



GULF COAST STATE COLLEGE

COMPETITIVE SOLICITATION: RFP #2-2023/2024

CLASSIFICATION AND COMPENSATION STUDY

Issue Date: December 15, 2023

Response Due Date: January 31, 2024

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1.0 Overview

1.1 Objective

Gulf Coast State College (the “College”) is seeking proposals from qualified firms to complete a comprehensive classification and compensation study that will determine whether the existing classification and compensation schedules are competitive with today’s market of comparable entities, as well as address the internal relationships within the organization to help determine proper equity. The chosen firm will make recommendations to the College using the following as guidelines of the College’s intent, goals and tasks.

1.2 Scope of Work and Deliverables

The College is seeking proposals from qualified firms to complete a comprehensive classification and compensation study that will determine whether the existing classification and compensation schedules are competitive with today’s market of comparable entities, as well as address the internal relationships within the organization to help determine proper equity. The chosen firm will make recommendations to the College using the following as guidelines of the College’s intent, goals and tasks. The overarching intent of this work is to create a classification and compensation that:

- Aligns with the mission, values, and strategy of the College
- Responds to the ever-changing needs and operating objectives of the College
- Is externally competitive within the relevant markets and is equitable based on job responsibility and performance with particular attention to critical, high- demand fields
- Outlines a framework for career progression to include succession planning recommendations
- Is transparent and accessible by all employees
- Ensures good and enduring stewardship of resources, both human and fiscal
- Includes guidelines to ensure that decisions are made objectively considering such factors as years of service/experience, etc.
- Provide recommendations of other compensation options, such as cost of living raises, etc.

The primary goals expected from this work include, but are not limited to:

- Conducting a comprehensive benchmark market compensation analysis, applying local market factors, of all college positions with comparable public higher education institutions within and outside of the Florida College System, as well as applicable private/public sector competitors based not only on job titles, but duties and responsibilities
- Creating a competitive, market-based compensation structure for the College
- Creating policies for pay administration to ensure fairness and consistency across the College
- Developing an ongoing maintenance of the College’s classification and compensation program

Within these goals, this work is anticipated to include tasks associated with:

- Evaluating and updating the existing salary structure based on the results of the compensation study plus job duties and responsibilities.
- Completing internal salary relationship and pay equity analyses.
- Working with the appropriate College departments to 1) develop an effective strategy for communicating and implementing the compensation recommendations and plan, and 2) create a process and supporting instructional information to effectively conduct individual salary audits and adjustments consistent with the study methods until the next formal study is conducted.
- Reviewing current job descriptions and recommending appropriate revisions ensuring compliance with state and federal requirements, documenting key responsibilities, skills, education, and experience requirements for the job. With that completed, then developing a maintenance program to address new job analysis/evaluation, creation of future job description(s), and continued maintenance of the Classification Plan.
- Confirming comparable positions and presenting benchmark findings.
- Conducting a financial analysis of recommended changes.
- Presenting the Findings and Communications Plan, including, but not limited to,
 - a presentation to include findings and recommendations to the project team and other staff as designated,
 - a launch plan to include, at a minimum, an employee kick-off meeting and communications with executive staff, managers/supervisors, and employees during the study and during implementation,
 - a detailed proposal for recommended changes, and
 - a final report with an executive summary of project results and the approved recommendations by the project team to the College leadership.

All services proposed must meet or exceed the specifications as of the date the Responses are due, unless specifically stated as otherwise in the Competitive Solicitation documents. All goods and services proposed must meet or exceed the specifications as of the date the Responses are due, unless specifically stated as otherwise in the Competitive Solicitation documents.

1.3 Schedule

The anticipated schedule and deadlines for this Competitive Solicitation process are projected in the following table and all times stated are **CENTRAL TIME**.

The College may post a notice of change to any of the above dates and will provide advance notice of any pre-response meetings by posting the information on the College Procurement website <https://www.gulfcoast.edu/about-gcsc/administrative-offices/procurement/index.html> and BidNet.

