



Request for Proposal
RFP #1-2018/2019 Campus-Wide HVAC
Replacement Project

PROCUREMENT OFFICE
5230 West U.S Highway 98, Room 126
Panama City, Florida 32401

Due on August 28, 2018 @ 2:00 PM CT

TABLE OF CONTENTS

Advertisement for Proposals	3
Instruction to Proposers	4-8
Submittal/Evaluation Information	9
Criteria for Evaluation of Proposals	10
Project Scope & Goals	11-16
Risk Management Requirements	17-20
Addendum Acknowledgement Form	21
Anti-Collusion Clause Form	22
Conflict of Interest Disclosure Form	23
Drug Free Workplace Form	24
E-Verify Form	25
Public Entity Crime Form (PUR7068)	26-27
Sub-Contractors Form	28
Labor & Material Payment Bond	29
Performance Bond	30
Proposal Form	31
RFP Schedule	32

**THE DISTRICT BOARD OF TRUSTEES OF
GULF COAST STATE COLLEGE
NOTICE OF REQUEST FOR PROPOSALS**

SEALED REQUESTS FOR PROPOSALS (RFP) from qualified firms to replace HVAC units for Gulf Coast State College on the Panama City campus. Proposals shall be received by the **DISTRICT BOARD OF TRUSTEES OF GULF COAST STATE COLLEGE** at the Procurement Office, 5230 West U.S Highway 98, Panama City, Florida 32401 up until **2:00 PM (CT) on Thursday, August 28, 2018** with sealed submittals opened at **2:00pm (CT). There will be a Mandatory pre-proposal meeting and walk-through at 9:00AM (CT) on Friday, August 3, 2017** at Gulf Coast State College, Administration Conference Room 238, 5230 West Highway 98, Panama City, FL 32401

Request for Proposals shall be submitted in a sealed envelope, plainly marked with respondent's name, address, date and time of opening, and RFP #1-2018/2019 for College-Wide HVAC Replacement Project on Panama City campus.

Please submit one (1) original (Marked Original), three (3) copies and one (1) electronic thumb drive of your proposal package to Gulf Coast State College Procurement Office.

Description of Work: This is an advertisement for proposals, to remove and properly dispose of existing HVAC units. Provide ALL labor and materials for new HVAC units for six (6) buildings, which is located at Gulf Coast State College Panama City campus.

RFP NO: 1-2018/2019

RFP documents may be obtained at the Gulf Coast State College Procurement Office, 5230 West U.S Highway 98, Panama City, FL 32401. Electronic versions of the proposal package are available via internet at: <http://www.gulfcoast.edu/administration-departments/index.html>. Inquiries regarding this RFP should be directed to Tonia Lawson, Executive Director of Procurement & Auxiliary Services, via email tlawson@gulfcoast.edu.

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.edu

NOTICE TO PUBLISHER: This legal ad to appear on Sunday, July 22 & 29, 2018.

INSTRUCTIONS TO PROPOSERS

1. Proposal Documents

The solicitation documents are on file at the Gulf Coast State College Procurement Office, and available on its website: <http://gulfcoast.edu/administrationdepartments/procurement/index.html>.

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

2. Questions Regarding RFP:

Proposers shall direct any questions regarding this RFP in writing to the GCSC Executive Director of Procurement & Auxiliary Services, Tonia Lawson, at tlawson@gulfcoast.edu. All questions shall be submitted before **Tuesday, August 14, 2018 by 4:00 PM.**

GCSC will respond in writing to any questions regarding the RFP submitted in by **Thursday, August 16, 2018 no later than 4:00 PM.** Such responses will be issued as an addendum to this RFP. All addendums issued are 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 completed. Do not change the wording and/or add words to the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Proposer. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the Proposer.

4. Proposal Submittal Requirements

All Proposers and all proposed subcontractors shall have the following certifications and qualifications:

- a. State of Florida Business License
- b. Provide Proof of Insurance for the State of Florida
- c. All individual Florida professional licenses required by law for those individuals who are proposed to provide services on this contract being procured pursuant to this RFP.

