

THE DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE

REQUEST FOR PROPOSAL (RFP) FOR GCSC COPIERS

OFFICE OF THE PROCUREMENT DIRECTOR 5230 West U.S Highway 98 Room 126 PANAMA CITY, FLORIDA 32401

SUBMITTED BY:

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THE DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE NOTICE OF REQUESTS FOR QUALIFICATIONS

SEALED REQUESTS FOR PROPOSALS (RFP) from qualified firms to provide lease equipment for copier services for Gulf Coast State College shall be received by the DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE at the Procurement Department, 5230 West U.S Highway 98, Panama City, Florida 32401 up until 2:00 PM (CST) on Tuesday, December 03, 2013. Sealed submittals shall be opened at 2:00pm (CST) on Tuesday, December 03, 2013.

Statements of Qualifications shall be submitted in a sealed envelope, plainly marked with respondent's name, address, date and time of opening, and RFP number RFP#1-2013/2014 for GCSC Copiers.

Please submit one (1) original (Marked Original) and one (1) readable CD of your proposal package to GCSC Procurement.

Description of Work: This is advertisement for proposals, to lease Copier machines at Gulf Coast State College and off site campuses.

RFP NO: 1-2013/2014

RFP documents may be obtained at the Gulf Coast State College Procurement Department, 5230 West U.S Highway 98, Panama City, FL 32401. Electronic versions of the proposal package are available via internet at: <u>gulfcoast.edu/procurement/default</u>. Inquiries regarding this RFP should be directed to Fred Brown, Procurement Director, via email to: fbrown3@gulfcoast.edu or FAX to (850) 767 8043.

The District Board of Trustees of Gulf Coast State College reserves the right to accept or reject any and all proposals in whole or in part, to withdraw the RFP, to waive informalities in the solicitation documents, to obtain new proposals, or to postpone the opening pursuant to the Gulf Coast State College Procurement Policy. Each proposal shall be valid and binding for a period of ninety (90) days after the opening.

Gulf Coast State College is an Equal Opportunity Employer.

Submitted by Brenda Washington Senior Purchasing Assistant/Buyer bwashington@gulfcoast

NOTICE TO PUBLISHER: This legal ad to appear on Sunday, November 03, 2013

Please forward the original "Proof of Publication" and the invoice to: Gulf Coast State College, 5230 West Highway 98 Attn: Accounts Payable; Email: accpay@gulfcoast.edu Panama City, Florida 32401

Purchase Order Number P_____will be forwarded to you

INSTRUCTIONS TO PROPOSERS

1. **Proposal Documents**

The solicitation documents are on file at the Gulf Coast State College Procurement Department, and available on its website: <u>gulfcoast.edu/procurement/default</u>.

It is the intent of this Request for Proposals (RFP) to solicit proposals from interested Firms that are capable of.

2. Questions Regarding RFP:

Proposers shall direct any questions regarding this RFP in writing to the GCSC Procurement Director, Fred Brown, at fbrown3@gulfcoast.edu. All questions shall be submitted before <u>4:00 pm on Monday, November 20, 2013.</u>

GCSC will respond in writing to any questions regarding the RFP submitted in writing prior to the deadline identified above. Such responses will be issued as an addendum to this Request for Proposal. All addendums issued is the sole responsibility of firms

No telephone, verbal or oral questions will be accepted and no oral statement made by any officers; employee or agent of GCSC shall be binding. Only statements in writing in this RFP or in any addendum to this RFP shall be binding on GCSC.

3. Proposal Form

All proposals shall include completed copies of the forms provided in this RFP, properly executed and with all items filled out. Do not change the wording of the Proposal Form and do not add words to the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Proposer. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the proposer.

4. **Proposal Submittal Requirements**

All proposers and all proposed subcontractors shall have the following certifications and qualifications.

1. State of Florida Business License

2. Provide Proof of Insurance for the State of Florida

Each Proposer being considered for this project is required to submit a Statement of Qualifications. The SOQ shall include sufficient information to enable the GCSC to evaluate the qualifications of the Proposer to provide the desired services.