Table 1.3: Schedule

Activity	Date	Time (Central Time)
Release/Posting of Competitive Solicitation	12/15/2023	-
Deadline for Written Questions	01/15/2024	4:00 pm
College Responds to Written Questions	01/22/2024	4:00 pm
Responses Due Date Gulf Coast State College Procurement Services Administration Building, Room 126 5230 West Highway 98 Panama City, Florida 32401	01/31/2024	2:00 pm
Post Intent to Award on College Website http://www.gulfcoast.edu/administration-departments/index/html and on BidNet	02/12/2024	9:00 am
Award Approval District Board of Trustees Meeting Gulf Coast State College Student Union West Building, Room 306 5230 West Highway 98 Panama City, Florida 32401	02/22/2024	10:00 am

Respondent is solely responsible for checking the Procurement website periodically for changes that have been made to the schedule or whether any additional meetings are scheduled.

The College has the sole discretion to schedule any meetings and the extent, if any, that those attending may participate in such meetings.

1.4. Definitions

Addenda/Addendum – Written or graphic instruments issued prior to the date for opening of responses, that modify or interpret the response documents by additions, deletions, corrections or clarifications.

Procurement Website - <https://www.gulfcoast.edu/about-gcsc/administrative-offices/procurement/index.html>

Respondent– A firm or individual submitting a Response to this Competitive Solicitation.

Response - An executed offer submitted by a Respondent in response to this Competitive Solicitation.

Successful Respondent - A recommended recipient of an award of a contract under this Competitive Solicitation.

1.5 College Environment

Gulf Coast State College is a public state college offering Associate Degrees, and Certificates with a mission to educate students in a number of vocational and non-vocational fields. The College's website, <https://www.gulfcoast.edu> provides additional information, which may be useful to the Respondent.

2.0 Response Instructions

2.1 Response-General Information

1. Official Name. Responses must be made in the legal name of the partnership, company, or corporation (“firm”), or individual under which business is conducted, and must be signed by a person duly authorized to legally bind the Respondent.

2. Respondent Reputation and Experience. Respondents must be of known reputation and have sufficient experience and qualified personnel to adequately perform the prescribed services and provide the goods.

3. Response Preparation. Each Respondent must organize its Response in accordance with the Response- Required Tab Contents and Submission Instructions sections below and must number and label all parts, pages, figures, and tables in its Response. Respondent should prepare its Response simply and economically, providing a straightforward, concise description of the Respondent’s capability to satisfy the conditions and requirements of this competitive solicitation. (Fancy bindings, colored displays, and promotional material are not desired). Respondent’s emphasis should be on completeness and clarity of content.

4. Small Business Minority Enterprise (SMBE). It is the College’s desire (consistent with state and federal law), to optimize opportunities for business contracting with small, minority and disadvantaged business enterprises in the areas of commodities, construction, contractual services, and architectural and engineering services. Respondents are likewise encouraged to use the small, minority and disadvantaged business enterprises and to have a business diversity program in place. For more information on becoming a State of Florida Certified Minority Business (CMBE), to request certification or to locate CMBEs, please contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915.

2.2 Response- Required Tab Contents

2.2.1 Tab A: Essential Documents

Responses must include the following items in Tab A:

1. Completed **Competitive Solicitation Certification Form** (Affidavit) (Attachment A).
2. Completed **Requested Deviation or Exception Form** (Attachment B) if Respondent is requesting deviations to or exceptions from the requirements in the Competitive Solicitation, including language in the Sample Agreement (Attachment C). Include a detailed justification for the deviation(s) or exception(s). For objections to any terms and conditions, provide proposed replacement language.

- a. The College reserves the right to accept or reject any requested changes or proposed replacement contract language. The College may also lower Respondent's evaluation rating based on the number and severity of requested deviations or exceptions sought. Although some deviations, exceptions, and replacement contract language may be accepted, the College intends that the Successful Respondent will execute the College's contract in substantially the same form as is written in the Sample Agreement (Attachment C). Respondents are warned against saving their objections to the various provisions until negotiations, as this may be cause for eliminating Respondent's Response from further consideration.

3. Proof of any **required licenses**.

4. Signed **Addenda Acknowledgement Form(s)**, if applicable.

2.2.2 Tab B: Executive Overview of Respondent

Responses must include the following items in Tab B:

1. An overview and history of Respondent or Respondent's firm. Include the following items:
 - a. Name, address, and legal entity structure
 - b. Primary location of the office that will have direct responsibility for providing the goods and services
 - c. A description of the standard services offered by Respondent and goods provided
 - d. A listing of professional organizations Respondent is a member of
2. Copies of Respondent's two most recent **financial and annual reports**, or a letter from Respondent's bank stating that Respondent is financially stable. If such information is publicly available, A URL may be provided instead of a copy.