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

All submittals are to be on 8½” x 11” papers or if larger documents are required they are to be folded to 8½” x 11” sizes. Proposals shall be stapled together or bound with comb binding. Proposals submitted in a 3-ring binder **will not** be accepted. Submit one (1) original (plainly marked “ORIGINAL”), three (3) copies and one (1) electronic thumb drive to:

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

The Proposer must have a minimum of five (5) years' experience in providing heating, ventilation and air conditioning services as required herein and submittals shall include the following items in the order listed:

- a. Statement of Qualifications (SOQ)
The Statement of Qualifications shall include personnel that will be working on this project. Provide information that best illustrates proposed team's qualifications for this contract.
- b. Professional licenses necessary for all the Proposers and team members to include proposed sub consultants, as required by law.
- c. Organizational Chart. The chart shall include personnel that will work on this contract.
 - Organization Chart to include names, titles, work telephone numbers and work addresses.
 - Proposer shall provide a single point of contact (POC) for all matters in relationship to the proposal and understanding award of this proposal shall require a single point of contact for construction services.
 - i. Name
 - ii. Phone Number(s)
 - iii. Email Address
- d. Approach and understanding of the services being provided to College. This should be a narrative description and any applicable illustrations to show that the firm understands all elements of this RFP, to include, but not limited to: site conditions, current HVAC configuration, desired aesthetics, project conditions, project coordination, permitting, total quality control of design, construction sequences of work with College operations and schedule of work. The Proposer will be responsible for providing GCSC with a fully operation system when completed.
- e. Brief history of firm's sales/service operations in the local area and accounts with school districts, colleges and universities in the State of Florida. Recent, current and projected workload and ability to incorporate this contract into workload. Narrative shall also discuss the firm's experience working with colleges.
- f. 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 does not 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. Provide a Project Schedule with calendar days from the date the Notice to Proceed is issued. Schedule should show the total amount of calendar days for design, construction start, permitting, material delivery, substantial completion, punch list and completion of project.
- h. Information regarding whether the Proposer is a certified minority business enterprise.
- i. Addendum Acknowledgement Form – Page 21
- j. Anti-Collusion Clause Form – Page 22
- k. Conflict of Interest Form – Page 23
- l. Drug Free Workplace Form – Page 24

- m. E-verify Form – Page 25
- n. PUR 7068 Public Entity Crime Form – Page 26-27
- o. Sub-Contractors Form – Page 28
- p. Labor and Material Payment Bond – Page 29
- q. Performance Bond – Page 30
- r. Proposal Form – Page 31

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 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 121 or 126, Panama City, Florida 32401, on or before the day and/or hour set for the opening of proposals. Each proposal shall be enclosed in a sealed envelope bearing the title of the work, the name of the proposer and the date for opening. It is the sole responsibility of the proposer to ensure that their proposal submittal is received on time. Late submissions will be rejected.

6. Withdrawal of Proposals

Any Proposer may withdraw its proposal by written request to the Executive Director of Procurement & Auxiliary Services at any time prior to the deadline.

7. Basis of Award

GCSC will select firm based on the highest score per Evaluation Form. **Firm deemed to be the most highly qualified to perform the required services under this RFP and provides the highest total value.** Selection of firm will be based on the criteria form shown in RFP #1-2018/2019. GCSC will accept or negotiate a contract with the most qualified firm for Campus-Wide HVAC Replacement Project, which GCSC determines is fair, competitive and reasonable, after the District of Board of Trustees approval.

8. Right to Reject

The College reserves the right, and the College's Executive Director of Procurement & Auxiliary Services, 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 policy or Florida law.

- a. Reject any or all proposals received.
- b. Withdraw this RFP.
- c. Select and award any portion of any or all proposal items.
- d. Waive minor informalities and irregularities in the Proposer's submittal.

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

than one proposal for the same work from an individual, firm or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals will be rejected if not delivered on or before the date and time specified as the due date for submission.

9. Execution of Agreement

GCSC will agree to a contract with successful Firm.

