INVITATION TO BID

Media Server and Media Asset Management System
ITB #14-008

Date Issued: April 18, 2014

ITB Document and updates on the College Web Site Link: http://www.daytonastate.edu/bussvcs/bids.html

Daytona State College is seeking bids from qualified vendors to provide various equipment for WDSC-TV and the Distance Learning Program at Daytona State College. Details and requirements of products needed by the College are provided herein.

Notice is hereby given that sealed bids will be received in the Purchasing Office, Building 1100, Room 122, 1100 Willis Avenue Daytona Beach, FL 32114 until 2:00 p.m., EDT, May 07, 2014 at which time will be opened in Building 1100, Room 123.

DIRECT INQUIRIES TO: Jeffrey DeGraff
Purchasing Manager
degrafi@DaytonaState.edu
(386) 506-4453
(386) 506-4289

Mail To: Daytona State College
Attn: Associate Director of Purchasing
PO Box 2811
Daytona Beach, Florida 32120-2811

Delivery to: Building 1100, Room 122
1100 Willis Avenue
Daytona Beach, FL 32114

Upon receipt of this bid document, any and all communications regarding this bid must be made only to the Purchasing Office as noted above. Any violation of this condition could result in bid disqualification.

This is a Sealed Bid – Fax replies will not be accepted.

Daytona State College operates in accordance with the State of Florida Sunshine Laws.

Mark Lovell
Associate Director, Purchasing
I. BACKGROUND

Daytona State College was authorized by the 1957 Florida Legislature and became the state’s first comprehensive community college. Today, the College has evolved from a small campus into an academically supervised multi-campus institution providing educational and cultural programs. Daytona State College has fostered a tradition of excellence in academics and service to a growing community. Daytona State College now serves more than 35,000 students annually.

Daytona State provides quality, affordable job training, personal enrichment, and academic programs to educate and to empower individuals and promote economic development. As a comprehensive public college committed to open access, student learning and success, Daytona State College provides personalized attention to students, embraces diversity, and uses innovation to enhance teaching and learning.

II. GENERAL CONDITIONS

1. INSTRUCTIONS TO BIDDERS: To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.

2. SEALED BIDS: ONE BID MARKED ORIGINAL AND ONE (1) COPY (unless otherwise specified) must be in the Purchasing Department by the date and time specified. The Bid Reply Sheet, Warranty Terms, Attachment “A”, Attachment “B”, Attachment “C”, Vendor Application and any signed addenda issued shall be included. Bids must be sealed and clearly labeled with the following information:
   a. Name and address of Bidder
   b. Bid number
   c. Date and time of Bid Opening

3. PREPARATION OF BID: All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The College will not be responsible for errors or omissions made by the Bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency proposing. In order to insure uniformity, bids must be submitted on this Bid Form or copies thereof.

4. NO BID: If unable to submit a bid, please sign and return “NO BID” Reply Sheet by return mail or fax advising the reason for not submitting a bid. To ensure inclusion in future bids, a Bidder should submit a “NO BID” to be received by the Purchasing Department no later than the stated bid opening date and time.

5. OBLIGATION OF BIDDER: By submitting a bid, the Bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

6. QUESTIONS REGARDING ITB: Daytona State College has made every effort to provide prospective vendors with the information needed to appropriately respond to this ITB. Daytona State College realizes that some clarification, interpretation, or additional information may be required.
Questions regarding any portion of this ITB shall be directed, in writing, to:

Daytona State College
Jeffrey DeGraff
Purchasing Manager
PO Box 2811
Daytona Beach, FL 32120-2811

Questions may also be submitted by e-mail (degraj@DaytonaState.edu) or faxed to the attention of Jeffrey DeGraff at (386) 506-4289.

All such requests must be received no later than 5:00 p.m., Eastern Daylight Time, Apr 23, 2014. Requests for more information will be included in any addenda and will be made available to all Bidders. Additional information received after the Apr 23, 2014 deadline will not receive a response. Responses will not be made orally.

Any additional information pertaining to this ITB or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. Daytona State College will not be bound in any way by information so obtained, or by a Bidder’s reliance thereon.

7. **COST DISCUSSIONS:** The Bidder must not discuss cost information, except for clarification requested by the College Purchasing Manager, prior to the posting of bid results, with any employee, board member or authorized representative of the College. Violation of this restriction will result in REJECTION of the said Bid.

8. **ADDENDA:** All addenda issued during the time of proposing shall become part of the Proposing Documents, and receipt thereof must be acknowledged in writing with the bid. The College accepts no responsibility for inaccurate bids due to missed information contained in any addendum. Each Bidder should ensure that they have received all addenda to the ITB before submitting their bids. Please access the college web site at [http://www.daytonastate.edu/bussvcs/bids.html](http://www.daytonastate.edu/bussvcs/bids.html) for any addenda.

9. **LATE BIDS:** Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the bid request. It is the Bidder’s responsibility to make certain that his/her bid is in the hands of the Purchasing Office prior to the opening time at the specified location. Daytona State College accepts no responsibility for late or misdirected mail deliveries. Late bids will not be considered.

10. **CONSIDERATION OF BIDS:** The College reserves the right to award the contract to the Bidder(s) that the College deems to offer the best overall bid. The College is therefore not bound to accept a bid on the basis of lowest price. In addition, the College at its sole discretion, reserves the right to cancel this ITB, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the College to do so. The College also reserves the right to make multiple or split awards if it is deemed to be in the College’s best interest. The College shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.
11. OTHER CONSIDERATIONS: Quantities involved, time of delivery, purpose for which required, competency in determining responsibility.

