



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

REQUEST FOR PROPOSAL (RFP) FOR GULF COAST STATE COLLEGE WKGC-AM/FM/HD FINANCIAL AUDIT 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 Financial Audit Services for Gulf Coast State College WKGC-AM/FM/HD radio station, 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, July 15, 2015**. Sealed submittals shall be opened at **2:00pm (CST) on July 15, 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#7-2014/2015 for WKGC-AM/FM/HD Financial Audit Services.

**Please submit one (1) original (Marked Original) and one (1) electronic version (readable CD or jump drive) of your proposal package to GCSC Procurement.**

**Description of Work:** This is advertisement for proposals, to public accounting firms to perform an annual audit for the WKGC-AM/FM/HD radio station for the fiscal year ending June 30, 2015. Contract will offer additional years up to 2019

**RFP NO: 7-2014/2015**

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: <https://www.gulfcoast.edu/administration-departments/procurement/index.html>. Inquiries regarding this RFP should be directed to Fred Brown, Procurement Director, via email to: [fbrown3@gulfcoast.edu](mailto:fbrown3@gulfcoast.edu) or FAX to (850) 767 8043.

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

**Gulf Coast State College is an Equal Opportunity Employer.**

Submitted by Brenda Washington  
Senior Purchasing Assistant/Buyer  
[bwashington@gulfcoast](mailto:bwashington@gulfcoast)

**NOTICE TO PUBLISHER: This legal ad to appear on Sunday, June 14 and June 28 16, 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](mailto: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: [gulfcoast.edu/procurement/default](http://gulfcoast.edu/procurement/default). All information pertaining to this RFP will be kept on [gulfcoast.edu/procurement/default](http://gulfcoast.edu/procurement/default). Web site and it is the sole responsibility of proposer to keep up with posted information.

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](mailto:fbrown3@gulfcoast.edu). All questions shall be submitted before **4:00 pm on Monday, July 06, 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 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 Certified Public Accountant (Florida Statues Chapter 473)**

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 **will not** 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 experience as a Certified Public Accounting firm providing 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
  - Organization chart of management to include names, titles, work telephone numbers and work addresses
- c. Statement of Qualifications, Business, Certifications, education and any other professional licenses for all team members which will 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. References.
- j. Addendum Acknowledgement Form

- k. Anti-Collusion Clause Form
- l. Conflict of Interest Form
- m. Drug Free Workplace Form
- n. E-verify Form
- o. 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 the GCSC Procurement Director at any time prior to the deadline for proposal.

## **7. Basis of Award**

GCSC will rank 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 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 or issue a purchase order 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 Firm's fees are to be a fixed pricing based on the scope of work detailed in RFP#7-2014/2015.

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.

**Terms of the Audit: The contract for audit services is for fiscal year 2014/2015. The college reserves the rights to extend this agreement annually up to an additional four (4) years. This contract potentially can continual through fiscal year July 01, 2018to June 30, 2019.**

## **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

1. 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 (**if college deem necessary**). 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# 7-2014/2015 WKGC-AM/FM/HD Financial Audit Services Evaluation Form**

<b>Criteria for Evaluation Proposals</b>	<b>Points Range</b>	<b>Maximum Points</b>	<b>Firm 1</b>	<b>Firm 2</b>	<b>Firm 3</b>	<b>Firm X</b>	<b>Comments/Notes</b>
<b>Company's Qualifications</b>	0 – 25	20					
<b>Approach and Understanding</b>	0 – 20	20					
<b>Statement of Qualifications</b>	0 – 15	15					
<b>Pricing</b>	0 – 35	30					
<b>W/MBE Firm</b>	0 – 05	05					
<b>References</b>	0 - 10	10					
<b>TOTAL:</b>	0-100	100					

## **SPECIFIC PROJECT REQUIREMENTS**

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The college evaluation committee will review and read the information provided in the vendor proposal packets and rate criteria according to the WKGC-AM/FM/HD Financial Audit Services Evaluation Form. Description of items listed below:

Gulf Coast State College operates WKGC-AM/FM/HD; a FCC licensed Public Radio Station. WKGC is located on the Main Campus in Panama City, Florida. WKGC broadcasts National Public Radio and local programs that inform, enrich, and entertain the public. WKGC serves listeners with the comprehensive music and information programs that reflect current affairs, history, and art/culture. As well as analog, WKGC broadcasts its signal in digital, high definition (HD) format.