2.2.3 Tab C: Service Description

Proposals must include the following items in Tab C:

1. A detailed description of the deliverables, projected timeline and milestones, how the Respondent will meet the purpose of the Competitive Solicitation, etc.
2. A description of any optional/value-add services.

Please note: If Respondent anticipates using **subcontractors**, the Respondent must identify the subcontractors and state the amount of the subcontracts. Respondent must also include a written, signed certification stating that the subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Chapters 607 or 620, Florida Statutes, and such statement will include any subcontractors' corporate charter numbers.

2.2.4 Tab D: Financial Proposal Responses must include the following items in Tab D:

1. The proposed total, not to exceed cost of work for services ("fee"). The fee must include all projected work including meetings, presentations, analysis, consultants, printing, travel and other assumed reimbursable expenses.
2. The hourly rates for additional work outside the scope of work, if requested by the College.
3. The proposed cost for any option/value-add services.

2.2.5 Tab E: References and Experience Overview

Responses must include the following items in Tab E:

1. A description of the three (3) prior contracts completed by the Respondent that most closely indicate the Respondent's capability to satisfy the College's requirements as stated in the Competitive Solicitation. Include overall purpose of contract. Please provide for each contract: the former client's company name, the name of the client's contract administrator, and the contract administrator's phone number, and e-mail address.
2. At least three references to whom Respondent has provided the same or similar goods or services within the last 5 years. Each reference should include the Company Name, Contact Name and phone number, and e-mail address.
3. Resumes or corporate profiles clearly reflecting qualifications and experience of Respondent.
4. College may contact the provided references and contract administrators any time after the Response is opened.

2.2.6 Tab F: Trade Secret Certification

Responses should include the following items in Tab F, if applicable:

Provide the **Affidavit of Trade Secret Certification** (Attachment D), completed and signed by an authorized representative as to applicable trade secrets contained in the Respondent's

documents. Respondent must segregate and clearly mark all documents certified as a trade secret and include the documents in this tab of Respondent's Response.

1. **Segregate and separately label the document(s)** claimed as trade secrets. Documents labeled as trade secrets that are produced electronically should be produced on a separate jump drive and clearly labeled "Trade Secret" on the jump drive as well in the title/name of the electronic folder or file. Documents produced in hard copy should be separated and each clearly labeled "Trade Secret." Merely inserting the words "Confidential" and/or "Proprietary" to the front of or the footer of a document does not automatically entitle the document to be treated as a trade secret under Florida law and thus is insufficient to comply with this requirement.

2. **Provide the Affidavit of Trade Secret Certification** (form is Attachment D) signed by a high-level officer of the Respondent to The College's Procurement Department, certifying the following for each separate claimed trade secret document:
 - a. Identify with specificity the document(s) for which trade secrets protection is claimed;
 - b. Provide a description of the document sufficient to determine the application of the trade secret exemption; and
 - c. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law.

3. Respondent's failure to fully comply with the above and/or submit a sworn affidavit with its Response is an affirmation that none of Respondent's documents are trade secrets.

2.3 Submission Instructions

Please read these instructions carefully. Failure to comply with all instructions is grounds for rejection of Respondent's Response without further evaluation. Respondents must submit their Response by following the instructions below.

1. Respondent must submit the following:
 - a. **One (1) printed original** of the Response clearly marked as the original and containing an authorized representative's signature, title, and date of signature.
 - b. **Four (4) hard copies** of the Response.

c. **One (1) electronic copy** of the Response, preferably on a jump drive. Do not provide the Response via email.

2. Response must be delivered to and received by the College prior to the Response Due Date and time at the address below in a sealed container or envelope:

**GULF COAST STATE COLLEGE
Procurement Department
5230 Wets Highway 98
Panama City, FL 32401**

Outer label MUST also include:

RFP #2-2023/2024 Classification and Compensation Study
Attn: Dr. Taylor Gilmore

3. Any information or required submittals that, due to size or binding cannot be incorporated into the proper tab, may be submitted separately but must be submitted at the same time as Respondent's Response is submitted. Instructions on where to find the separately submitted information should be provided in the relevant tab.