The terms and conditions of this contract are based upon RFP #1-2018/2019. The Proposer fees are to be a fixed price for completing the scope of work detailed in this RFP.

The successful proposer shall, within ten (10) days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the GCSC Executive Director of Procurement & Auxiliary Services 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 Administration & Finance Office before the successful proposer may proceed with the services.

GCSC 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.

Proposed compensation will only be considered during the negotiation phase of the procurement.

10. Representation

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 Executive Director of Procurement & Auxiliary Services will be the only point of contact for this Request for Proposal. You may contact the Executive Director either by phone (850) 872-3843 or via email tlawson@gulfcoast.edu.

12. Cone of Silence

Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any College Employee, District Board of Trustees Member or College President, after the Procurement Office releases the solicitation to the general public.

This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the College. All communications regarding this solicitation shall be directed to the designated point of contact unless so notified otherwise by the Procurement Office. Any vendor or lobbyist who violates the provision may cause their bid/proposal to be considered non-responsive and therefore be ineligible for award.

13. 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 *Section 255.0516, Florida Statute*. GCSC will follow the statutory procedures for the resolution of protests arising from the contracting process. It is the sole responsibility of the protestor to know and follow all procedures according to Florida Statutes.

14. 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.

15. 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.

16. Mandatory Pre-Proposal Meeting

This project will require a Mandatory Pre-proposal Meeting due to the complexity of project. Locations of units and tonnage of existing units can be verified by proposers at mandatory meeting. Meeting will be held **Friday, August 3, 2018 at 9:00 AM CT** in the Administration Building, Conference Room 238, 5230 West US Highway 98, Panama City, FL 32401. This meeting will cover important concerns, locations of current HVAC systems and details of RFP #1-2018/2019.

Submittal/Evaluation Information

1. Representatives from the Procurement Office will review the Request for Proposals (RFP) for completeness and meeting the requirements 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 by no fewer than **three (3)** Proposers, if determined necessary. The GCSC Evaluation Committee will recommend to the GCSC Board of Trustees the firm deemed to be most qualified ranked in order of preference according to scores.

Upon approval by the Board of Trustees and authorization to GCSC staff to issue or negotiate a contract with the top ranked firm, negotiations shall proceed with the firm ranked highest. If staff is unable to negotiate an agreeable contract with the top firm, they will initiate negotiations with the next highest 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, addendums and any further information received from Proposers during presentations. 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.

Criteria for Evaluation of Proposals

The College Evaluation Selection Committee will review and read the information provided in the vendor proposal packets and rate criteria according to the following criteria.

Criteria for Evaluation	Point Range	Maximum Points
Firm's Qualifications / Approach & Understanding	0 – 40	40
Experience – Past performance of firm on similar projects	0 – 15	15
History of Proposer	0 – 10	10
Schedule	0 – 5	5
Pricing	0 – 30	30
Total:	0 – 100	100

PROJECT SCOPE AND GOALS

Scope:

The purpose of the Request for Proposals (RFP) is to solicit competitive proposals from qualified heating, ventilation and air conditioning vendors with experience in providing services for the following buildings:

1. Human Resource

Trane Modular Air Handlers #2 and #3 Ceiling Mounted Installation

Scope of Work –

- Provide all labor and materials needed to:
 - Disassemble and remove the existing ceiling mounted air handlers. Both air handlers are to be disposed of off-site in compliance with ASHREA standards.
 - Lift into ceiling area and install two (2) new Trane Modular air handlers suspended from the ceiling in same manner as the existing air handlers.
 - Modify and replace the immediate area chilled water and hot water piping as needed. This to include the replacement of two (2) new chilled water valves and two (2) hot water valves provided by Siemens.
 - Modify and make ALL electrical connections as needed.
 - Reinsulate water piping as needed.
 - Install six (6) new hot water valves for VAV's located through the building. Valves to be supplied by Siemens.
- Provide and place protective cover over carpeted floor to prevent any water or debris from soiling carpet.
- Provide subcontracted labor to remove an approximate 8'x10' section of ceiling grid in the main hallway adjacent to location of the air handlers.
- Isolate, secure, disconnect electric and valve off hot and chilled water to existing Trane modular air handlers #2 & #3.
- Provide subcontracted labor to install new ceiling grid and re-install existing ceiling tiles.
- Start-up systems and monitor for proper operation, along with clean-up jobsite area.