All submittals are to be on 8 $\frac{1}{2}$ " x 11" papers or if larger documents are required they are to be folded to 8 $\frac{1}{2}$ " x 11" sizes. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders <u>will not</u> be accepted. Submit one

(1) original (plainly marked "ORIGINAL"), one and one (1) readable CD of the proposal to:

Gulf Coast State College Procurement Department 5230 West U.S Highway 98, Room 126 Panama City, Florida 32401

The Proposer must have a minimum of five (5) years' experience as a manufacturer or authorized reseller in providing the requested products and performing the services required herein and submittals shall include the following items in the order listed:

- a. Proposer shall provide a brief history and/or description of Firm
- b. Provide current information about size of the company such as
 - Number of Employees
 - Number of Locations
 - Services and Billing unit(s) that will service contract
 - Size and location of training facilities
 - Organization chart of management to include names, titles, work telephone numbers and work addresses
- c. Provide sufficient financial information demonstrating the financial ability of the proposer to meet the terms and conditions of this contract.
- d. Proposer provides a brief history of firm's sales/services operations in the local area and accounts with school districts, colleges and universities in the State of Florida.
- e. Proposer shall provide a description of firm's experience in providing similar large size account services. Names, addresses, and telephone numbers of at least three (3) references with similar sized accounts or larger must be provided. If the Proposer doesn't possess any experience similar to the services required, the proposer must provide any pertinent information or experiences that may qualify it for consideration of award.
- f. Certification of standing as an authorized dealer and service provider for the manufacturer's products being proposed, if not the manufacturer participating directly. Or, if the proposer responding to this RFP is a manufacturer of the proposed equipment, then Proposer must clearly identify what authorized dealer they will be partnering with and what the responsibilities are of each in fulfilling any contract that would be awarded as a result of this RFP
- g. Proposer shall provide a single point of contact for matters in relation to the proposal and understand award of this proposal shall require a single point of contact for repairs and services.
 - Name
 - Phone Number(s)
 - Email Address
- h. Approach and understanding of the project. This should be a narrative description and any applicable illustrations to show that the firm understands all elements of the project, and/or approach to address college printing.

- i. Project Schedule The schedule shall be based on calendar days. Proposer shall designate the amount of calendar day after Notice to Proceed.
- j. Information regarding whether the Proposer is a certified minority business enterprise.
- k. The volume of work previously awarded to the firm by GCSC.
- I. Addendum Acknowledgement Form
- m. Anti-Collusion Clause Form
- n. Conflict of Interest Form
- o. Drug Free Workplace Form
- p. E-verify Form
- q. PUR 7068 Public Entity Crime Form
- r. Sub-Contractors Form

The Proposer may not change or alter proposed equipment, or work as detailed at any time after submittal opening from what was presented in their RFP unless approved by the GCSC.

5. Delivery

Each proposal package shall be addressed to the District Board of Trustees of Gulf Coast State College, Attn: Procurement, and shall be delivered to the Gulf Coast State College, at 5230 West U.S Highway 98, Room 126, Panama City, Florida 32401, on or before the day and/or hour set for the opening of proposals. Each proposal shall be enclosed in a sealed envelope bearing the title of the work, the name of the proposer and the date for opening. It is the sole responsibility of the proposer to ensure that their proposal submittal is received on time. Late submissions will be rejected.

6. Withdrawal of Proposals

Any proposer may withdraw its proposal by written request, to GCSC Procurement Director at any time prior to the deadline for proposal.

7. Basis of Award

GCSC will select in order of preference no fewer than **three(3)** firms deemed to be the most highly qualified to perform the required services under this RFP. GCSC will then negotiate a contract with the most qualified firm for a professional service at compensation which GCSC determines is fair, competitive and reasonable.

8. Right to Reject

Gulf Coast State College reserves the right to:

- a. reject any or all proposals received;
- b. withdraw this RFP
- c. select and award any portion of any or all proposal items;
- d. waive minor informalities and irregularities in the proposer's submittal.

A proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A proposal may be non-responsive by reasons including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of proposals include evidence of collusion among proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals will be rejected if not delivered on or before the date and time specified as the due date for submission.

9. Execution of Agreement

GCSC will negotiate a fixed fee professional services contract with the successful Firm. The Firm selected by the GCSC shall submit a schedule of values to be used for a payment draw schedule to the GCSC at or before the time of Notice of Award. The draw schedule shall be subject to review, modification and approval by the GCSC. The total of the Schedule of Values in the draw schedule will be the fixed fee contract amount. No invoices will be processed until GCSC staff has approved the schedule of values and received a signed contract by both parties.

The terms and conditions of this contract are fixed price and fixed time base on copies generated on equipment uses. The pricing will be set for unlimited copies per each machine at a set monthly rate. The Firm's negotiated fee is to be a fixed price for completing the scope of work detailed in RFP#1-2013/2014.