12. QUALIFYING BIDDERS: Daytona State College reserves the right to require a Bidder to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Bidder.

13. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contract supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

14. ADA: The vendor awarded this proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

15. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 90 days following opening of bids, to allow for formal action by the College Board of Trustees. The Bidder agrees that during such time his bid will remain firm and irrevocable. At the end of the 90 days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

16. EVALUATION PROCESS: The College will evaluate all bids received and determine how effectively it satisfies the ITB.

17. BID AWARD/TERMS OF THE CONTRACT: A written contract and/or purchase order detailing agreed terms will be rendered between the College and the agency achieving a successful bid. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions. The content of this ITB and all provisions of the successful bid response deemed pertinent by Daytona State College may be incorporated into a contract and become legally binding.

18. CLARIFICATION: The College reserves the right to request clarification of information submitted and to request additional information of Bidders, if required.

19. CONFLICT OF INTEREST: The award hereunder is subject to the laws of the State of Florida. All Bidders must disclose, with their bid, the name of any officer, director, or agent who is also an employee of the College. Further, all Bidders must disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder’s firm or any of its branches.

20. TERMINATION: An agreement/contract resulting from this bid may be terminated by either party without cause at any time by one party giving the other party sixty (60) days prior notice. Notice shall be provided via USPS Certified, Return Receipt mail.

21. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a bid response hereto and the College. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof. Bidders have certain rights under Chapter 120, Florida Statutes. Failure to follow proper
procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

22. **PAYMENT TERMS:** Net 30 Days of Prompt Payment Discount of ____%, ____ Days offered by Bidder.
Note: The College will take Any Prompt Payment Discount offered by the Bidder if payment is made within the time period. However, only terms allowing 30 days payment will be considered in evaluating bids.

23. **TAXES:** Sales to Daytona State College are exempt from state sales tax. State sales tax certificate of exemption will be issued upon request.

**FLORIDA SALES TAX EXEMPTION NO: 85-8016077493C-2**

24. **COOPERATIVE PURCHASE AGREEMENT:** With the consent of the Successful Bidder(s), purchases may be made under this bid by other community colleges, state colleges, state universities, district school boards, and other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid solicitation as provided in the State Board of Education Rule 6A-14.0734 (2) (c). If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award.

25. **SUBSTITUTIONS:** For the purpose of this ITB, no substitutions will be accepted.

26. **INSURANCE:** The Contractor/Vendor shall purchase all necessary Workers Compensation Insurance, General Liability Insurance, Automobile Liability Insurance, and where applicable, Products Liability Insurance with the College being included as an **additional named insured** on the liability insurance policies. Certificates of Insurance on all such insurance coverage carried by the Contractor/Vendor shall be furnished to the College. Minimum limits for insurance to be provided shall be as follows:

a. Public Liability and Property Damage Insurance: The Contractor shall purchase and shall require each of the sub-contractors to secure and maintain during the life of the sub-contract, insurance of the type specified herein or insure the activities of his/her subcontractors in his/her policy as specified.

**Commercial General Liability** – This policy must be on an occurrence basis, claims made forms are not acceptable.

$1,000,000 Each Occurrence
$ 100,000 Fire Damage (Any One Fire)
$ 5,000 Medical Payments (Any One Person)
$1,000,000 Personal & ADV Injury
$2,000,000 General Aggregate
$2,000,000 Products-Comp/OP Aggregate

**Comprehensive Automobile Liability Insurance** (including hired and non-owned vehicles, if any) in limits of One Million Dollars ($1,000,000) Combined Single Limit each accident.
b. Worker Compensation Insurance: The Contractor/Vendor shall maintain during the life of this agreement, Workers Compensation Insurance for all employees connected with the work of this project. If any work is being sublet, the Contractor/Vendor shall require the subcontractor to provide Workers Compensation Insurance for all subcontractor employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers Compensation Statue, the contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected.

Workers’ Compensation Insurance in compliance with statutory limits, (F.S. 440):
For Employer’s Liability:
- Five Hundred Thousand ($500,000) each accident,
- Five Hundred Thousand ($500,000) Disease, each employee,
- Five Hundred Thousand ($500,000) Disease, policy limit.

Waiver of Subrogation Endorsement - Include “Waiver of Subrogation applies.”
Certificates evidencing that all of the above insurance coverage and limits are in force will be furnished to the College before any services are performed, at all renewal times, and will require written notification to the College at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. The words “endeavor to” and failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” should be omitted or lined out on the Certificate.

All insurance will be with insurers authorized to do business in Florida.
* All policies should be Occurrence Form only.
* The policy number will be provided on all certificates.

27. INDEMNIFICATION: Proposers agree to indemnify and hold harmless the College, its officers, and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney’s fees, arising out of Bidder performance under this Agreement. Accordingly, the College shall notify Bidder promptly in writing of any claim or action taken against the College in connection with this agreement. On such notification, the Bidder shall promptly take over and defend any claims or actions. The College shall have the right and option to be represented in any such claim or action at its own expense.