- The financial audit is to determine whether:
  - The financial statement present fairly the financial position, results of operations, and cash flows or changes in financial positions in accordance with generally accepted accounting principles.
  - Whether the audit entities have complied with laws and regulations for those transactions and events that may have a material effect on the financial statement.
- The financial related audit will include determining whether:
  - Financial reports and related items are fairly presented
  - Financial information is presented in accordance with established or stated criteria
  - The audit entities have adhered to specific financial compliance requirements.

As part of the audit of the general purpose financial statements, the annual audit will include obtaining an understanding of the audit entities internal control and reporting any reportable conditions relating to the internal control systems coming to the attention of the auditors. To comply with office of Management and Budget Circular A-133, a study and evaluation of internal control will include internal accounting and administrative controls for major federal financial assistance programs, in accordance with standards for risk assessment for major federal financial assistance. Any material weakness noted during the study and evaluation of internal accounting and administrative controls and other kinds of noncompliance and questioned costs will be reported in accordance with the Single Audit act.

### **Company Qualifications/:**

- 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
- Business, contractor licenses and any other professional licenses for all team members.
- 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.
- 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.
- 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
- Describe staff rotation plans for audit team members if this is to be a multiyear contract.
- Provide a list of names of staff to be assigned to this contract

### **Approach and Understanding**

- Describe clearly the proposer understands work to be performed. Approach and understanding of audit services. This should be a narrative description and any applicable illustrations to show that the firm understands the need of GCSC for Financial Audit Services.
- Provide definitions of terms "generally accepted government auditing standards" with clear distinction between these standards and general accepted auditing standards for nongovernmental engagements.
- Explain the proposer's approaches to performing an annual audit, including the methodology, nature, timing and extent of audit procedures to be performed.
- Describe how the approach to performing the audit would be affected if this were multiyear contract
- Provide information showing proposer meets the independence standards of Government Auditing Standards, United States General Accounting Office (GAO); including but not limited to direct and indirect financial interest, and the relationship of the proposed audit team to employees of any of the audit team to employees of any of the audit entities and any of the Gulf Coast State College District Board of Trustees.
- Describe the Proposer's range of activities performed by the local office such

as auditing & review, accounting & compilation, payroll & tax, and/or management services.

- Describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last two years.
- Provide the names and qualifications of any needed outside specialists and consultants that will assist the Proposer's staff members.
- Describe the Proposer's policy on notification of changes in key personnel.
- Describe the level of assistance that will be expected from Gulf Coast State College or the audit entities' personnel.

**Statement of Qualification (SOQ):**

- The Proposer will furnish satisfactory evidence of capability to provide in a professional and timely manner the services stated in the request for qualifications. To meet this requirement:
- Provide the name of the external quality control review organization of which proposer is a member and proposer's length of membership.
- State whether the firm has received a peer review and whether in the most recent review an unqualified report was issued.
- State whether the Proposer is currently under the terms of a public or private reprimand by the Florida Board of Public Accountancy and/or licensing boards of other states.
- Provide evidence that the Proposer has experience in performing school district/government audits. List relevant current and past audit clients along with the names, telephone numbers and email addresses of contact persons and numbers of years audit services were provided. Where appropriate, state the average enrollment of the public schools on the list.

**Pricing:**

Pricing includes budgeted hours, time lines, and sequence for audit procedures.

- Pricing will be a lump sum amount for all services to provide per fiscal year. A fiscal year is defined from July 01 to June 30 for the college.
- Pricing must be shown for each fiscal year
- On the multi-year pricing give a price for all services if the college agreed to a multi-year contract and provide all discounts to cost.

**W/MBE:**

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

**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.

## **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](mailto: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)**

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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]

## PROPOSAL FORM

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

In compliance with the Advertisement for Proposals, Proposer hereby proposes to perform all work for GCSC WKGC-AM/FM/HD Financial Audit Services as detailed in this solicitation.

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

Financial Audit Services	Lump Sum Pricing	Multi- Year Contract	Lump Sum Pricing
2014 - 2015	\$	Two-Year Contract	\$
2014 - 2015	\$	Three-Year Contract	\$
2014 - 2015	\$	Four-Year Contract	\$
2014 - 2015	\$	Five-Year Contract	\$
2014 - 2015	\$		
<b>Total:</b>	\$		

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

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**RFP #7-2014/2015 SCHEDULE:**

06/08/15 - 07/15/15	Advertise RFP
07/06/15	Last Day of questions in by 4:00pm
07/08/15	Owner response to Proposers questions (emailed to Proposers and Post on College Procurement website)
07/15/15	Proposals are due 2:00pm and shall be opened by GCSC at 2:00pm
07/17/15	Selection Committee review and rank
07/20/15	Notify firms and post on GCSC website
07/23/15	DBOT award to successful proposer
07/27/15	Notice of Award and post on website