3.0 Process

3.1 Authorized College Representative

The Authorized College Representative for this competitive solicitation is:

Dr. Taylor Gilmore
tgilmore1@gulfcoast.edu
Phone: 850-872-38043

3.2 Respondent Communications and Inquiries

Questions regarding this Competitive Solicitation must be submitted via email only to the Authorized College Representative and only at the email address stated in 3.1. above. Respondent's written questions should identify the relevant Section(s), Subsection(s), Paragraph(s) and page number(s) of the Competitive Solicitation for each question.

The College will consider only those communications and/or inquiries submitted via email and received by the Authorized College Representative on or before the Deadline for Written Questions specified in the Schedule. Unless the Authorized College Representative specifically requests Respondent to provide additional communications or documents, College will not accept or consider any of Respondent's written or other communications and/or inquiries (except Responses) received between the Deadline for Written Questions and the posting of an award, if any, under this Competitive Solicitation.

To the extent the College determines, in its sole discretion, to respond to any communications, inquiries, or requests for clarification, the College's response (as applicable) will be made in an addendum to this competitive solicitation and posted on the Procurement Website.

Only those communications that are in writing from the Authorized College Representative will be considered as duly authorized expressions on behalf of the College.

3.3 Restricted Respondent Communications

From the date of issuance of this Competitive Solicitation until the College takes final action, the Respondent must not communicate with any College employees or Evaluation/Negotiation Committee members regarding this Competitive Solicitation or Respondent's Response except as provided herein or as expressly requested by the Authorized College Representative. Violation of this restriction may result in rejection of the Respondent's Response.

3.4 Addenda

The Procurement Department will post any Addenda to this Competitive Solicitation on the Procurement Website. The Respondent's authorized representative must sign and date the Addenda Acknowledgment Form(s), if any, and include the form(s) in the Respondent's Response. All Respondents, including known interested private parties, are solely responsible for checking the Procurement Website periodically to verify whether any such Addenda and forms were issued.

3.5 Responsive Determination

Each Response will be reviewed by the Procurement Department to determine whether it is responsive. A responsive response is one that:

- a. Follows the requirements of this Competitive Solicitation,
- b. Includes all required documentation and information,
- c. Was submitted in the format outlined in this Competitive Solicitation,
- d. Was received by the College on or before the Response Due Date and time, and
- e. Has the appropriate signatures, as required, on each document.

Respondent's failure to comply with these requirements may put Respondent's Response at risk of being rejected as "non-responsive".

3.6 College Rejection of Response

The College reserves the right and sole discretion to reject any Response at any time on grounds that include, but are not limited to: 1. Response is nonresponsive, incomplete, or irregular in any way; or 2. Response is not in College's best interest. The College may waive informalities and minor irregularities in Responses.

3.7 Withdrawal of Response from Further Consideration

Respondent may withdraw its response in writing if done within seventy-two (72) hours of the competitive response/bid opening, if the response is clearly erroneous, and if the response is withdrawn prior to final award or the purchase order being issued, whichever comes sooner. In accordance with Florida law, the submitted Response will not be returned to the Respondent; however, the Response will be withdrawn from the remainder of the competitive solicitation process.

3.8 Protests

Any Respondent/interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision must file a protest in compliance the Florida Board of Governors' regulations.

Notices of actions, including an intent to award to a Respondent, will be posted on the Procurement Website for review by interested parties, and will remain posted for a period of at least seventy-two (72) hours. Failure to timely file a protest or failure to timely deliver the required bond or other shall constitute a waiver of protest proceedings.

4.0 Selection Process

4.1 Evaluation Criteria

Responses will be evaluated based on the following criteria and points:

- Criteria Offeror Qualifications – Tab B
- Program Plan – Services Defined – Tab C
- References and Past Experience – Tab E
- Financial Proposal- Tab D
- Optional Services/ Value Add – Tab C/ Tab D
- Meet Requirements/ Follow Instructions – Pass/Fail

4.2 Evaluation Process and Evaluation Committee

Responses fulfilling the basic requirements are referred to an Evaluation Committee for review and further consideration. The Responses will be independently evaluated by the Evaluation Committee. The Evaluation Committee will consider Respondents' Responses, presentations, and additional written information as requested. If determined to be necessary, the Evaluation Committee will conduct additional interviews. Internal staff analysis and presentations, outside consultants, feedback from references and contract administrators of prior contracts, and any other resources may be utilized by the College to assist in evaluating the Responses.