2. North Bay Campus

Thirteen (13) American Standard Heat Pump Split Systems Installation

Scope of Work -

- Provide all labor and materials to:
 - Isolate, secure, disconnect electric to existing #1 through #13 Trane heat pump split systems.
 - Evacuate the existing refrigerant from each system.
 - Remove the existing thirteen (13) heat pump split system and dispose of off-site in compliance with ASHREA standards.
 - Install thirteen (13) new American Standard heat pump split systems in the same place as old systems. New heat pump split systems shall be of identical size, have identical electric heat and be labelled #1 through #13.

- Install thirteen (13) auxiliary drain pans under each attic mounted air handler. Auxiliary drain pans shall have a 4” lip and come with 6” risers to lift horizontally installed air handlers above drain pans.
- Modify and make ALL electrical connections as needed.
- Install new copper condensate drain lines for those systems that currently have PVC condensate lines. For the systems that currently have copper condensate lines, contractor shall modify the traps and connection as needed.
- Reconnect control wiring
- Start-up system and monitor for proper operation, along with clean-up job site area.
- Existing controls/thermostats are to be reutilized.
- Heat pump split system #5 shall be delivered to Keith Adam’s office on the Panama City Campus for storage.

List of thirteen (13) American Standard Heat Pump Split Systems to be installed include:

- One (1) 1.5 Ton
- Two (2) 3.0 Ton
- Five (5) 3.5 Ton
- Four (4) 4.0 Ton
- One (1) 5.0 Ton

3. Physical Plant

3.1 BAC JE Premier Series M# XES3E-1020-70K Cooling Tower #1

Scope of Work -

- Provide all labor and materials to:
 - Isolate, secure, disconnect electric and valve off water to existing cooling tower #1.
 - Unfasten existing cooling tower #1
 - Crane service to remove existing cooling tower #1 and 10”x8” I-Beams. This tower to be disposed of off-site in compliance with ASHREA standards. Prior to removal, a lift plan meeting shall be held with all Parties involved to review each Parties’ responsibility and the path of the lift. All questions will be addressed prior to crane being put into operation.
 - Crane service to install two (2) new 10”x8”x6.18”x12’ I-Beams to support new cooling tower.
 - BAC JE Premier Series Model XES3E-1020-07K cooling tower #1 and crane service to lift and install.
 - Pipe fitters to modify and install new supply and return black iron pipe as needed to include two (2) isolation valves and control valves. Piping to be replaced from ground level and above.
 - Install two (2) automated valves (isolation 10” and bypass 8”).
 - Install one (2) control valve for bypass valve.
 - Paint all new piping and valves with a white rust resistant paint.
 - Provide one (1) new control circuit for bypass valve. Existing circuit is controlling CT3 bypass valve.
 - Replace existing cooling tower #1 controls with new cooling tower #1 controls and re-add CT1 to the sequence in conjunction with CT3 bypass.

- Modify control sequence to include CT3 and CT1 in bypass mode to maintain small chiller condenser water at or above 57 degree F. CT3 will be the lab bypass and CT1 will be the lead.
- Modify pumping sequence to re-add small condenser water pump associated with CT1 and chiller 1.
- Provide new as-built drawing for CT1 and modified CT3.
- Install new electric disconnect switches.