28. SAMPLES: Samples of products, when requested, must be provided free of expense, and if not destroyed will, upon request, be returned at the proposer’s expense. Requests for the return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier and must be received within five (5) days after ITB opening date. If instructions are not received within this time, the samples shall be disposed of by the college. Each sample must be labeled with the proposer’s name, manufacturers’ brand names or model numbers, ITB number, and item referenced. Failure to deliver required samples or to clearly identify samples not required, but are nonetheless submitted, will not be considered as qualifying and will be disregarded, unless it is made clear in the ITB or accompanying papers that it was the proposer’s intention to qualify the ITB.
29. QUALIFICATIONS OF PROPOSERS: Daytona State College reserves the right to require a proposer to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications and abilities of a proposer.

30. NON MANDATORY PRE-BID: Not Applicable

31. SPECIFICATIONS: All equipment must meet the manufacturer's specifications for that part number. No deviation from manufacturer's specifications will be allowed.

32. WARRANTY: A minimum of one year of warranty shall be included in the Total Price. Additional years warranty shall be noted as no charge or priced as indicated on the Bid Reply Sheet. The warranty period shall commence upon acceptance of the entire system by the College.
CURRENT SYSTEM OVERVIEW:
WDSC-TV at Daytona State College is a public television facility that provides broadcast programming to the central Florida market. In addition we host television classes that train students in television production, produce local programs for broadcast and support the college academic mission through the production of instructional videos for classroom and online courses. Our facility has a four camera digital studio with control room which is SD 16 x 9 and a Master control for broadcast operations. Our Master control runs Harris automation with our main video server being a 60TB Harris Nexio storing a mixture of SD and HD programs. Our field production and acquisition is a mix of SONY XDCam-EX format and Canon DSLR. We currently have four primary edit bays with Intel MAC PROs direct connected to a Granitestor 16TB NAS running RAID 5 for 12TB usable storage. There are two additional editing workspaces that are currently not connected. The staff producers currently have MACS (which can run either Mac OS or Windows) or Windows PCs on the desktop connected to the college network through assigned IP’s.

NEW SYSTEMS TO BE INSTALLED AND INTEGRATED:
Qty 1: Post Production Centralized Shared Storage system (hereafter referred to as CSS) comprised of a high performance, low latency storage component and a lower cost storage, high capacity component.

Qty 2: Enterprise class 10GE/GE uplink switches with low latency suitable for real-time video editing networks (see notes on switches & cabling)

Qty 1: Post Production Media Asset Management system (hereafter referred to as MAM)

Qty 1: Post Production Ingest / Transcode system

Qty 1: Post Production Long term Archive solution

SCOPE: The vendor shall furnish all labor, materials and equipment for the installation and integration of a CSS and MAM that meets the requirements as set forth in this document. In addition the vendor shall commission the system, provide training and warranty / service plans along with spare parts availability sufficient to keep the system operable for at least five years.

FUNCTIONAL OBJECTIVES OF SYSTEM
The CSS should provide for scalable high speed storage sufficient to share multiple streams of video to client workstations and provide for scalable higher capacity near line storage available for use as an archive of production and broadcast files from our Nexio server.

The system shall have the ability to archive any desired media to longer term shelf stable media.
The overall system should be compatible and easily upgradable to work with Adobe Anywhere

Ability to ingest source media files into the CSS from any workstation and have immediate access to
those files from any other workstation

Ability to concurrently ingest media files from multiple workstations

Source files can be ingested either in their native form and / or converted to an intermediate format via
the MAM. It is desirable to not have to conform to a proprietary media format.

The CSS at a minimum shall be able to provide sufficient file transfer speed to allow the playback of
high definition video and audio files in multiple streams with no dropped frames, hesitation, delay or
glitching video across the dedicated workstation connections on the order of: *

60 streams at 50 Mps (XDCAM), or

30 streams at 100 Mps (ProRes 422LT, DVCProHD) or

16 streams at 145 Mps (ProRes422)

* Speeds and formats are example benchmarks to prescribe desired minimum levels of performance.
Actual system conditions would involve multiple streams to different client workstations at varying
resolutions, speeds and quantity of streams.

The system shall provide for simultaneous ingest and editing without degradation to the operation of any
workstation.

**Functional Descriptions:** The following functional descriptions shall constitute the minimum
requirements of the vendors proposed solution. The proposed solution once installed and integrated shall
have its hardware and software compatible with current production systems interfacing the post
production workflow.

**Centralized Storage System functional Description:**

Storage solution should be scalable.

Storage space shall be configured and protected with some form of disk redundancy to prevent single
point failure or loss of data.

The streaming storage portion of the CSS should provide a minimum of 28TB of usable space.

The archive storage portion of the CSS should provide for a minimum of 56TB of usable space.

Storage shall be configured as a NAS or SAN optimized for low latency file transfer as video and audio
data streams.

Hardware and software should be workgroup and workflow agnostic for Final Cut Pro, Adobe Premiere
and AVID edit systems and platform agnostic allowing integration of Mac or PC platforms.
Management software for system should provide workspace, user and access rights management along with file management and file directory locking abilities.

System shall provide for messaging and email notification of system status alerts and or failures.

System shall provide network connectivity redundancy for CSS

System shall provide for MAM connection to the college network independent and separate from the network used to connect production workstations to the CSS

**Media Asset Management System Functional requirements:**

The installed system’s hardware and software shall be compatible with existing installed hardware and software. Preferred solution would also have an API integration within Adobe Premiere.

Ability to access MAM through a web based interface on both wired and mobile devices.

Ability to encode proxy files from raw format files.

Ability to manage shared storage space and display views of workspace, folder, file directories and digital objects.