The Evaluation Committee will meet to collectively discuss their analyses of the Responses to formulate a recommendation to the appropriate College Official. The Evaluation Committee may recommend that one or more Respondents be invited to participate in negotiations with the Negotiation Team – deemed "Shortlisted Respondents", or to move forward with an award to a Respondent.

The College reserves the right to award a Contract without negotiations with the Respondent; therefore, Respondent's Response should contain the Respondent's best terms from a cost or price and technical standpoint. The Procurement Department will review the Responses to determine if any preferences should be applied. The College will provide preferences to eligible Responses in accordance with Sections 287.084, 287.087, and 287.092, Florida Statutes, as applicable.

4.3 Negotiation Team

If the College determines that negotiations are warranted, the Negotiation Team will evaluate each Shortlisted Respondent's Response to this Competitive Solicitation. The Negotiation Team may enter into negotiations with multiple Shortlisted Respondents in order to achieve the contract that best supports the College's mission and objectives.

Prior to the Respondent's first meeting with the College's Negotiation Team, Respondent must submit written authorization attesting that at least one of Respondent's representatives is Respondent's lead negotiator and is authorized to bind Respondent to the terms and conditions agreed to during negotiations. The College reserves the right to immediately terminate negotiations with any Respondent whose lead negotiator is not empowered to, or who will not, make decisions during a negotiation session.

Negotiations with Shortlisted Respondents may involve presentations, site visits, interviews, additional written information, internal staff analysis and presentations, feedback from outside consultants, discussions with the Shortlisted Respondents, and/or any other methods of gathering information that are deemed helpful.

The College retains the right to cease negotiations with Respondents who do not respond to negotiation issues on a timely basis. The College may reject offers that are not reasonably supportable.

4.4 Contract Award

The Negotiation Team will submit its recommendations to the Director of Procurement for review and approval, and if approved, the Director will forward the recommendations to the appropriate College Official, or their designee, for a final decision regarding the award of the Competitive Solicitation.

The College Official considers the recommendations and makes a final decision regarding the award. If due to the value or nature of the contract being awarded approvals from the College's District Board of Trustees or its designees are required, such approval must be obtained before the contract can be awarded.

The College reserves the right to select, and subsequently recommend for award, the "Final Response" (the Successful Respondent's Response or Best and Final Offer, whichever is later) that is determined to be in the best interest of the College. The College may reject all Responses if such action is in the College's best interest. The College is not obligated to make an award under this Competitive Solicitation and may make multiple awards if it, in its sole discretion, deems it is in the College's best interest to do so.

All provisions of this Competitive Solicitation and the Successful Respondent's Final Response provide the specifications for, and obligations of both parties to be executed by the duly authorized representative(s). The following constitute the Contract:

- a. The Competitive Solicitation document, along with any addenda issued pursuant thereto,
- b. The Respondent's Final Response, and
- c. Terms in the College Sample Agreement to include all clarifications and negotiated modifications to the Competitive Solicitation, Sample Agreement, addenda, and Respondent's Final Response.

5.0 Terms and Conditions -Competitive Solicitation Process

The following terms and conditions apply to all Respondents. By participating in this competitive solicitation process, Respondent agrees to be bound by the following terms and conditions:

1. Actions of Respondent

The College is not bound by the actions of any Respondent with respect to third parties. Respondent will not provide any commodities or services or take any action, even if such is as a result of any discussions with any the College employee, prior to a contract being signed by both parties. If Respondent provides services or commodities or takes any action prior to a contract being signed by both parties, the Respondent does so at Respondent's sole risk and expense.

2. Collusion Prohibited

Respondent's collusion with other Respondents, other Respondents' employees, or any employee of the College is prohibited and may result in rescission or cancellation of solicitation (or contract) without liability to the College.

3. Conflict of Interest

The award of this Competitive Solicitation is subject to the provisions of Chapter 112, Florida Statutes, and any other laws, regulations and/or policies concerning conflicts of interest in dealing with entities of the State of Florida (collectively, "Conflicts of Interest Rules").