3.2 Four (4) 12” Duravent Double Walled Stainless Steel Boiler Vent Pipe Installation

Scope of Work -

- Provide all labor and materials to:
 - Isolate, secure and disconnect electric and valve off water to existing four (4) boilers. NOT: Only two (2) boilers will be down at any given time during this project.
 - Man lift to remove existing 12” galvanized double walled boiler vent pipe. Vent pipe to be removed includes pipe leading from the boilers to the ceiling and all vent pipe above the roof. Removed vent pipe to be disposed of off-site.
 - Man lift to install 12” Duravent Double Walled Stainless Steel Boiler Vent Pipe for four (4) boilers. New vent pipe to be installed includes 12” “T” sections with support stand at the base and all vent pipe continuing to the ceiling and all vent pipe above the roof. Roof vent pipe includes cap with bird screen.
 - Roofer to install and seal new flashing and collar at roofline.

4. Student Union West Room 119

McQuay Air Handler #3A Installation

Scope of Work -

- Provide all labor and materials to:
 - Isolate, secure, disconnect electric and valve off water to existing water fountain located just in front of Air Handler #3 mechanical room. Water fountain is to be stored in Facilities during installation. Carpeted flooring is to be protected with a non-permeable substrate during this time.
 - Isolate, secure, disconnect electric and valve off water to existing McQuay Air Handler #3A.
 - Remove existing Air Handler #3A and dispose of off-site in compliance with ASHREA standards.
 - Install one (2) new modular McQuay Air Handler in same location as old system.
 - Modify immediate area water piping, electrical and condensate line as needed.
 - Reinsulate all immediate area chilled and hot water piping.
 - Subcontracted services to construct a new 4’ wide x 8’ tall block wall made of the same materials and painted to match old wall.
 - **Option:** Subcontracted services to demolish the existing 4’ wide x 8’ tall exterior block wall and remove debris from job site. Carpeted flooring shall be protected with a non-permeable substrate during this time. All debris shall be removed from the nearby side door exit located on the south side of building.

5. Wellness Center

Pool Pak Model #AWV – Pool Dehumidification System Installation

Scope of Work -

- Provide all labor and materials to:
 - Isolate, secure, disconnect electric and valve off water to existing Pool Pak dehumidification system.
 - Remove existing dehumidification system and dispose of off-site in compliance with ASHREA standards.
 - Install new Pool Pak AWV dehumidification system in same place as existing unit. Pool Pak AWV shall be ETL listed and labeled.
 - Modify supply and return duct transitions.
 - Modify electrical and water piping, but NOT pass the shut-off valves.
 - Reinsulate water piping in the immediate area.

NOTE: Existing electrical disconnect to be reutilized.

6. Workforce

HVAC Installation of:

- One (1) 7.5-Ton American Standard Heat Pump Split Systems
- One (1) 3-Ton American Standard Heat Pump Split System
- One (1) AAON Outside Air Split System

Scope of Work -

- Provide all labor and materials to:
 - Isolate, secure, disconnect electric to existing #1 through #4 HVAC split systems.
 - Evacuate the existing refrigerant from each system.
 - Remove existing four (4) split systems and dispose of off-site in compliance with ASHREA standards.
 - Flush all four (4) line-sets with R11 Flush to remove any oils, acids or contaminants.
 - Install three (3) new American Standard heat pump split systems as follows:
 - one (1) 7.5-Ton, 15KW electric heat
 - one (1) 3-Ton, 8KW electric heat in the same place as old system
 - Install one (1) new 5-Ton AAON outside air split system with 7KW electric heat in same place as old system. New AAON system to be equipment with WattMaster controls with BACnet MS/TP.
 - NOTE: New systems to be labeled #1 through #4.
 - Reconnect existing control wire to all four (4) systems.
 - Install four (4) new electrical disconnects and run new electric to all four (4) new systems. Existing metal conduit is to be re-utilized. New disconnects are to be labeled #1 through #4.
 - Pull a deep vacuum on each system and charge each system with the proper amount of R410a refrigerant.

NOTE: ALL HVAC condensers shall come with factory coated coils.