Ability to automatically extract format standard metadata and offer options for searching

Ability to user select metadata fields and automatically extract, search and display selected items.

Ability to designate user access rights to media through MAM.

Provide user definable schema, metadata and attribute tagging at the object and folder level.

Support for commenting and search at the timecode and frame level.

Support for interactive commenting, feedback and approval for digital media objects.

Ability to import any digital object and as well as define new format types.

Ability for global and local query of entire MAM and digital object level.

Ability to use MAM to directly select digital objects for inclusion / import into edit projects.

Provide integrated support for moving files to archive storage and / or shelf stable archive.

Provide for automatic tracking of digital objects when being moved, copied or deleted either from within the MAM or using other means.

Built in FTP client support

Built in user definable BIN support for integration with third party applications

Provide customizable scripting to automate routine procedures such as ingest, transcoding, file tagging.

Provide for attaching caption data in the form of SRT files and other caption formats.
Ability to import or export Metadata to and from MAM

Ability to integrate and export digital objects to a private media cloud (currently BrightCove) using REST API and FTP

**Ingest system**

Ability to ingest footage from any workstation directly connected to the CSS.

Ability to ingest / capture video audio clips and associated Metadata from XDCam and Canon camera formats and able to accommodate other common formats

Ability to maintain appropriate file and folder connections as required by media type

Ability to transcode on ingest to multiple formats if desired.

Integrates seamlessly with MAM and storage hardware

Ability to capture and ingest live video and audio files from existing hardware such as cameras switchers, VTRs through SDI connected sources at a workstation level.

Ability to work with third party transcode software

**Long term archive**

Uses an affordable high density, shelf stable, reusable media format, such as LTO or Optical disk

Ability to organize, catalog, search and move files to and from long term archive via MAM

Hardware should provide easy method for loading / unloading of media

**General Project Provisions:**

The bidder is to furnish all labor, tools, supporting hardware, cables, transportation and delivery for the procurement, assembly, fabrication, setup, programming, testing and installation of all materials, supplies, software, hardware and equipment to meet the specifications as set forth in this document for the complete turnkey implementation of the project. The intent of the descriptions found in this document shall govern when any part of the descriptions, specifications, materials, qualities or methods are not completely described, and therefore must be construed to be the same as similar parts that are specified as if fully detailed and set forth in this document. The scope of work includes all new wiring (with exception of cable runs to workstations), installation of new components except where noted, all new software and computer interfacing devices, all new mounting of new equipment and all new materials necessary for completion of the project. The new systems and associated switches will be housed in available rack space in our Master Control, which provides independent AC circuits, power conditioning & backup power and air conditioning. All vendor supplied equipment should use independent redundant power supplies. The installation of the CSS and MAM shall include full
integration and functionality testing between all post production edit systems and desktop workstations that are in place at the time of install. All hardware and software connecting to the Daytona State College network must be certified by the college IT department as posing no potential security threat to our network systems or data. The successful bidder will demonstrate by specified tests that all components and the completed systems meet the specifications to the satisfaction of Daytona State College.

**Switches:**

Switches shall come with all necessary components and software to provide for redundant operation.

Switch shall provide minimum of ten 10GbE SFP (fiber optic) uplink connections to provide connectivity to server components, and provide for some future growth.

Switch shall provide a minimum of thirty two (32) RJ45 copper connections for 1GbE connectivity to client workstations

Switch at a minimum shall support static routing and routing protocols RIP, OSPF and / or EIGRP

Switch shall support L2/L3, IPV4, IPV6 and have controllable multicast ability

Switch shall provide remote management and security functions

**Cabling:**

Vendor will provide all cabling for connecting server components and storage. Vendor will be responsible for connecting to pre-wired client cabling to workstations. Vendor does not have to provide Server to Client side cabling as this will be will be pre-installed and tested by the college prior to the installation of equipment in this bid. A total of 20+ direct connections to the CSS will be made. 5 edit bays, an edit station in Production Control and an edit station in Master control (all currently MAC) along with 10 desktop workstations (mix of MAC and PCs) will directly connect to the new systems through a series of dedicated home run wiring to a closet that connects to the switch. The Editors and workstations will use either a second nic or wireless connection to access the college network and internet. Cabling will be Cat6 or Cat5 dependent on run length as required. Connections on the client side will be RJ45 copper 1GbE.
BID REPLY SHEET

Daytona State College
Media Server & Media Asset Management System

ITB #14-008

Bids are due in the Purchasing Office on May 07, 2014 no later than 2:00 p.m. EDT

Bid Format: The authorized representative of the agency submitting a bid for consideration shall address the following items:

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Media Server &amp; MAM System</td>
<td>$ __________</td>
</tr>
<tr>
<td>Service &amp; Warranty – Year 2</td>
<td>$ __________</td>
</tr>
<tr>
<td>Service &amp; Warranty – Year 3</td>
<td>$ __________</td>
</tr>
<tr>
<td>Service &amp; Warranty – Year 4</td>
<td>$ __________</td>
</tr>
<tr>
<td>Service &amp; Warranty – Year 5</td>
<td>$ __________</td>
</tr>
</tbody>
</table>

All equipment to be priced FOB Destination, Freight Prepaid and Allowed

Delivery time stated after receipt of P.O. ________ days. If there is other information you want to provide that is pertinent to this bid, mark it “Additional Information” and include with bid response.