- a. Solely by way of example, Respondent must disclose in its Response the name of any officer, director, or agent of the Respondent who is also an employee or public officer of the College. Further, Respondent must disclose in its Response the name of any College employee or public officer (or his or her spouse or child) who owns, directly or indirectly, an interest of five (5%) or more of the Respondent's company or any of its affiliates or branches.
- b. In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a Response, the Respondent certifies that no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any College employee or public officer who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this Competitive Solicitation.
- c. Failure to disclose the required information or violation of the Conflicts of Interest Rules is grounds for the College's rejection of Respondent's Response, cancellation of an intent to award to Respondent, and/or cancellation of any contract with the Respondent.

4. Covenant against Commissions, or Brokerage and Contingent Fees

By submitting a Response, the Respondent warrants that the Respondent has not employed or retained any person or entity, other than a bona fide employee working solely for the Respondent, to solicit or secure any award, agreement, or any other advantage related to this Competitive Solicitation.

5. Disposition of Responses

All Responses become the property of the College, and the College has the right to use all ideas, and/or adaptations of those ideas, contained in any response received in response to this Competitive Solicitation. The College's selection or rejection of a Response does not affect this provision.

6. Public Records Laws; Trade Secret Certification

The College is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. This Competitive Solicitation is a public record. Any documents Respondent submits to The College in response to this Competitive Solicitation become public records, which will similarly be subject to the Florida Public Records Law. As required by law, The College will respond to public records requests without providing notice to Respondents whose documents have been requested.

- a. Should Respondent seek to assert trade secret protection for any document the Respondent submits in response to this competitive solicitation, under sections 119.0715, 688.002(4), 812.081(1)(c), 815.04(3), and/or 815.045, Florida Statutes, Respondent must comply with the instructions for **Tab F** for each document that trade secret protection is claimed.
- b. If a Respondent properly complies and submits a sworn affidavit with its Solicitation Response and the College later receives a public record request for a document or information that is marked and certified with an affidavit to be a trade secret, the College will provide the requestor a copy of the Respondent's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption will be rebutted, if at all, only by the Respondent; the College's only obligation will be to provide Respondent notice that such a challenge has been received. The College's notice to Respondent will serve as formal notice to the Respondent that the Respondent has thirty (30) calendar days following receipt of such notice to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the document(s). If Respondent files such an action within thirty (30) calendar days after receipt of the notice of a challenge to its trade secret certification and informs the College of such, the College will not release the documents at issue pending the outcome of the legal action. Respondent's failure to file an action within the thirty (30) calendar day period constitutes a waiver of any claim of confidentiality, and the College will release the requested documents.
- c. Any parts of a Response, and any other material(s) submitted to the College with the Response, that are copyrighted or expressly marked as "confidential," "proprietary," "trade secret," or similar marking, (proprietary designation) will be exempt from the public records disclosure requirements of chapter 119, Florida Statutes, only to the extent expressly authorized by Florida law. Respondent's mere use of a propriety designation, while necessary, does not itself ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting the material from the public records law, the College is legally obligated to produce all public records produced or received in the course of conducting College business, irrespective of any proprietary designation by the Respondent. The College, or potentially a court, will make the ultimate determination of

whether a Respondent's claim of a proprietary designation will support an exemption from disclosure.

- d. If the instructions listed above conflict with Florida law, Florida law controls.

7. Public Entity Crimes

In accordance with Section 287.133(2)(a), Florida Statutes, a person or entity who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Response; may not perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, including the College; and may not transact business with the College in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By submitting a Response, Respondent is certifying that Respondent is not on the convicted vendor list maintained by the Florida Department of Management Services, and Respondent is also certifying that any subcontractor listed in Respondent's solicitation response is not on the convicted vendor list.

8. Prohibitions

Unless expressly and specifically authorized in writing by the College in advance, Respondent is prohibited from engaging in any of the following:

- a. Incurring any debt or obligation on behalf of the College;
- b. Entering into any contract, arrangement, or transaction that binds the College to any extent or creates any obligation on the College; and/or
- c. Utilizing the College's name, credit, reputation, good-will, resources, and/or assets for any purpose without the prior and explicit written approval of the College.

9. Respondent's Costs

The College is not liable for any costs incurred by Respondents in responding to this Competitive Solicitation including, without limitation, including costs for any presentations requested by the College.

