

#### THE DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE

REQUEST FOR PROPOSAL (RFP) FOR GULF COAST STATE COLLEGE ATHLETICS CHARTER BUS SERVICES

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 REQUEST FOR PROPOSALS

**SEALED REQUESTS FOR PROPOSALS (RFP)** from qualified firms to provide Charter Bus 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**Thursday, March **05, 2015**. Sealed submittals shall be opened at **2:00pm (CST) on Thursday, March 05, 2015**.

Request for Proposals shall be submitted in a sealed envelope, plainly marked with respondent's name, address, date and time of opening, and RFP number RFP#1-2014/2015 for GCSC Charter Bus Services.

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, for Charter Bus Services for Gulf Coast State College Athletics and any other groups associated with GCSC College.

RFP NO: 1-2014/2015

RFP documents may be obtained at the Gulf Coast State College Procurement Department, 5230 West U.S Highway 98, and Panama City, FL 32401. Electronic versions of the proposal package are available via internet at: <a href="https://www.gulfcoast.edu/administration-departments/procurement/index.html">https://www.gulfcoast.edu/administration-departments/procurement/index.html</a>. 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 <u>bwashington@gulfcoast</u>

NOTICE TO PUBLISHER: This legal ad to appear on Sunday, February 01, & February 15, 2015

Please forward the original "	Proof of Publication" and the invoice to:
_	Gulf Coast State College, 5230 West Highway 98
A	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: <a href="mailto:gulfcoast.edu/procurement/default">gulfcoast.edu/procurement/default</a>.

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

#### 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 **4:00 pm on Monday**, **February 23, 2015**.

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 Proposals. 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 ½" x 11" papers or if larger documents are required they are to be folded to 8 ½" 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"), 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 Charter Bus Service 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
  - Safety Reports
- c. Business, CDL licenses of drivers and any other professional licenses for all team members which be part of servicing GCSC.
- d. Provide sufficient financial information demonstrating the financial ability of the proposer to meet the terms and conditions of this contract.
- e. 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.
- f. Proposer shall provide a description of firm's experience in providing similar 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.
- 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 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 Charter Bus services.
- i. Information regarding whether the Proposer is a certified minority business enterprise.
- j. The volume of work previously awarded to the firm by GCSC. Current workload and ability to incorporate this contract into workload.

- k. Provide photos of Buses intended for college travel use.
- 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

The Proposer may not change or alter proposal, 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 or 128, 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. Selection of firm will be based on the criteria form shown in 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

The "College" reserves the right, and the "College's" Director of Procurement, has sole discretion, to cancel a solicitation at any time prior to approval of the award by District Board of Trustees of Gulf Coast State College Florida when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the "College" code or Florida law.

- 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 agree to a contract with successful Firm. The Firm selected by the GCSC shall submit a schedule of values to be used to determine 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 overhead and profit prices per mile. All estimates and quotes will provide unit cost pricing to GCSC. The Firm's fees are to be a fixed pricing based per mile for providing the scope of work detailed in RFP#1-2014/2015. Lodging will be paid per trip by college.

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.

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. Protestors are required to post a bond equal to 5% of the accepted proposal per Florida Statute 255.0516. GCSC will follow the statutory procedures for the resolution of protests arising from the contracting process. It's the sole responsibility of the protestor to know and follow all procedures according to 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**

- Representatives from the Procurement Department will review the Request For Proposals (RFP) for completeness and met the requirement as per RFP. Those RFPs deemed complete and responsive will be forwarded to a GCSC Evaluation Committee.
- 2. 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 RFP# 1-2014/2015 GCSC Athletics Charter Bus Services Evaluation Form

Criteria for Evaluation Proposals	Points Range	Maximum Points	Firm 1	Firm 2	Firm 3	Firm X	Comments/Notes
Company's Qualifications/ Approach and Understanding	0 - 40	40					
Drivers Qualification	0 - 20	20					
Training/Safety Programs	0 - 30	30					
Pricing	0 - 30	30					
W/MBE Firm	0 - 10	10					
Proposed Equipment	0 - 35	35					
Replacement/Response Capabilities	0 - 25	25					
References	0 - 10	10					
TOTAL:	0-200	200					

#### SPECIFIC PROJECT REQUIREMENTS

The college evaluation committee will review and read the information provided in the vendor proposal packets and rate criteria according to the Athletics Charter Bus Services Evaluation Form. Description of items listed below:

- Company Qualifications/Approach and Understanding:
  - Reviewing company's qualification/ approach and understanding will be score based on the vendor qualifications, experience and approach to meeting the needs of GCSC Athletics/students transportation to and from events. 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 services, and/or approach to address Athletics/students Charter Bus Services.
  - Proposer shall provide a brief history and/or description of Firm
  - 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
  - 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 services.
    - Name
    - Phone Number(s)
    - Email Address

#### Drivers Qualifications:

Drivers qualifications will be reviewed for proper licenses to ensure us drivers possess proper documentation to operate transportation. Such list any other professional certificates and/or associates. Provide information of drivers' safety records.