I certify that I am a representative of this company and authorized to submit this bid:

Authorized Signature       Date

Printed Name       Phone
Name/Address of Company

STATE OF: ____________________________

COUNTY OF: __________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ____________________________ [name of individual signing] who after first being sworn by me, affixed his/her signature in the space provided above on this ______ day of ____________________________, in the year ___________.

My commission expires: ____________________________

Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

Type of I.D.
"NO BID"

Media Server & Media Asset Management System

ITB #14-008

No Bid _______  Reason for No Bid ________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

I certify that I am a representative of this company:

______________________________________________________________  Date

Authorized Signature  ___________________________

Printed Name  ___________________________

Name of Company  ___________________________

Address

Phone

Fax
III. ITB TENTATIVE SCHEDULE

Distribution of the Invitation to Bid: Apr 18, 2014

Deadline for final questions: Apr 23, 2014

Responses to questions (if any): Apr 30, 2014

Bid return deadline by 2:00 pm: May 07, 2014
Location: Bldg. 1100, Rm. 122
1100 Willis Avenue
Daytona Beach, FL 32114

Bid opening Location: May 07, 2014
Bldg. 1100, Rm. 123
1100 Willis Avenue
Daytona Beach, FL 32114
Time: 2:00 pm

Notice of Award Recommendation May 12, 2014

Present to the Board May 22, 2014
IV. BIDDERS CHECKLIST

This checklist is for the convenience of the company submitting a bid. This is only a guide and does not imply this is all the information required.

1. Signed and notarized Reply Sheet
2. Signed and notarized Attachment A, Public Entity Crimes Statement
3. Signed and notarized Attachment B, Non-Collusion Affidavit
5. Signed Addenda if issued, as required.
6. Vendor Information Packet
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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid Proposal or Contract for (Project) __________________________

2. This sworn statement is submitted by __________________________ [name of entity submitting sworn statement]

   whose business address is: ____________________________________________________ and (if applicable) its Federal Employer Identification Number (FEIN) is __________________________.

   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: __________________________.)

3. My name is __________________________ [title] and my relationship to the entity named above is __________________________.

4. I understand that a “public entity crime” as defined in Section 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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.

6. I understand that an “affiliate” as defined in Section 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.

7. I understand that a “person” as defined in Section 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 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.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

   Neither the entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]
There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: ____________________________

[Signature]

STATE OF: ________________________

COUNTY OF: ________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ____________________________ [name of individual signing] who after first being sworn by me, affixed his/her signature in the space provided above on this day of ________________________, in the year ________________.

My commission expires: ________________________

Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or

Produced Identification:

Type of I.D.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ________________

County of ________________

__________________________, being first duly sworn, deposes and says that:

He/she is ________________ of _____________________, Bidder that has submitted the attached Bid;
He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Trustees of Daytona State College.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

__________________________

Signed

__________________________

Title

Subscribed and sworn to before me this _____ day of ______, 20__.

__________________________

Title

My Commission Expires: ____________
"Written Opinion Requirement re: Florida Preference- Personal Property & Printing"

Daytona State College is required in solicitations to comply with providing a preference to Florida Businesses in accord with Fla. Statue # 287.084(personal property) and for Printing FS 283.35

To be Responsive, Printing and Personal Property Out of State Bidders/Proposers/ Firms shall submit with their bid/proposal/submittal a fully completed Attachment C with a written opinion signed by an attorney at law licensed to practice law in the bidders/proposers foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

#1 Name of firm submitting a Bid/Proposal Reply: ________________

#2 List the State which is the Principal Place of Business for the Bidders/Proposer: ________________

#3 List the Name of your Attorney at law licensed to do business in that state: ________________

#3A Phone # and email address of your attorney: (___)_______ email: ________________________

#4 Signature of your Attorney at law licensed to do business in that state:

#5 Attorney’s Written Opinion: Define below if the bidders/proposers foreign State, has laws that provide preferences, if any or none, granted by the law of the foreign state as to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts: ________________________

#5A. What is the specific web URL where the bidders/proposers foreign state law is defined as to providing preference to in-state businesses? ________________________

#5B. The bidders’/proposers’ foreign state law provides what percentage preference to in-state businesses? ___% 

#5C. The bidders’/proposers’ foreign state does not have any laws that provide a preference to in-state businesses? Yes ___ No ___

Note: Printing and Personal Property Bidders/Proposers whose principal place of Business is out of the State other than Florida, Failure to submit a fully completed Attachment C will cause their Bid/Proposal to be considered non-responsive.

Listed below is a copy of:

Florida Statute # 283.35. Preference given printing within the state.—

When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

Florida Statute # 287.084. Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
Dear Vendor:

Please complete pages 24-26 so that we may contact you when the College has a need for your goods or services. It is important for you to provide the information shown below to receive a purchase order and to ensure prompt payment.