The successful proposer shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the GCSC Procurement Director all required contract documents. The awarded proposer shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the GCSC Risk Management Office before the successful proposer may proceed with the work.

The firm receiving the award will be required to execute a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

Gulf Coast State College reserves the right to terminate agreement at no additional cost due to the lack of and/or poor services. Including proposer not meeting terms set forth in this RFP after Awarded.

10. Representations

Information obtained from an officer, agent, or employee of GCSC or any other person shall not affect the risks or obligations assumed by the Proposer or relieve the Proposer from fulfilling any of the conditions of the contract.

11. Point of Contact

The GCSC Procurement Director will be the only point of contact for this Request for Proposal. Under no circumstances may a proposer contact any member of the District Board of Trustees, GCSC Administrators, or GCSC employees concerning this solicitation until after award. Any such contact may result in proposal disqualification.

12. Proposal Protest

All protests shall be filed in accordance with Section 120.57(3), Florida Statutes, and the GCSC procurement policies. 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.

13. Prohibition on Contingency Fees

Any Firm awarded a contract pursuant to this RFP must warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for that firm, to solicit or secure the contract and that the firm has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the contract.

14. Public Records

Upon award recommendation or thirty (30) calendar days after opening, whichever occurs first, all proposals or other information submitted in response to this RFP shall be public record subject to public disclosure pursuant to the Public Records Act, Chapter 119, Florida Statutes. If a Proposer believes any information submitted to GCSC is exempt from disclosure under the Public Records Act, it must specifically identify the exempt information and provide the statutory basis for the exemption. The Proposer also must provide one additional copy of the submittal on which any information the Proposer claims is exempt has been redacted. The Proposer will be responsible for all costs of GCSC, including attorney's fees, associated with defending any asserted exemption from disclosure under the Public Records Act.

Submittal/Evaluation Information

- 1. Representatives from the Procurement Department will review the Request For Proposals (RFP) for completeness. Those RFPs deemed complete and responsive will be forwarded to a GCSC Evaluation Committee.
- The GCSC Evaluation Committee shall evaluate the RFPs based on the evaluation criteria in Section 287.055(4)(b), Florida Statutes, and this RFP and may request oral presentations no fewer than three (3) Proposers. The GCSC Evaluation Committee will recommend to the GCSC Board of Trustees at least three (3) firms deemed to be most qualified ranked in order of preference.

Upon approval of this short list by the Board of Trustees and authorization to GCSC staff to negotiate a contract with the top ranked firm, negotiations shall proceed with the firm ranked in first place. If staff is unable to negotiate an agreeable contract with the top ranked firm, they will initiate negotiations with the second ranked firm and so on until a contract can be reached or GCSC decides to reject all proposals and withdraw this RFP.

- 3. The provisions of this RFP from Proposers shall not create any legal or other obligation between GCSC and any Proposer (except as expressly set out in this RFP).
- 4. GCSC will make the selections primarily on the basis of the response to this RFP and any further information received from Proposers if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of GCSC. GCSC shall be the sole judge of the award of this project to the respondent considered by the GCSC to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of GCSC.
- 5. Firms will be evaluated based on the following criteria and scoring method.

Gulf Coast State College RFQ# 1-2013/2014 STEM Building Architectural/Engineering Services Evaluation Form

Criteria for Evaluation Proposals	Points Range	Maximum Points	Firm 1	Firm 2	Firm 3	Firm X	Comments/Notes
Vendor Background	0-25	25					
Equipment	0-20	20					
Service and Maintenance	0-25	25					
Training	0-10	10					
Pricing	0-20	20					
TOTAL:	0-100	100					

PROJECT SCOPE AND GOALS

Scope:

The purpose of the Request for Proposal (RFP) is to solicit competitive proposals from qualified vendors to provide digital copier equipment that produces black and white copies, color copies, fax and scan. Proposer to provide pricing for an additional six (6) copiers with coin-vending units and/or other new technology for student usage. Coin vending or other proposed equipment will be optional for this contract. Proposer is to provide services, supplies (excluding paper), maintenance and training on said equipment, to meet the copying needs of Gulf Coast State College at a cost per month basis for unlimited copies.

The college anticipates entering into a multiple year (3 year) agreement with the successful Proposer with two (2) one (1) year renewal options. Proposer must be capable of supplying the specified services on a cost per month basis. Equipment will be leased.