 The college prefers drivers to be uniformed and present a professional appearance and demeanor.

#### • Training/Safety Programs:

There must be a list of programs sponsored by the organization that keep your employees up to date with rules, regulation and laws affecting your profession. Provide information that demonstrates firm's safety record of drivers and organization, including programs and/or certifications.

Provide a description or literature pertaining to how your firm evaluates drivers.

#### • Pricing:

Pricing should be the cost of service per mile to the college. Pricing must be provided on transportation to carry from 30 to 54 passengers with proper storage. All pricing includes meals, and tolls. Pricing should be all inclusive except for lodging the college will pay for driver(s) lodging.

- Provide sufficient financial information demonstrating the financial ability of the proposer to meet the terms and conditions of this contract.
- 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.
- <u>Day Travel:</u> is defined as a trip leaving GCSC campus and returning the same day or night. Pricing include travel and food for driver.
- Overnight Travel: is defined as a trip leaving GCSC campus and returning on a different day where overnight stay is included in pricing.
- Cancellations: Provide cost for cancellations of trips by college.

#### • W/MBE:

This is for firms to identify if they are a minority or woman own firm.

#### Proposed Equipment:

Proposer must submit photo and information of equipment that will be used to me the needs of this RFP and services. A description of equipment, age of equipment, condition equipment, features, maintenance records if not new and size of fleet of equipment.

- Equipment must be seven (7) years are less.
- Provide a copy of Department of Transportation certificate(s)
- Luggage storage overhead, under chassis or both
- Safety hatches and/or escape windows or other safety features

#### • Replacement and Response Capabilities:

Provide a brief description on how your firm will respond, commit or guarantee to a timely replace if equipment breaks down or fail at no additional cost to the college. Provide evidence that demonstrates your organization capability to response to equipment failures. Firm must have the ability to respond and provide charter bus within 30 days' notice from college.

#### References:

Proposer shall provide a description of firm's experience in providing similar 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.

#### Service and Maintenance:

Provide a list of services included in proposal and services your firm offers that is unique from your competitors. List should include services offered by firm that may benefit GCSC that we are not aware of and give a short description of how it could improve services.

#### PROJECT SCOPE AND GOALS

#### Scope:

The purpose of the Request for Proposals (RFP) are to solicit competitive proposals from qualified charter bus firms to establish transportation services for GCSC Athletics and GCSC student events. This contract is for all travel requiring charter bus services for Gulf Coast State College. The term charter bus is defined as a 47 (plus) passenger charter bus (licensed by D.O.T) with air conditioning, comfortable seating, overhead storage and lavatory facilities on board. The college is requesting proposals for charter bus services for thirty (30) passengers up to fifty-four (54) passengers with proper storage.

Schedules for Athletics that are provided to vendors along with blanket purchase order at the beginning of each fiscal for the college. A sample of schedules for 2014/2015 fiscal year is attached as Exhibit A. Athletics at Gulf Coast consist of women volleyball, men and women basketball, men baseball and women softball. A fiscal year for the college is from July 1 to June 30<sup>th</sup> of the following year.

The college anticipates entering into a five (5) year agreement with the successful Proposer with a three (3) year contract and two-one (1) year renewal options. Renewal options have to be agreed upon each year by both vendor and GCSC. If the overhead and profit increases for renewal years, GCSC reserve the right to solicit for new proposals.

The college reserves the rights to ask vendor for additional information to help us make a better decision on Request for Proposals and services.

#### **Project Goals:**

- 1. Good team work between GCSC staff, the users, and Vendor
- 2. A high quality services with good dependable equipment that meet or exceed industry standards.
- 3. Develop good communication between all parties.
- 4. Coordination of all Athletics and Student events.

# 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.

#### <u>ADDITIONAL INSURANCE</u>

#### <u>Professional Liability/Malpractice/Errors or Omissions Insurance</u>

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	DATED	
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 <a href="mailto:fbrown3@gulfcoast.edu">fbrown3@gulfcoast.edu</a> 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 Figure	
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.