- **Complete and sign** the Vendor Application (page 24)

- **Complete and sign** the W-9 provided in this packet (page 25)

- Complete the Commodities Page (page 26)

- Complete the EFT Payment Information on page 27 (optional)

The remaining pages (pages 28-30) are for your information.
Vendor Application
Purchasing Department
1200 W. International Speedway Blvd, Daytona Beach, Florida 32114
Telephone: (386) 506-3004 Fax: (386) 506-4289
Florida Tax Exempt Number 85-8016077493C-2

Date: ________________

Company Name: ____________________________________________________________

Person to Contact: __________________________________ E-mail: __________________

Telephone: __________________ Fax: __________________

Business Address: ____________________________________________________________________

Billing Address: ______________________________________________________________________

Number of years in business: With this name ___________ With this address ________________

<table>
<thead>
<tr>
<th>Type of Business: (Check all that apply)</th>
<th>Minority Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Woman Owned</td>
</tr>
<tr>
<td>Service</td>
<td>Asian/Pacific Islander</td>
</tr>
<tr>
<td>Partnership</td>
<td>African American</td>
</tr>
<tr>
<td>Manufacturer</td>
<td>American Indian/Alaskan</td>
</tr>
<tr>
<td>Sole Proprietor</td>
<td>Hispanic</td>
</tr>
<tr>
<td>Manufacturer’s Agent</td>
<td>Service Disabled Veteran</td>
</tr>
</tbody>
</table>

Is Company Publicly Traded? __ Y __ N

Are you also certified by the Office of Supplier Diversity?
__ Y __ N (If yes, please attach your certificate)

Company agrees to accept Purchase Orders: __ Y __ N  Company accepts credit cards: __ Y __ N
If yes, company agrees to the terms and conditions included with the application and future purchase orders.

Is this company wholly/partly owned by a College Employee or Trustee, or a Relative of either?

(1) Daytona State College Employee __ Y __ N  (2) Daytona State College Trustee __ Y __ N

If yes, please provide affiliates name(s) and percentage of ownership below.

Name: ___________________________ % ___________________________

List three (3) institutions with which you are currently doing business: (Preferably Colleges/Universities)

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGN HERE: __________________________

I certify that the above information is correct (this application must be signed)
W-9
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/described entity name, if different from above

Check appropriate box for federal tax classification:

- Individual/sole proprietor
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C or S corporation, S or C partnership, P) on line 2.
- Other (see instructions)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Herein” line to avoid backup withholding. For individuals, this is one of your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see “How to get a TIN” on page 3.

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, is working to provide information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of a lawsuit or fraud and third party network transactions. A mortgage interest paid, acquisition or abandonment of a secured property, cancellation of debt, or contributions paid to an IRA.

For W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when appropriate, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your applicable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income, and
4. Certify that FATCA code(s) entered on the form (if any) indicating that you are exempt from FATCA reporting, is correct.

Note. If you are a U.S. person and a regular client gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 31.7701-7).

Special rules for partnerships, partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1441 on income effectively connected with the conduct of a foreign trade or business in the United States. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to ensure that a partner is a U.S. person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.
Attach one copy of your condensed catalog, line card, price list, etc., and list the classes of equipment, supplies and/or services. Using the commodity code listing below, circle the classes you wish to bid. If not on the list, please write in your commodities.

<table>
<thead>
<tr>
<th>Category</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising, all types</td>
<td>011</td>
</tr>
<tr>
<td>Animals</td>
<td>490</td>
</tr>
<tr>
<td>Appliances, Household</td>
<td>730</td>
</tr>
<tr>
<td>Athletic &amp; Recreation Equipment</td>
<td>830</td>
</tr>
<tr>
<td>Awards &amp; Promo Items</td>
<td>940</td>
</tr>
<tr>
<td>Audio &amp; Visual Equip &amp; Supplies</td>
<td>660</td>
</tr>
<tr>
<td>Business &amp; Other Support Services</td>
<td>030</td>
</tr>
<tr>
<td>Chemicals &amp; Chemical Products</td>
<td>510</td>
</tr>
<tr>
<td>Childcare Services</td>
<td>065</td>
</tr>
<tr>
<td>Cleaning Equipment &amp; Supplies</td>
<td>890</td>
</tr>
<tr>
<td>Communication Equip &amp; Supplies</td>
<td>630</td>
</tr>
<tr>
<td>Computer Accessories &amp; Cables</td>
<td>610</td>
</tr>
<tr>
<td>Computer Hardware</td>
<td>600</td>
</tr>
<tr>
<td>Computer Software</td>
<td>620</td>
</tr>
<tr>
<td>Construction &amp; Building Materials</td>
<td>380</td>
</tr>
<tr>
<td>Construction &amp; Building Trade Services</td>
<td>070</td>
</tr>
<tr>
<td>Custodial Services</td>
<td>061</td>
</tr>
<tr>
<td>Direct Mail Services</td>
<td>031</td>
</tr>
<tr>
<td>Educational Institutions</td>
<td>041</td>
</tr>
<tr>
<td>Educational Materials</td>
<td>040</td>
</tr>
<tr>
<td>Electronic Equipment</td>
<td>110</td>
</tr>
<tr>
<td>Electrical Wire &amp; Power Dist. Equip.</td>
<td>440</td>
</tr>
<tr>
<td>Food Prep &amp; Serving Equipment</td>
<td>750</td>
</tr>
<tr>
<td>Freight Forwarder/Custom Broker</td>
<td>032</td>
</tr>
<tr>
<td>Furniture Business &amp; Home</td>
<td>710</td>
</tr>
<tr>
<td>Gases</td>
<td>520</td>
</tr>
<tr>
<td>Government Agency</td>
<td>021</td>
</tr>
<tr>
<td>Hotels, Motels, etc</td>
<td>720</td>
</tr>
<tr>
<td>ID Cards, Decals &amp; Signage</td>
<td>910</td>
</tr>
<tr>
<td>Keys &amp; Locks</td>
<td>950</td>
</tr>
<tr>
<td>Landscaping Services &amp; Supplies</td>
<td>060</td>
</tr>
<tr>
<td>Lighting Fixtures &amp; Lamps</td>
<td>460</td>
</tr>
<tr>
<td>Linens/Linen Services</td>
<td>760</td>
</tr>
<tr>
<td>Maintenance &amp; Repair Services</td>
<td>050</td>
</tr>
<tr>
<td>Material Handling Equipment</td>
<td>690</td>
</tr>
<tr>
<td>Medical Equipment &amp; Supplies</td>
<td>470</td>
</tr>
<tr>
<td>Moving &amp; Storage</td>
<td>033</td>
</tr>
<tr>
<td>Musical Instruments</td>
<td>810</td>
</tr>
<tr>
<td>Office Machines/Equipment</td>
<td>210</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>220</td>
</tr>
<tr>
<td>Paper &amp; Related Products</td>
<td>230</td>
</tr>
<tr>
<td>Photographic Equip &amp; Supplies</td>
<td>650</td>
</tr>
<tr>
<td>Photographic Supplies &amp; Materials</td>
<td>651</td>
</tr>
<tr>
<td>Plumbing Supplies &amp; Materials</td>
<td>300</td>
</tr>
<tr>
<td>Printing Services</td>
<td>090</td>
</tr>
<tr>
<td>Professional Associations</td>
<td>020</td>
</tr>
<tr>
<td>Professional Services</td>
<td>010</td>
</tr>
<tr>
<td>Publishing Company</td>
<td>965</td>
</tr>
<tr>
<td>Pumps &amp; Compressors</td>
<td>280</td>
</tr>
<tr>
<td>Refrigeration, HVAC &amp; Heating</td>
<td>080</td>
</tr>
<tr>
<td>Safety Equipment</td>
<td>260</td>
</tr>
<tr>
<td>Scientific Equipment &amp; Supplies</td>
<td>480</td>
</tr>
<tr>
<td>Security Services</td>
<td>270</td>
</tr>
<tr>
<td>Subscriptions</td>
<td>961</td>
</tr>
<tr>
<td>Tools</td>
<td>320</td>
</tr>
<tr>
<td>Uniforms, Clothing, etc</td>
<td>850</td>
</tr>
<tr>
<td>Vehicle Accessories &amp; Parts</td>
<td>140</td>
</tr>
<tr>
<td>Vehicle Repair</td>
<td>141</td>
</tr>
<tr>
<td>Vehicles, Trailers, Cycles &amp; Trucks</td>
<td>120</td>
</tr>
<tr>
<td>Other (Specify Below)</td>
<td>960</td>
</tr>
</tbody>
</table>