Project Goals:

- 1. Good team work between GCSC staff, the users, and Firm
- 2. A high quality project when completed.
- 3. Provide good printing equipment and services that will meet the needs of the GCSC students, faculty and staff.
- 4. Provide equipment that print black/White, Color, Fax and Scan

Equipment:

The Proposer must be responsible for all delivery and pick-up of leased equipment at the start and end of lease period at no additional cost from contract.

- Provide a list of proposed equipment with black/white, color, and fax and scan features. All equipment to default print to black/white copies. This shall include complete descriptive literature, brochures, and specifications for each model (including accessories) proposed.
- Proposer shall present equipment with electronic reader or methods to alarm Vendor to replace toner, staples and if equipment needs repairs.
- Explain the process for adding machines and indicate the cost to the college for those additions
- Replacement staples and all ink cartridges shall be part of services.
- New replacement toner cartridges only, GCSC does not accept or use refurbished toner cartridges.
- Provide a cost per month to replace existing Work Centre 4118 and Coin Vending units with Vendor equipment and vending units that are equal to or better. This is a chance for vendors to propose new equipment and systems that could perform the same task. If the vendor has a different and/or a new system with your equipment, present it. GCSC selection committee will consider this as an option to this RFP and reserve the right to add or not.

NOTE 1: Copiers are located on GCSC Main Campus, North Bay Campus, Gulf/Franklin Campus and Tyndall

NOTE 2: At any period of lease GCSC has the right to request additional copier(s) at cost per RFP. The Vendor will provide the necessary rental unit(s) until the end of the lease.

Service and Maintenance:

- Delivery and pick up of equipment at the Beginning and ending of contract pricing shall be included in RFP#1-2013/2014
- Provide description and extent of training for service technicians
- Provide a list of services included in proposal and services your firm offers that is unique from your competitors.
- Provide a list of services offered by firm that may benefit GCSC that we're not aware of and give a short description of how it could improve our copier/printing process.
- Vendor will guarantee a response time of four (4) hours or less to calls for service on equipment. Normal working hours are defined as 8:00AM to 4:00 PM., except Saturdays, Sundays, and State holidays. Vendor is required to provide

manufacturer authorized service and parts and to maintain a local service technician available to service GCSC campuses and centers

- The vendor will provide a free replacement copier if copier is going to be out of service for more than 16 hours or two(2) full work days, at no cost to the college. This is a temporary solution until specified machine is repaired. Includes copiers with coin vending unit if GCSC make equipment part of this contract.
- Provide automatic toner delivery to GCSC
- In the event a copier is installed which proves to be unsatisfactory; evidenced by excessive service calls and down time, vendor guarantees to replace copier with a comparable model. Replacement copier shall be equal to or greater than lease copier. Includes copier with Coin vending unit if part of contract.
- Each copier must meet the Underwriter's Laboratories electrical standard for office equipment. A Material Safety Data Sheet (MSDS) must be submitted for chemicals used in the operation of the machine.
- Vendor will be responsible for guidance on the initial set-up of the user code management control (to track a minimum of 300 user accounts). If a memory flash card is available, vendor is responsible to provide for install purposes only, as a time-saving factor
- Vendor must provide all supplies, except paper. Vendor is required to deliver and replenish supplies for all copiers. Shipping charges of all supplies must be covered by Vendor included in monthly price.
- Vendor will be responsible for installing all coin-vend units on student copiers. Vendors may propose equipment that communicates with pay for print (OCS). Copiers for students include paper as part of services by Vendor. Vendor will be responsible for maintenance/repair of coin-vend units during the lease period
- Vendor will be responsible to update software to read all newly designed US currency in all stations and vending units. Newly designed multi-color \$1, \$5, \$10, and \$20 dollar bills must be accepted in all vending units that take bills. Vendors can propose electronic cards for students.
- Vendor will be responsible for technical support, coordinating with GCSC IT Department, in matters pertaining to networking of copiers.
- At the end of contract and/or termination of lease Vendor shall pull all copier hard drives and ensure GCSC that all information has been removed at no cost to college. Vendor shall provide written verification to college.

<u>Training</u>

• Shall provide a detailed description of the training plans and methods that will be provided in accordance with the requirements of RFP#1-2013/2014.

Pricing

• The College has established an equipment copier list Exhibit A with no minimum service and supplies cost per month with unlimited copies. Maintenance Plans include preventative maintenance, repair services, parts, labor and all

consumables, including staples at no additional cost to GCSC. Supplies (excluding paper and shipment of paper), maintenance and cost of proposed Web based Software as described in RFP must be included in your cost per month.

