



THE DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE

**INVITATION FOR BIDS (IFB) FOR GULF COAST STATE COLLEGE CENTRAL
PLANT RENOVATION**

**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 INVITATION FOR BIDS**

SEALED INVITATION FOR BIDS (IFB) from qualified firms to provide Construction/Renovation 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 Wednesday, March 25, 2015**. Sealed submittals shall be opened at **2:00pm (CST) on Wednesday, March 25, 2015**. **There is will be a Scope of Work meeting scheduled at 9:00 AM (CST) on March 06, 2015 at the Gulf Coast State College Main Campus.**

Invitation For Bids shall be submitted in a sealed envelope, plainly marked with respondent's name, address, date and time of opening, and IFB number IFB#3-2014/2015 for GCSC Central Plant Renovation.

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

Description of Work: This is advertisement for bids, for construction repairs and renovation of GCSC Central Plant in accords to plans and specifications.

IFB NO: 3-2014/2015

IFB 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 bid package are available via internet at: <https://www.gulfcoast.edu/administration-departments/procurement/index.html>. Inquiries regarding this IFB 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 bids in whole or in part, to withdraw the IFB, to waive informalities in the solicitation documents, to obtain new bids, or to postpone the opening pursuant to the Gulf Coast State College Procurement Policy. Each bid 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, March 01, 2015

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 BIDDERS

1. Bid Documents

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

It is the intent of this Invitation For Bids (IFB) to solicit bids from interested Firms that are capable of performing services.

2. Questions Regarding IFB:

Bidders shall direct any questions regarding this IFB in writing to GCSC Procurement Director, Fred Brown, at fbrown3@gulfcoast.edu. All questions shall be submitted before **4:00 pm on Wednesday, March 11, 2015.**

GCSC will respond in writing to any questions regarding the IFB submitted in writing prior to the deadline identified above. Such responses will be issued as an addendum to this Invitation for Bids. 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 IFB or in any addendum to this IFB shall be binding on GCSC.

3. Bid Form

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

4. Bid Submittal Requirements

All bidders and all bidders' subcontractors shall have the following certifications and qualifications.

- 1. State of Florida Business License**
- 2. Provide Proof of Insurance for the State of Florida**
- 3. License State of Florida General/Building Contractor**

Each Bidder being considered for this project is required to submit a Statement of Qualifications. The SOQ shall include sufficient information to enable GCSC to evaluate the qualifications of the Bidder 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. Bids should be stapled together or bound with comb binding. Bids submitted in 3 ring binders **will not** be accepted. Submit one (1) original (plainly marked "ORIGINAL"), and one (1) readable CD of the Bid to:

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

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

- a. Bidder 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
 - Organization chart of management to include names, titles, work telephone numbers and work addresses
- c. Business, Certifications, education 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 bidders to meet the terms and conditions of this contract.
- e. Bidder 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. Bidder 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. Bidder shall provide a single point of contact for matters in relation to the bid and understand award of this bid 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 renovation of the central plant according to plans and specifications.
- i. The volume of work previously awarded to the firm by GCSC. Current workload and ability to incorporate this contract into workload.
- j. Change order history showing dollar amounts and time extensions over the past three (3) calendar years.
- k. Addendum Acknowledgement Form

- l. Anti-Collusion Clause Form
- m. Conflict of Interest Form
- n. Drug Free Workplace Form
- o. E-verify Form
- p. PUR 7068 Public Entity Crime Form
- q. Labor and Material Payment Bond
- r. Performance Bond

The Bidder may not change or alter bid, or work as detailed at any time after bid opening from what was presented in their IFB unless approved by GCSC.

5. Delivery

Each bid 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 bids. Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that their bid submittal is received on time. Late submissions will be rejected.

6. Withdrawal of Bids

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

7. Basis of Award

GCSC will award contract to the lowest responsible bidder who has bid the lowest qualified Contract Sum.

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 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 bids received;
- b. withdraw this IFB
- c. select and award any portion of any or all bid items;
- d. waive minor informalities and irregularities in the bidder's submittal.

A bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this IFB. A bid may be non-responsive by reasons including, but not limited to, failure to utilize or complete prescribed forms, conditional bids, incomplete bids, indefinite or ambiguous bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of bids include evidence of collusion among bidders, obvious lack of experience or expertise to

perform the required work, submission of more than one bid 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. Bids 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 GCSC. The total of the Schedule of Values in the draw schedule will be the lump sum 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.