_________________________
Dear Vendor,

Daytona State College now offers payments through the Automated Clearing House (ACH). The payments will be sent via EFT to your bank account, eliminating costs and security issues associated with handling, depositing and clearing checks.

When Daytona State College pays you via EFT, you will also receive an email or fax notification listing the invoices paid and the total dollars credited to your account. In order to set up your company for EFT payments, we need the following information:

1. **Deposit Account Number:**
2. **Bank Routing or ABA Number:**
3. **Company Name on Bank Account:**
4. **Company Contact Name:**
5. **Telephone Number:**
6. **Fax Number:**
7. **E-Mail for Payment Notification:**

I, ____________________________, authorize Daytona State College to make EFT payments to our company using the information indicated above.

_____________________________  __________________________  ______________________
Print Name                        Authorized Signature              Date

Please complete this form and fax to Sue Watson, Accounts Payable at (386) 506-3121 or email to watsons@DaytonaState.edu. This document will be kept on file for Daytona State College audit purposes.

If you have any questions please do not hesitate to contact Sue Watson at (386) 506-3022.

Sincerely,

Sue T Watson
Accounts Payable Manager
PURCHASE ORDER TERMS and CONDITIONS

Daytona State College prohibits the inclusion of any additional or different terms by Seller in the Seller's acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be void, such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Seller's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant invitation to bid, proposal or quote are incorporated herein by this reference. Unless otherwise stated on the face of this order, the following terms and conditions shall apply.

Terms of Payment: Normal terms of payment shall be "Net 30 Days" from receipt of goods and vendor's invoice in duplicate. Alternative terms of payment may be considered when in the best interest of the college.

Invoicing: Itemized invoices in duplicate, each bearing the Purchase Order Number must be mailed no later than the day of shipment. If the College is responsible for transportation costs, a bill of lading or express receipt must be attached to your invoice. Show our purchase order number immediately following our name.

Discounts: On any discount, time will be computed from date of satisfactory delivery of goods, or from date correct invoice received, whichever is the later date.

Packing and Shipping: An itemized list of contents must be placed in each package bearing the Purchase Order Number. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to the Seller.

Law and Regulations: Seller shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but in no way limited to rules, regulations and standards of the Occupational Safety and Health Act of 1970 and the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these acts. Seller agrees, in connection with performance of this order, not to discriminate against any employee or applicant because of race, sex, religion, color, age, national origin, disability, or marital status.

Patents: Seller agrees to indemnify and hold harmless the buyer, its officers, employees, agents or representatives using the goods specified herein from any loss, damage or injury arising out of claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.

Conflict of Interest: The purchase hereunder is subject to the provisions of Chapter 112 Florida Statutes. All sellers must disclose the name of any director or agent who is an employee of the college.