- Provide unlimited transmitted scans and faxes at no cost to GCSC
- The contract will be an initial three (3)-year contract period with two (2) one year options. All copiers will default copy black and white networked digital copier that print/scan/copy/fax as indicated according to Exhibit A. Exhibit A shall identify existing copiers and locations, pricing shall be monthly.
- Price shall remain the same in renewal option years (Option Year 4 and Option Year 5)
- Proposer shall include a description of the proposed Web-Based Application that allows the option to check operation status of networked equipment, collection of meter totals, and user code management reports, all from a remote location. This shall include complete descriptive literature, brochures and specifications. (The most important aspect of this software is to collect meter readings and user code management reports from a remote location and to update or change faculty/staff access in the user code Management system.)
- Provide cost on new technology and/or other services as described above in the Service and Maintenance of RFP.
- Provide a Sample invoice and copy of service agreement.

Meetings:

If GCSC moves forward with RFP, the GCSC staff will chair the Kickoff Meeting. Subsequent to that meeting, then your Firm shall be responsible for scheduling, coordinating, organizing, preparing agendas for, running (chairing), as well as preparing and distributing meeting minutes. Meetings to be held include, but are not limited to:

- Project Kick-off meeting with GCSC Staff
- Coordination and Schedule Meetings (phasing of equipment on campus)
- Training

GULF COAST STATE COLLEGE RISK MANAGEMENT REQUIREMENTS FOR PROFESSIONAL SERVICES

GCSC DEFINED

The term GCSC (wherever it may appear) is defined to mean the Gulf Coast State College itself, its Board of Trustees, officers, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is a party to this agreement, contract or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

HOLD HARMLESS

The Other Party shall indemnify and hold harmless the GCSC, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons employed or utilized by the Other Party in the performance of the agreement or contract.

The Other Party shall hold harmless and indemnify the GCSC against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the **GCSC**'s sole negligence.

PAYMENT ON BEHALF OF GCSC

The Other Party agrees to pay on behalf of the GCSC, and to pay the cost of the GCSC's legal defense, as may be selected by the GCSC, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the GCSC shall be in addition to any and all other legal remedies available to the GCSC and shall not be considered to be the **GCSC**'s exclusive remedy.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

GCSC may order work to be stopped if conditions present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the GCSC.

DRUG FREE WORK PLACE REQUIREMENTS

All contracts or purchase orders with individuals, or organizations that wish to do business with District Board of Trustees of GCSC shall require contractors, subcontractors, vendors or consultants to have a substance abuse policy that adheres to section 440.102 Florida Statutes. In the event an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee shall be denied access to the GCSC's premises and job sites. In addition, if the violation is considered flagrant by the GCSC, and the GCSC is not satisfied with the actions of the contractor, subcontractor, vendor or consultant's employees, the GCSC can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises, or decline to do business with the contractor, subcontractor, vendor or consultant in the future

All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the GCSC's Substance Abuse Policy requirement shall be borne by the contractor, subcontractor, vendor, or consultant.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the GCSC, on policies and with insurers acceptable to the GCSC.

These insurance requirements shall not limit the liability of the Other Party. The GCSC does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the District Board of Trustees of Gulf Coast State College as an additional insured to the extent of the GCSC's interests arising from this agreement, contract or lease. (General Liability and Business Auto)

Except for workers compensation, the Other Party waives its right of recovery against the GCSC, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the GCSC and may be disapproved by the GCSC. They shall be reduced or eliminated at the option of the GCSC. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the GCSC shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of GCSC, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the GCSC's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

ADDITIONAL INSURANCE

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

EVIDENCE/CERTIFICATES OF INSURANCE

Certificate Holder will be addressed as the Gulf Coast State College, 5230 West U.S Highway, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the Gulf Coast State College is to be named as Additional Insured on General Liability and Business Auto.

Each Certificate will address the service being rendered to the GCSC by the Other Party.

Required insurance shall be documented in Certificates of Insurance which provide that the GCSC shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the GCSC at least 15 days prior to coverage renewals.

If requested by the GCSC, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the GCSC, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the GCSC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO.	DATED	
ADDENDUM NO		
Name of Firm:		
Authorized Signature:		
Printed Name:		
Title:		
Date:		

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 872-3843 or email <u>fbrown3@gulfcoast.edu</u> prior to submitting your proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES	NO
NAME(S)	POSITION(S)
Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

DRUG FREE WORKPLACE Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the GCSC for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

E-VERIFY

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

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with GCSC.