Bids shall be on the basis of Lump Sum and shall be compensation in full for the complete work. The lump sum prices shall include all charges for completing the work; permits, include furnish and installing materials, layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination. Bidders shall direct any questions or defectives to the Gulf Coast Procurement Office at least ten (10) calendar days prior to the bid opening date. Bid shall include sales tax and all other applicable taxes and fees. Lump sum fixed pricing shall be based on the plans and specifications detailed in IFB#3-2014/2015.

The successful bidder 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 bidder 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 bidder 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 bidder not meeting terms set forth in this IFB 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 bidder or relieve the bidder 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 Invitation for Bids. **Under no circumstances may a bidder 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 bid disqualification.

12. Bid 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 bid 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 IFB 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 bids or other information submitted in response to this IFB shall be public record subject to public disclosure pursuant to the Public Records Act, Chapter 119, Florida Statutes. If a bidder believes any information submitted to 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 bidder also must provide one additional copy of the submittal on which any information the bidder claims is exempt has been redacted. The bidder will be responsible for all costs of GCSC, including attorney's fees, associated with defending any asserted exemption from disclosure under the Public Records Act.

15. Construction Time

The agreement will include a stipulation that the work be completed in a period of calendar days following receipt of the Notice to Proceed. **The contractor must provide the amount of calendar days to complete project as part of bid.** Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$1,000.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Bay County as being completed. For purposes of time calculation, day one of the project is the calendar day after the Notice to Proceed date. Contractor must provide college with a schedule of project before construction work starts shown using calendar days.

Weather days will be agreed upon weekly between contractor and GCSC. Both parties must agree that weather affected the work being performed that day. If a contractor planned not to be on site and it rains the contractor can expect not to receive a weather day.

16. Tie Bids

In the case of tie bids, monetary as well as all award criteria identified being equal, the award shall be made based on the flip of a coin by the Vice President of Administration & Finance before at least three witnesses.

GENERAL TERMS AND CONDITIONS

1. Enough detail is given in the bid to describe the item being bid, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this bid if any discrepancy exists.
2. Plans, Specifications, Special Provisions and other documents shall be considered a part of the Bid Form whether attached or not. Where there is conflict between drawing and specifications or what exist in the field it is sole responsibility of contractor and/or subcontractors to seek clarification.
3. Prospective Bidders must be able to show that they are capable of performing each of the various items of work upon which they bid and that the equipment necessary for the prosecution of the work is available. The Bidder shall be licensed as a Contractor when required by state law. Such license shall be in effect prior to the date and time specified for receipt of bids by GCSC.

4. Bonds

A Bid Bond is not required for the current project. Award will be given to the bidder selected by the College with a qualified bid. Prior to signing the Contract, the selected Contractor will secure and post a Labor and Materials Payment Bond and Performance Bond, each in the amount of 100% of the Contract Sum. All such bonds shall be issued by a Surety acceptable to Gulf Coast State College. The College will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

5. The Work

Intent is for the Contractor to provide for construction, completion in every detail of the work, furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.

The College Designated Representative shall have the right to make alterations in the drawings or specifications as considered necessary or desirable during the progress of the work for satisfactory completion of the work. No alterations shall be made which will result in a substantial change in the general plan, character, or basic scope of the work.

Upon completion of the work, before acceptance by the Engineer or Architect of Record and before final payment, the Contractor shall remove all equipment, surplus, discarded materials, rubbish and temporary structures and shall restore, in an acceptable manner, all property, both public and private, damaged during the performance of the work.

This contract requires compliance with all standard construction safety practices and OSHA safety requirements.

6. Control of the Work

The County will furnish the Contractor a maximum of three (3) sets of reproducible copies of the drawings and specifications as required for the particular project.

The Contractor shall take no advantage of any apparent error or omission which he might discover in the drawings or specifications. In the event that an error or omission is discovered by the Contractor, he shall, within 24 hours of such discovery, notify the College Representative who shall then make such corrections and interpretations deemed necessary for reflecting the actual spirit, intent, and scope of the drawings and specifications.

Gulf Coast State College President and/or Vice President of Administration & Finance shall have the final say on all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the drawings and specifications.