This sworn statement is submitted to			
by			
for			
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:			
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 state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.			
I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity 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 nolc contendere.			

- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, 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.

Notary Public- State of \_\_\_\_\_

My commission expires:

	9· - ·· -		
5.	I understand that a "person" as defined in person or entity organized under the laws enter in to a binding contract and which b or services let by a public entity, or which public entity. The term "person" includes to employees, members, and agents who are	s of any state or of the United State ids or applied to bid on contracts for otherwise transacts or applies to those officers, directors, executive	es with the legal power to for the provision of goods transact business with a s, partners, shareholders,
6.	Based on information and belief, the state entity submitting this sworn statement. [in		is true in relation to the
	Neither the entity submitting this sypartners, shareholders, employees, mem entity, nor any affiliate of the entity has be subsequent to July 1, 1989.	bers, or agents who are active in t	the management of the
	The entity submitting this sworn start partners, share holders, employees, mementity, or an affiliate of the entity has been subsequent to July 1, 1989.	nbers, or agents who are active in	the management of the
	The entity submitting this sworn starpartners, shareholders, employees, mem entity, or an affiliate of the entity has subsequent to July 1, 1989. However, to Office of the State of Florida, Division of Hearing Officer determined that it was a sworn statement on the convicted vender	bers, or agents who are active in the been charged with and convicte here has been a subsequent property and the hot in the public interest to place	the management of the door a public entity crime occeeding before a Hearing Final Order entered by the the entity submitting this
TH ON WH PR IN	NDERSTAND THAT THE SUBMISSION E PUBLIC ENTITY IDENTIFIED IN PAR LY AND, THAT THIS FORM IS VALID THICH IT IS FILED. I ALSO UNDERSTAND IOR TO ENTERING INTO A CONTRACT SECTION 287.017, FLORIDA STATUT ORMATION CONTAINED IN THIS FORM	AGRAPH 1 (ONE) ABOVE IS FOUTH THROUGH DECEMBER 31 OF TO THAT I AM REQUIRED TO INFOUR IN EXCESS OF THE THRESHOUS FOR CATEGORY TWO OF	OR THE PUBLIC ENTITY THE CALENDAR YEAR IN DRM THE PUBLIC ENTITY DLD AMOUNT PROVIDED
		Signature	
Sw	orn to and subscribed before me on this _	day of	, 20
Pe	sonally known	OR Produced identification	

[printed, typed or stamped commissioned 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, Addres	S, & License #:
·	
Work to be performed and amo	unt:
Subcontractor Name, Addres	s, & License #:
Work to be performed and amo	unt:
	<u> </u>
Subcontractor Name, Addres	s, & License #:
Work to be performed and amo	unt:
Subcontractor Name, Addres	s, & License #:
Work to be performed and amo	unt:
Subcontractor Name, Addres	s, & License #:
Work to be performed and amo	unt:
Subcontractor Name, Addres	s, & License #:
Work to be performed and amo	unt:
·	
Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

# **PROPOSAL FORM**

business as partnership" or "ar	zed and existing under the law n individual" as applicable), is c Coast State College, hereinaf	(Insert a corporation", "a hereby submitted to the District Board
<u>-</u>	•	posals, Proposer hereby proposes to harter Bus services as detailed in this
Proposal each par been arrived at ind	ty thereto certifies as to its ov	r certifies, and in the case of a joint or organization, that this Proposal has on, communication or agreement as to her competitor.
	COST PER MILE	TYPE OR SIZE CHARTER BUS
DAY TRIP:	\$	
	\$	
	\$	
	\$	
OVERNIGHT TRIP:	\$	
	\$	
	\$	
	\$	
CANCELLATION FEE	Fixed Price per Trip	
Signature:	Da	nte
Print Name		
Title		

# RFP #1-2014/2015 SCHEDULE:

01/30/15 - 03/05/15	Advertise RFP
02/23/15	Last Day of questions in by 4:00pm
1/25/15	Owner response to Proposers questions (emailed to Proposers and Post on College Procurement website)
03/05/15	Proposals are due 2:00pm and shall be opened by GCSC at 2:00pm
03/11/15	Selection Committee review and generate shortlist
03/13/15	Notify shortlist firms and post on GCSC website
03/24/15	Presentations and Ranking of Shortlist Proposers
04/09/15	DBOT award to successful proposer
04/10/15	Notice of Award and post on website