Insurance and Indemnification: Seller agrees to indemnify and hold harmless the Buyer, its officer's agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Seller, its agents, employees or representatives, or arising from any Seller-furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Buyer. Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. Seller shall, at the request of the Buyer, supply certificates evidencing such coverage.

Risk of Loss: Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in progress, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all goods as herein provided; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of Buyer, until such property has been delivered to Buyer; (d) all risks of loss or damage to goods or any part thereof rejected by Buyer, from the time of shipment thereof to Seller until return thereof to Buyer.

Inspections and Testing: Buyer shall have the right to expedite, inspect and test any of the goods or work covered by this purchase order prior to shipment. All goods are also subject to Buyer's inspection and approval upon arrival. If rejected, pickup/return of the goods will be at the Seller's expense. Such inspection, or the waiver thereof, however, shall not relieve the Seller from full responsibility for furnishing goods and work conforming to the requirements of this order, not prejudice any claim, right or privilege the Buyer may have because of the use of defective or unsatisfactory goods or work.

Termination for Default: Buyer may terminate all or any part of this purchase order by giving notice of default to Seller, if Seller (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this order or so fails to make progress as to endanger performance hereunder; or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors. In the event of termination for default, Buyer's liability shall be limited to the payment for goods delivered and accepted by the Buyer under this order.

Stop Work Order: Buyer may, at any time, by written notice to the Seller, stop all or any part of the work. Upon receipt of such notice, the Seller shall take all reasonable steps to minimize the incidence of costs during the period of work stoppage. Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the order.

Assignment and Subcontracting: Seller shall not assign or subcontract any portion of this purchase order without the prior written approval of the Buyer.

Contractors are encouraged to utilize the E-Verify system to verify the employment eligibility of their employees and subcontractors.

Warranty: By accepting this order, the Seller warrants that the goods furnished hereunder shall be free from latent and patent defects and in full conformity with the specifications, drawings and/or samples. The Seller also warrants that the goods are fit for the Buyer's purpose if indicated hereon or in any documents attached or made a part hereof by reference or if known to the Seller. These warranties shall survive acceptance of and payment for goods received. Failure of the Buyer to reject said goods shall not constitute a waiver of any of these warranties. The Seller, further shall hold harmless, the Buyer, its customers and any users, from any loss, damage and expense whatsoever, including attorney's fees and court costs which may be suffered by breach of any of these warranties.

Delivery:

IF DELIVERY TO DESTINATION CANNOT BE MADE ON OR BEFORE THE SPECIFIED DATE, THE SELLER MUST NOTIFY DAYTONA STATE COLLEGE PURCHASING DEPARTMENT PROMPTLY.

Corrections/Changes: Clerical errors are subject to correction by the Buyer, but the purchase order may not otherwise be modified or rescinded without Buyer's consent. Questions concerning this order may be made by writing to: DAYTONA STATE COLLEGE, Purchasing Department, PO Box 2811, Daytona Beach, FL 32120-2811; by phone (386) 506-3004; or fax (386) 506-4289.
**Consumer's Certificate of Exemption**

Issued Pursuant to Chapter 212, Florida Statutes

<table>
<thead>
<tr>
<th>Certificate Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
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<td>85-B016077493C-2</td>
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This certifies that

**DAYTONA STATE COLLEGE INC**

1200 W INTERNATIONAL SPEEDWAY BLVD
DAYTONA BEACH FL 32114-2817

is exempt from the payment of Florida sales and use tax on real property rented, tangible personal property purchased or rented, or services purchased.

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**Important Information for Exempt Organizations**

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your **Consumer's Certificate of Exemption** is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 8480, Tallahassee, FL 32314-8480.
**Daytona State College**

**Credit Information**

<table>
<thead>
<tr>
<th>Company</th>
<th>Information</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Daytona State College</td>
</tr>
<tr>
<td>Billing Address:</td>
<td>PO Box 2811</td>
</tr>
<tr>
<td>Physical Address:</td>
<td>1200 W Int'l Speedway Blvd</td>
</tr>
<tr>
<td>City:</td>
<td>Daytona Beach</td>
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<td>State:</td>
<td>Florida</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>32120-2811</td>
</tr>
<tr>
<td>Years in Business:</td>
<td>Founded 1957</td>
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<tr>
<td>Accounts Payable Contact:</td>
<td>Sue Watson, Manager</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:watsons@DaytonaState.edu">watsons@DaytonaState.edu</a></td>
</tr>
<tr>
<td>Accounts Payable Phone:</td>
<td>386-506-3022</td>
</tr>
<tr>
<td>Accounts Payable Fax:</td>
<td>386-506-3121</td>
</tr>
<tr>
<td>Purchasing Contact:</td>
<td>Janet Parish</td>
</tr>
<tr>
<td>Purchasing Phone:</td>
<td>386-506-3075</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:Parishj@DaytonaState.edu">Parishj@DaytonaState.edu</a></td>
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<tr>
<td>Daytona State College is a political subdivision of the State of Florida by IRS classification we are a 501.C.3 and Tax Exempt.</td>
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<td>Consumer Cert Exempt #:</td>
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<td>Resale Certificate #:</td>
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<tr>
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</table>

| Name: | Office Max |
| Contact: | Jennifer Dearling |
| Address: | P O Box 101705 |
| City: | Atlanta |
| State/Zip: | GA, 30392 |
| Phone #: | (877) 777-4008 x-4216 |
| Fax #: | (800) 572-6473 |

Sue T Watson
Accounts Payable Manager