement resulting from this solicitation. All written records received by College in connection with the transaction of official business, including information contained in any responses to this solicitation, may be deemed public records and are subject to the provisions of Ch. 119, Florida Statutes. In addition, if federal funds are used in this procurement, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
- 1.35.2 AUDIT RECORDS: The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed

to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation.

1.35.3 RETENTION OF RECORDS: The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing) or certified mail within ten (10) days if/when the records are moved to a new location.

- 1.36 SEVERABILITY: The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.
- 1.37 GOVERNING LAW AND VENUE: Any agreement resulting from this solicitation is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Alachua County, Florida.
- 1.38 TERMINATION FOR CONVENIENCE: Unless otherwise stated herein or agreed to, any agreement resulting from this solicitation may be terminated by either party upon no less than ninety (90) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in person with proof of delivery.
- 1.39 AVAILABILITY OF FUNDS: The obligations of the College under the award(s) from this solicitation are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
- 1.40 FORCE MAJEURE: Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement resulting from this solicitation due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, strikes, or labor disputes.
- 1.41 VERBAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by the bidder/proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the bidder's/proposer's representative that are in writing will be recognized by the College as duly authorized expressions on behalf of the bidder/proposer.

- 1.42 (Deleted)
- 1.43 COLLEGE RULES: Contractor understands and agrees to follow all current College rules that may apply to any service they perform, including, but not limited to, College Rule 2.8 (Policy Prohibiting Discrimination and Harassment), Rule 2.12 (Prohibition Against Fraudulent or Other Dishonest Acts), and Rule 3.38 (Prohibition of Firearms and Weapons on College Premises). These rules, which may be changed from time to time, can be viewed at <http://www.sfcollege.edu/rules/>. Contractor further understands that College Rule 2.8 prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor understands that Contractor personnel must report any suspected sexual harassment or violence that is related to College in any way whatsoever to the appropriate authorities including the SF College Police Department and the College's Equal Access/Equal Opportunity Coordinator.
- Contractor understands that current Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the Florida Abuse Hotline of the Department of Children and Families at 1-800-962-2873. More information about reporting abuse may be found online at <http://www.dcf.state.fl.us/programs/abuse/index.shtml>. Additionally, Contractor understands that Florida law requires reporting suspected abuse of a child even when the alleged abuser is not the parent or caregiver of the child.
- 1.44 Changes to Agreement / Changed Conditions: Any changes to the resulting agreement must be in writing and executed by authorized representatives of all parties, or by a College-issued change order and acceptance by Contractor. Should conditions change that were not anticipated, both parties shall work together in good faith to adjust the Agreement to reasonably accommodate the change.
- 1.45 Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that federal financial assistance will be used to fund the Agreement. The contractor will comply will all applicable federal law, regulations, executive orders, granting agency policies, procedures, and directives.
- 1.46 Confidentiality & Proprietary Information: Confidential or proprietary information provided by one party to the other in discharge of the terms and conditions of this agreement must be clearly marked as being proprietary or confidential. Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Each party agrees to protect the information or property disclosed to the other party and will take reasonable action required to protect the disclosing party from damages arising out of the disclosure of information or property in violation of this provision. If either party believes any information submitted is protected from disclosure under Florida's public records law, the disclosing party must provide evidence of a statutory exemption under Florida law that is satisfactory to the other or obtain a protective order. All items of confidential information must be labeled in writing as such when delivered to the recipient. This solicitation and proposer's response is not considered confidential.
- 1.47 Debarment and Suspension (Executive Orders 12549 and 12689): A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This agreement will be considered void should the Contractor be listed on the SAM exclusions list.
- 1.48 FERPA: In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g et seq., 34 CFR Part 99, and Florida Statute sections 1002.225 and 1006.52, should the Contractor be

deemed to have a legitimate educational interest in accessing a student's educational records, the Contractor and Contractor's employees shall comply with the non-disclosure and other requirements of all applicable laws and regulations. Contractor shall not use or disclose confidential student information received from or on behalf of the College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the College. Contractor agrees not to use confidential student information for any purpose other than the purpose for which the disclosure was made.

- 1.49 **Independent Contractors:** The relationship of College and Contractor is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.
- 1.50 **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to College, Contractor, or any other party pertaining to any matter resulting from the contract.
- 1.51 **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- 1.52 **Termination for Cause:** Failure by either party to adhere to the terms and conditions herein will place the defaulting party in default status. The defaulting party shall have 30 days to correct such default to the satisfaction of the other party. Should the corrections be insufficient, the non-defaulting party may terminate the agreement for cause. Regardless of which party terminates, any financial obligations due to either party for work performed up to the point of default shall be paid within 30 days of termination of the Agreement.