Failure to remove or refusal by the Contractor to remove defective materials or work, or make necessary repairs to damaged work shall be cause for the College Representative to make the necessary corrections at the expense of the Contractor with such monies being deducted from the contract amount or charged against the contract or bonds.

The Contractor shall notify the College Designated Representative when the project is substantially complete. If the College Representative determines the project is substantially complete, a "Certificate of Substantial Completion" will be issued by GCSC.

The Contractor shall maintain all work in first-class condition until it has been completed as a whole and accepted by the College Designated Representative. The Contractor shall be responsible for the security and protection of all materials used in the project until a "Notice of Completion" is issued by GCSC.

Any written claim for compensation due to delays, additional, or extra work shall include the following:

- For delay claims, provide a critical path schedule showing the delay is due to a controlling item of work and the early start, late start, early finish, late finish and the critical path;
- a detailed factual statement providing dates, locations, and items of work affected in each claim;
- the date on which actions or conditions resulting in the claim became evident.
- all pertinent documents and substance of any material written communications relating to the claim and the name of the persons making the oral communications;
- the written claim shall identify the provisions of the contract which support the claim along with a detailed explanation as to why these provisions support the claim;
- a detailed breakdown of compensation sought for labor expenses, additional material and supplies, listing of each piece of equipment and cost, any direct damages and any indirect damages and all documentation in support thereof.
- equipment rental rates that are based on Blue Book Rental rates.

The College will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage.

The College expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the College deems the delay claim to be valid, the Contractor's claim shall only be

for labor, equipment and materials that are delayed due to the controlling work item. If the College determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

Unless otherwise stated in the plans or specifications, the term "install" shown in the plans and specifications shall be interpreted by the contractor to mean the same as "furnish and install", which means the contractor shall provide all materials, equipment and labor to completely install the item shown in the plans or specifications.

7. Material Control

Only materials conforming to the requirements and intent of the drawings and specifications will be used and all such materials not specifically identified in the plans and specifications will be approved by the Engineer or Architect of Record prior to use to perform the work.

The Contractor shall ensure that College personnel have entry at all times to the construction site in order to inspect and evaluate any or all materials used for performing the work. The College Designated Representative shall have the right to sample and test any or all materials used in performing the work. Copies of any tests accomplished by the College Designated Representative will be provided to the Contractor.

Materials shall be stored as specified in the contract documents or as per the material manufacturer's recommendations. The protection of stored materials shall be the responsibility of the Contractor and the College shall not be liable for any loss, theft or damage to stored materials.

Any materials found to be defective by the Contractor or the College Designated Representative shall be removed from the work or place of storage at the Contractor's expense and replaced at the Contractor's expense. Failure or refusal by the Contractor to accomplish the removal and replacement of defective materials from the work or place of storage shall be grounds for the College Representative to do same at the expense of the Contractor and such expense deducted from the contract amount or from the bond.

8. Contractor Responsibilities

The Contractor shall relieve the College from any and all claims arising from claims by holders of trademarks, patents or copyrights used or incurred by the Contractor in performing the work.

The Contractor shall preserve from damage all public and private property around the area of construction and adjacent to the work. If the Contractor fails to restore such property, the College Designated Representative, upon written notification, as deemed necessary, may proceed to repair the damaged property and the cost deducted from the contract sum.

Final acceptance will not be given nor will bond be released unless any and all claims against the Contractor are paid or the Contractor has otherwise been relieved of the claim.

Until acceptance of the work by the College Designated Representative, the work shall be under charge and custody of the Contractor and he shall take every precaution against injury or damage to the work by the action of the elements or from other causes.

The contractor is responsible for including all taxes in bids and paying all taxes according the federal, state and local laws.

9. Prosecution and Progress

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of GCSC.

The Contractor shall commence work on or after the Notice to Proceed date and shall provide sufficient resources to insure completion of the work within the time limit set forth. Should the Contractor fail to provide sufficient resources to assure timely progress and if he fails to perform the work within the specified time, the College shall have ground to claim default.

The Contractor shall schedule his operations to minimize any inconvenience to adjacent businesses or classes. The Contractor shall take special precautions to restrict his major operations in performing the work to what is commonly understood to be "normal" or "standard" working hours. Work performed at other periods requires preapproval from the College Designated Representative.

The Contractor shall maintain reasonable access at all times to all businesses, classes and property adjacent to construction area that is impacted by the construction.