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to
	by
	for

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other states and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida Statutes</u>, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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 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. PUR7068 Page 2 of 2

- 5. I understand that a "person" as defined in Paragraph 287.133(1)I, <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its 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 a public entity crime subsequent to July 1, 1989.

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order]

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

	Signature	
Sworn to and subscribed before me on this	s day of	, 20
Personally known	OR Produced identification	
Notary Public- State of		
My commission expires:[printed, typed or stamped commissione	ed name of notary public]

SUB-CONTRACTORS FORM

As the Proposer, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name, Address, 8	& License #:
Work to be performed and amount:	·
Subcontractor Name, Address, 8	License #:
Work to be performed and amount:	
work to be performed and amount.	·
Subcontractor Name, Address, 8	& License #:
Work to be performed and amount:	
Subcontractor Name, Address, 8	& License #:
Work to be performed and amount:	
Subcontractor Name, Address, 8	License #:
Work to be performed and amount:	
Subcontractor Name, Address, 8	License #:
Work to be performed and amount:	
Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

PROPOSAL FORM

This proposal of ______, hereinafter called "Proposer," organized and existing under the laws of the State of ______ doing business as ______ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the District Board of Trustees of Gulf Coast State College, hereinafter called "OWNER."

In compliance with the Advertisement for Proposals, Proposer hereby proposes to perform all work for <u>GCSC Copiers</u> as detailed in this solicitation.

By submission of this Proposal, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Signature:

Date

Print Name

Title

"EXIBIT A"

All Copiers shall copy black & white, color, fax and scan.

CURRENT	LOCATION OF	PROPOSED	MONTHLY	YEARLY RATE
EQUIPMENT	EQUIPMENT	EQUIPMENT	RATE	
EPI Program	MFP3635X S/N:LBP250484			
Health Science	W5645PT S/N:WTD069951			
Off Campus Comm Dev & Dual Enrollment	W5645PT S/N:WTD070500			
Natural Science	W5645PT S/N:WTD069986			
Health Science	W5645PT S/N:WTD069972			
President's Office	W5645PT S/N:WTD068110			
Wellness & Athletics	W5645PT S/N:WTD068560			
Human Resources	W5645PT S/N:WTD068052			
Student Support & Enrollment Mgt	W5645PT S/N:WTD067994			
Corporate College/Continuing Ed	W5645PT S/N:WTD068534			
Trio	MFP36358 S/N:LBT202753			
WKGC	MFP3635S S/N:LBT202774			
Visual & Performing Arts	W5645PT S/N:WTD068115			
Business Affairs	W5645PT S/N:WTD067762			
Success Center	W5645PT S/N:WTD068121			
Enrollment Services	W5645PT S/N:WTD073538			
Language & Literature	W5645PT S/N:WTD065915			
Facilities Mgt	MFP3635S S/N:LBT202362			
Math	W5645PT S/N:WTD069588			
Aquatics	MFP3635S S/N:LBT202764			

Foundation	WC7132P S/N:AYX990696		
Social Science	W5655PTDN		
	S/N:WTD071572		
ATC/Technology	W5645PT S/N:WTD065328		
Financial Aid	MFP3635S		
	S/N:LBT202772 W5645PT		
Business Division	S/N:WTD068330		
Gulf Franklin Center	W5645PT		
	S/N:WTD072421 W5645PT		
Tyndall AFB	VV 5045P1 S/N:WTD067805		
North Bay Center	W5645PT		
	S/N:WTD066066 W5645PT		
North Bay Center	V 5645P1 S/N:WTD068345		
Information Technology	ADD New Copier		
ATC	ADD New Copier		
SUW Testing	ADD New Copier		
TOTAL:			
Work Centre 4118	Locations.		
	(2) Library		
	(1) Health Science		
<u> </u>	(2) North Bay Campus		
	(1) Gulf/Franklin Campus		
TOTAL:			

RFQ #1-2013/2014 SCHEDULE:

11/01/13/ - 12/03/13	Advertise RFQ
11/20/13	Last Day of questions in by 4:00pm
11/22/13	Owner response to Proposers questions (emailed to Proposers and Post on College Procurement website)
12/03/13	Proposals are due 2:00pm and shall be opened by GCSC at 2:00pm
12/04/13 - 12/09/13	Selection Committee review and generate shortlist
12/10/13	Notify shortlist firms and post on GCSC website
12/16/13	Presentations and Ranking of Shortlist Proposers
01/16/14	DBOT award to successful proposer
01/17/14	Notice of Award and post on website