## **2.0 General Specifications**

### **2.1 Overview**

Santa Fe College seeks to contract with a qualified Grant Evaluator as per the terms, conditions and specifications contained herein.

Federal Uniform Grant Guidance (UGG) policies require applicants to procure external evaluators for independent evaluations of federally grant-funded projects. Santa Fe College is soliciting proposals from consultants experienced and qualified to provide external evaluation and assist the College with the evaluation plan for Title III.

For more information on the College, please visit our website at [www.sfcollege.edu](http://www.sfcollege.edu).

For a listing of locations, visit <http://www.sfcollege.edu/locations/>.

### **2.2 Term**

The term is expected to begin on March 1, 2018 or April 1, 2018 and continue through March 31, 2023.

### **2.3 Qualifications**

The College desires to determine whether a proposer has the ability, capacity, and resources necessary to perform in full any agreement resulting from this RFP. In addition to the requirements herein, the College may request from proposers information it deems necessary to evaluate such proposers' qualifications and capacities to deliver the services sought hereunder. The College may reject any proposal for which such information has been requested but which the proposer does not provide.

The College requires the proposing vendor to have experience with Federal Grants, preferably Department of Education grants. Further preference may be given by the evaluation committee to those who specifically have Title III or Title V experience.

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations controlling the action or operation of this proposal.

### **2.4 Presentations**

Presentations are required from short-listed vendors. Each vendor will be allotted a small amount of time to introduce those who would be performing the services described herein as well as provide an opportunity for the evaluating committee to ask questions.

### 3.0 Scope of Work & Deliverables

Please refer to Appendix B: Grant Proposal, for information on the grant.

The College requires the grant evaluator to provide the following:

- Develop a detailed evaluation plan that is consistent with project goals, that complies with grantor agency regulations, and that incorporates best practices in evaluation design, research, and management. The evaluation plan must include the following elements:
  1. Benchmarks for Continuous Improvement for each objective, including what information is collected, who collects the data, the data source, and when it is collected.
  2. Outcome Measures, including defined outcome, measure used, data source, and reporting timeline.
  3. Data Analysis Procedures
- Coordinate with the College program personnel and the College's Institutional Research department during development of the evaluation plan.
- Create a schedule of communication with the project team. Provide telephone, e-mail, video conferencing, and onsite consultations concerning evaluation of the grant project, including, but not limited to, status of the evaluation, barriers to address toward meeting evaluation objectives, program outcomes, and continuous improvement.
- Attend at least one in-person evaluation conference hosted by the College and any grantor required meetings, webinars, and other forms of communications.
- Provide assistance in determining data needs, sources, tracking methods, collection needs, and benchmarks. Design or select data collection instruments.
- Create an evaluation management plan which includes an evaluation activity timeline, a schedule of site visits, and report dates.
- Work in cooperation with faculty and staff, as well as key partners to implement the approved evaluation plan.
- Conduct project site visits and coordinate with program personnel on any interviews or surveys that may be needed for data collection.
- Create a plan for using data to assess progress toward quarterly, yearly, and final measures to ensure that College staff are notified of any deviation from the terms of the grant award and provide feedback for continuous improvement.
- Assist staff in understanding 1) how to monitor progress and use results; and 2) how to think empirically; and use evaluation data for planning and decision making.
- Coordinate with the program personnel to develop and finalize interim evaluation reports and a final evaluation report 30 days prior to the agency due dates for such reports.
- Comply with regulations for data security and the use of any confidential information.

#### 4.0 Submittals

**Submit one physical original and two physical copies as well as a single-file PDF version on a flash drive.**

You must submit the following for your proposal to be considered:

1. TAB 1: An introductory letter which describes your firm (2 pages maximum)
2. TAB 2: A signed Solicitation Acknowledgement Form (Page 3) and any Addenda that are required to be signed
3. Tab 3: Approach & Timeline. Provide an overview of your approach to conducting evaluations related to Federal grants, as well as a timeline that would include milestones and deliverables. Include a description of your communications strategy with College grant staff to both gather data and implement consistent procedures for conducting the evaluation. Demonstrate how you have applied this strategy in previous grant evaluations. Finally, identify potential technical issues, any areas of uncertainty, and any possible risks (such as low recruitment of participants, non-response to follow-up surveys, etc.). When possible, provide solutions to these challenges, as well as how these issues were handled in similar projects.
4. TAB 4: Personnel. Provide a short bio as well as a list of the relevant credentials (education, years of experience) of the lead evaluator who will service our Title III grant. Provide a brief bio and relevant credentials of all others who will service our account as well.
5. TAB 5: Experience. List three relevant examples of evaluation products for federal grants you have accomplished. (Title III, Title V, or DOE preferred – at least one example MUST be from Title II, Title V, or DOE.) Include duration of work, grant amounts, and types of evaluation services provided. Be sure to explain the quantitative and qualitative evaluation process that was used.
6. TAB 6: Miscellaneous. List the processes or software you use for quantitative analysis. Also, describe the process you use for estimating the cost of Federal program evaluations. Include here any other information that you think will help the evaluation committee to evaluate your firm.
7. TAB 7: References. Provide contact information for at least three other public educational clients that you are currently or previously have performed similar work in the last five years. If you do not have at least three other public educational clients, you may list other clients, but preference may be given to entities that have serviced public educational clients. At a minimum, contact information must include the clients name, title, phone number, and e-mail address.
8. TAB 8: Section 6.0: Price Sheet/Fee Structure.
9. TAB 9: Section 7.0 (Contact Information)

You may submit the following as well, if applicable:

10. TAB 10: Drug-Free Workplace Statement signed

## 5.0 Award Criteria

The College will make awards in the best interest of the College.

The College reserves the right to accept or reject any and all proposals and to waive any and all technicalities in proposals received. The College shall consider responses to the information specified herein and other information presented within the RFP response, as well as the responses of one or more references for the proposers. The College will evaluate and determine the most favorable proposal and award the contract(s) to the successful proposer(s) based on the following factors:

Criterion	Possible Points
Responsiveness to RFP	35
Experiences/References	35
Cost of Services/Fee Structure	30
<b>TOTAL POSSIBLE</b>	<b>100</b>

**Responsiveness to RFP** will be scored based upon information submitted by proposers in response to this RFP, (all required forms signed, all sections required accounted for, etc.). The quality of each response and respondent will be considered.

**Experiences/References** refers to past experience working with federal grants, and Title III grants (or similar) specifically. The responses of references checked by the College will also be a factor. The College reserves the right to check both references supplied by each proposer as well as others the College may be aware of (such as other colleges that may not be listed as a reference by a particular proposer). This section will also consider past experience the College has had with the proposer (if any) as well as any public information regarding the performance or actions (positive or negative) of a proposer.

**Cost of Services/Fee Structure** is scored completely based on the pricing provided to complete the required services. Points will be awarded based on the lowest cost, then adjusted by points off for all those with higher costs on a percentage basis. For each percentage point of higher cost, the next-best prices proposer will lose 1% of possible points. For example, with 30 potential points are available, if "Proposer A" has the lowest cost, then that proposer would receive 30 points. If "Proposer B's" costs were 10% higher than Proposer A, then Proposer B would receive 27 points, or 10% less than the top scorer.



**6.0 Price Sheet/Fee Structure**

Provide your fees for the duration of the project and how they will break down each year. Fees must be inclusive of at least three on-site visits to the College.

Total Fees:

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

List a flat fee for any additional College-requested visits to Santa Fe College’s Northwest Campus (3000 NW 83<sup>rd</sup> Street, Gainesville, FL, 32606) beyond the included three visits.

\$ \_\_\_\_\_

List any other fees for which the College would be responsible. Any charges not listed shall be the responsibility of the Contractor. Note: Incidental costs (mailing, copying, postage, etc.) shall be the responsibility of the Contractor and not billed to the College. Miscellaneous nickel-and-dime fees listed here may result in a lower score. Attach additional sheets if necessary.

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**7.0 Contact Information**

The proposer must provide a contact person to which all College communications should be directed. (Please type or print clearly!)

Proposer's Firm Name: \_\_\_\_\_

Name of Proposer Contact: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

APPENDIX A: DRUG-FREE WORKPLACE PROGRAM STATEMENT

**In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug-free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The Special condition is as follows:**

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

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 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.

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.

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 hereby certify that this firm complies fully with the above requirements.**

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

## Appendix B: Grant Proposal

The grant proposal can be found online at

<http://www.sfcollge.edu/finance/purchasing/bids/index>.

Click on "Grant Proposal" under this solicitation number (07-18).