Contractor is responsible for:

- All necessary designs and shall submit a copy of final plans and design notes before work begins.
- All permits including fees
- Start-up boilers and monitor for leaks and proper operation.
- Test and balance all units
- Keep work area clean and safe. Repair any and all damages caused from construction.
- All work to be performed during normal working hours unless otherwise noted.
- All electrical, disconnects, condensation lines, fire alarm, smoke detectors in ductwork, controls, ductwork, parts, labor, electronic dampers and etc., requirements is part of this installation. The vendor awarded this proposal will be responsible for providing the College with a fully complete and operational system. The vendor assumes full responsibility for delivery, warranty, maintenance of all equipment, hardware and support services under this RFP #1-2018/2019. It is the sole responsibility of vendor to provide a complete operational system when complete with installation.

College will remain open and operational. ALL work shall be coordinated with GCSC personnel. The college may have to move classes around during the time of installation.

All work will be performed during normal working hours unless otherwise noted and agreed upon by both Parties.

A one (1) year parts and labor warranty shall be included which will begin at the completion of projects unless otherwise noted. Parts warranty may be limited by vendor/manufacture's warranty. You are requested to provide this information upon completion of projects.

Pricing shall include all labor, materials and permits.

The College reserves the right to direct purchase materials for this project.

The College reserve the right to ask Proposer for additional information to help make a better decision on RFP.

Close out Documents:

Information to be provided to the college at the completion of project.

- Copies of all permits
- As-Built
- Recommend maintenance and services
- Warranties
- Test and balance reports
- Owner Training/Turnover

Goals:

1. Good teamwork between GCSC staff, the users and Proposer team
2. Receive high quality services and form a partnership
3. Develop good communication between all parties
4. Safety of contractor workers, students, staff and faculty
5. The college receives new operational HVAC systems

GCSC 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 Workplace Requirements

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

vendor's, or consultant's employees from its premises, or decline to do business with the contractor, subcontractor, vendor or consultant in the future.

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

Insurance – Basic Coverages Required

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

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

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

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

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

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

Workers Compensation Coverage

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

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

General, Automobile and Excess or Umbrella Liability Coverage

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

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

Commercial General Liability Coverage - Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned 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 the Gulf Coast State College, 5230 West U.S Highway, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the Gulf Coast State College is to be named as Additional Insured on General Liability and Business Auto.

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

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

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

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

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

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

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 872-3843 or email tlawson@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: _____

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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), or 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: _____

PUBLIC ENTITY CRIMES STATEMENT:

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM **MUST** BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
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 crimes, 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, nonjury 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:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any

affiliate of the entity has been charged with an 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.

_____ 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 Officer 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 vendor 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 THAT 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

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 2018.

NOTARY PUBLIC
My commission expires:

Notary Stamp

Form PUR 7068 (Rev. 04/10/91)

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SUB-CONTRACTORS FORM

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

Subcontractor Name, Address, & 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: _____

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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 _____, 2018 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 _____, 2018.

CORPORATE PRINCIPAL

Attest:

By: _____

Seal:

Its: _____

Acknowledged and subscribed on _____, 2018, 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 _____, 2018, 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 _____, 2018, 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: _____

PROPOSAL FORM

This proposal of _____, hereinafter called "Proposer," organized and existing under the laws of the State of Florida 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 **Campus-Wide HVAC Replacement Project** 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.

Proposer agrees to charge the College \$_____ Lump Sum to meet the requirements of **RFP #1-2018/2019**.

Lumps sum pricing includes material cost, equipment cost, and labor, permit cost, inspection cost, Professional Engineering cost and design.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE OF RFP EVENTS

The College will attempt to adhere to the following schedule of events:

July 23, 2018	Release / Posting of RFP
August 3, 2018 @ 9:00 AM CT	Mandatory Pre-Proposal Meeting Location: Administration Conference Room, Room 238 Administration Building
August 14, 2018 @ 4:00 PM CT	Last day for questions
August 16, 2018 @ 4:00 PM CT	Release of Official Response to Questions via Addendum https://www.gulfcoast.edu/administration-departments/procurement/solicitations-awards/index.html
August 28, 2018 @ 2:00 PM CT	Proposal due and shall be opened
September 3, 2018	Post Intent to Award
September 20, 2018	DBOT Award to Successful Proposer

All times stated are Central Time (CT). Dates are subject to change as needed.

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