The Contractor shall assure that all supervisory personnel employed by him are fully qualified and competent to properly perform the work in coordination with other trades at the work and can perform the work within the specified periods of time.

The Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. The superintendent shall be capable of properly interpreting the Contract Documents and shall be thoroughly experienced in the type of work being performed. The superintendent shall have full authority to receive instructions from the College Designated Representative and to execute the orders or directions of the College Designated Representative, including promptly supplying any materials, tools, equipment, labor and incidentals that may be required. This superintendent must be at the project site to supervise sub-contractors. The superintendent must speak and understand English.

Contractor shall designate a responsible person who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week who is the point of contact during emergencies.

The College shall have the authority to suspend the work, wholly, or in part, for such periods as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performance of the work.

The contractor is responsible to the college by law to provide a one year construction warranty on all new construction work performed by the contractor.

The contractor must provide closeout document on all new construction at the completion of project before a final payment by the college and the Notice of Competition is issued.

Substantial completion stops construction time meaning owner is taking possession but a punch list must be generated giving contractor 30 days to complete. Thereafter completion on punch list and owner agrees punch list was completed the Notice of Completion and final payment will be made.

The Contractor shall not perform any work outside the scope of work, plans and specifications unless they have received a written signed change order from a Gulf Coast State College Representative including changes with Architect and Engineer.

10. Payments and Acceptance

Payment by GCSC is net 30 days from receipt of invoice. Final payment with contractor retainage is issued at the period the Notice of Completion is issue, not at substantial completion.

Payment will not be made until the work invoiced is completed in full.

The Contractor shall accept the compensation as provided in the contract as full payment for furnishing all materials and for performing all work contemplated under the contract.

The contract price shall include all labor, equipment, material, tools and incidentals required for completing the work.

The College retains the right to cancel portions or expand the scope of work after a fair and just adjustment is agreed to with the Contractor.

The Contractor will receive partial payment based upon the amount of work completed as determined by the College Designated Representative, to include stored material. The College will withhold retainage in the amount of 10 percent of the total work completed at the date of the Contractor's invoice. The Contractor may reduce the retainage amount as allowed by Florida Statutes.

Any partial payments will be subject to withholding by the College pending any unsatisfied claims brought against the Contractor for labor or materials.

Any partial payments will be subject to withholding by the College Designated Representative pending any unsatisfied completion or restoration of any assertion for defective or damaged work or materials.

In the event of dispute regarding amounts due to the Contractor, the College reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the Contractor's original records pertaining to the work.

Whenever the work provided for under the contract has been completely performed by the Contractor, and the final inspection and final acceptance has been made, and it is proven to the College that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any penalties assessed, shall be paid to the Contractor. Upon final payment the Contractor shall provide the College a statement that he has been paid all monies due and that the work was performed in accordance with the Contract Documents.

The payments of sub-contractors, material, men and suppliers shall comply with Section 255.071 of Florida Statues.

Within seven (7) working days following each payment to the Contractor, the Contractor shall pay respective amounts allowed by the College for all materials, all equipment installed in the work, all work performed by sub-contractors to the extent of each sub-contractor's interest in the Contractor's amount of payment.

On monthly invoices subsequent to the first invoice submitted there shall be a signed statement indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Contractor. The statement shall be:

“This is to certify that payment has been made for invoiced materials, equipment, and sub-contractor work included in previous invoices numbered _____ thru _____” for **IFB#3-2014/2015 Central Plant Renovation.**

Signed By: _____

h. Date of final payment shall be the commencement of all warranties and guarantees. If the County reasonably determines that the Contractor or Vendor has breached any of the warranties provided herein, then the Contractor or Vendor shall perform the necessary work to comply with its warranties and shall pay to the owner its reasonable costs to investigate and then identify the breach of warranty claim.

PROJECT SCOPE AND GOALS

Scope:

The purpose of the Invitation for Bids (IFB) is to solicit competitive bids from qualified contractor to provide construction services. This contract is for, permits, and a full turnkey project to renovate the Firing Range Towers at Gulf Coast State College Central Plant in according with plans and specification by Schmidt Consulting Group, Inc. The contract will be a lump sum proposal award via purchase order for the agreed upon amount. Contractor pricing must be for a complete turnkey project.

Plans are dated December 08, 2014 and consist of sheet: G000, S101, S201, S301, M001, M101, M201, M301 and E101. Specifications are dated October 31, 2014

Project Goals:

1. Good team work between GCSC staff, the end user, and contractor
2. A high quality services, material and craftsmanship that meet or exceed industry standards.
3. Develop good communication between all parties.
4. Coordination of all construction phases.

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 GCSC's premises and job sites. In addition, if the violation is considered flagrant by GCSC, and GCSC is not satisfied with the actions of the contractor, subcontractor, vendor or consultant's employees, 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 GCSC, on policies and with insurers acceptable to GCSC.

These insurance requirements shall not limit the liability of the Other Party. 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 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 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 GCSC. They shall be reduced or eliminated at the option of 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 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 non-ownership 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 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 GCSC by the Other Party.

Required insurance shall be documented in Certificates of Insurance which provide that 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 GCSC at least 15 days prior to coverage renewals.

If requested by 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 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 _____

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 fbrown3@gulfcoast.edu 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), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity 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), 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)I, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter 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, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires: _____
[printed, typed or stamped commissioned name of notary public]

SUB-CONTRACTORS FORM

As the Bidder, 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, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Subcontractor Name, Address, & License #: _____

Work to be performed and amount: _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

LABOR AND MATERIAL PAYMENT BOND

BY THIS BOND, We, _____ as Principal and _____, a corporation, as Surety, are bound to the DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE, as College, in the sum of \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

Principal and GCSC entered into a contract dated _____, 2012 for _____, which is incorporated by reference.

THE CONDITIONS of this bond is such that

1. If the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void. Otherwise, it shall remain in full force and effect.

2. If Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Further, no final settlement between GCSC College and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Now, therefore, if the Contractor shall promptly make payment to all claimants, defined below, for all labor and material used or required for use in performing the obligations of this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and Sealed this _____ day of _____, 2012.

CORPORATE PRINCIPAL

Attest:

By: _____

Seal:

Its: _____

Acknowledged and subscribed on _____, 2012, before the undersigned authority by _____, as the _____ of the Corporation named as Principal and with due authorization of the Corporation.

Notary Public

SURETY

Attest:

By: _____

Seal:

Countersigned:

By: _____

Attorney-in-Fact, State of Florida

PERFORMANCE BOND

BY THIS BOND, We, _____ as Principal and _____, a corporation, as Surety, are bound to the DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE, as College, in the sum of \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITIONS of this bond are that if Principal:

1. Performs the contract dated _____, 2012, between Principal and the GCSC College for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that GCSC sustains because of a default by Principal under the contract; and
4. Performs the guarantee and warranty of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section [255.05](#)(2), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

The Surety and the Contractor consent and yield to the jurisdiction of the Civil Courts in and for Bay County, Florida.

CORPORATE PRINCIPAL

Attest:

By: _____

Seal:

Its: _____

Acknowledged and subscribed on _____, 2012, before the undersigned authority by _____, as the _____ of the Corporation named as Principal and with due authorization of the Corporation.

Notary Public

SURETY

Attest:

By: _____

Seal:

Countersigned:

By: _____

BID FORM

This bid of _____, hereinafter called "Bidder," 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 Bids, BIDDER hereby proposes to perform all work for GCSC Central Plant Renovation as detailed in this solicitation.

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

| | Lump Sum Pricing |
|------------------------------|-------------------------|
| Demolition | \$ |
| Structure | \$ |
| Mechanical | \$ |
| Electrical | \$ |
| Overhead & Profit | \$ |
| Total Cost | \$ |

Total Lump Sum Price for a turnkey renovation is \$ _____

Signature:

Date

Print Name

Title

IFB #3-2014/2015 SCHEDULE:

| | |
|---------------------|--|
| 02/23/15 - 03/25/15 | Advertise IFB |
| 03/06/15 | Bid Meeting on Site at Central Plant at GCSC Main Campus 9:00 AM (CST) |
| 03/11/15 | Last Day of questions in by 4:00pm |
| 03/13/15 | Owner response to Bidders questions and Post on College Procurement website |
| 03/25/15 | Bids are due 2:00pm and shall be opened by GCSC at 2:00pm |
| 03/26/15 | Post Intent to Award on GCSC website |
| 04/09/15 | DBOT Approval and award to successful Bidder |
| 04/10/15 | Notice of Award and post on website |