Competitive Solicitation Certification Form (Affidavit)

Gulf Coast State College

RFP #2-2023/2024

Classification and Compensation Study

Response Due Date: January 31, 2024 (2:00 PM Central)

1. Respondent Information:

Firm or Individual's Name	Authorized Individual's Name
Federal Employer Identification Number	Authorized Individual's Title
Phone Number	Email Address

2. Government Classifications. Check all that apply to Respondent:

- African American
- American Woman
- Asian-Hawaiian
- Government Agency
- Hispanic
- MBE Federal
- Native American
- Non-Minority
- Non-Profit Organization

3. Required Disclosure- Ownership. List below the names of any College officer or employee owning an interest of 5% or more of Respondent's firm or its affiliates or branches and describe the nature of the ownership interest. If none, indicate such by writing "Not Applicable" or "N/A" below. (Attach an additional page if necessary.)

Name:
Ownership Interest:

Name:
Ownership Interest:

5. Required Disclosure- Bankruptcy/Insolvency/Delinquency Judgement. If Respondent has declared bankruptcy, otherwise been declared insolvent, has had a delinquency judgement issued against it in any court of competent jurisdiction, been placed

in receivership, or any litigation that could significantly impact Respondent's financial operating results or financial position, provide the information below. If none, indicate such by writing "Not Applicable" or "N/A" below. (Attach additional pages, if necessary.)

Date: _____ Court jurisdiction: _____
Trustee/ Receiver Name: _____ Phone Number: _____ Amount of Liabilities: _____
Amount of Assets: _____
Current Status: _____

6. Required Disclosure- Damages/Penalties/Liens/Judgments/Defaults/Cancellations/Termination. If

Respondent has had any agreements/contracts within the last three years where liquidated damages, penalties, liens, judgments, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened, or filed against the Respondent, provide a description below. If none, indicate such by writing "Not Applicable" or "N/A" below. (Attach additional pages, if necessary.)

SIGNATURE REQUIRED – I hereby swear under the penalty for false swearing:

- That I am the Respondent (if the Respondent is an individual), a partner (if the Respondent is a partnership), or an Officer or employee of the Respondent with authority to sign on its behalf (if the Respondent is a corporation).
- That the information provided in this document is accurate and complete.
- That the Respondent is legally entitled to enter into contracts with the Gulf Coast State College Board of Trustees.
- That Respondent is aware of and has complied with the requirements of the Conflicts of Interests Rules, including any requirement to file appropriate disclosures with the State of Florida Commission of Ethics prior to submission of this Response.
- That Respondent's Response remains valid for six (6) months after the due date.

Respondent's Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

NO RESPONSE – If not responding to this solicitation, please advise reason and return via email to tgilmore1@gulfcoast.edu with reason for NO RESPONSE.

Requested Deviations or Exceptions Form

Respondent must complete this form and include it in Tab A of their Response to request deviations or exceptions to the Competitive Solicitation Requirements, including language in the Sample Agreement (Attachment C). (Attach additional pages, if necessary.)

Section Number	Proposed Change or Replacement Language	Justification

Sample Agreement
Services and Goods

This Agreement ("Agreement") is made and entered into on _____ (the "Effective Date"), by and between Gulf Coast State College ("the College") and _____, a (state of incorporation and type of entity), whose address is _____, who is authorized to do business in the State of Florida (the "Contractor").

RECITALS

WHEREAS, the College requested Responses for Competitive Solicitation No. _____ ("Solicitation") to provide the following goods and/or services (collectively referred to as the "Services");

WHEREAS, the Contractor submitted a response ("Response") for the Solicitation to provide the Services, which was accepted by the College.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) Term.** This Agreement commences on the Effective Date and will continue for an initial term of _____ (___) year(s) (the "Initial Term") and may be renewed in writing by the parties for (___) additional _____ (___) year term(s) (each such additional ___ year term is referred to as the "Renewal Term").
- 2) Contract.** The Contractor will provide to the College the Services pursuant to the terms and conditions described herein and in the following: the Solicitation (including Addenda), attached as Exhibit I and incorporated by reference and the Contractor's Final Response, attached as Exhibit II and incorporated by reference. (The Contractor is referred to as "Respondent" and "Successful Respondent" in the Exhibits). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents govern in the following order of precedence: first, this Agreement; second, Exhibit I (the Solicitation, including Addenda); and third, Exhibit II (the Contractor's Final Response).
- 3) Clarifications/negotiated points** (if any) are:
 - a)
- 4) Payment.** The Contractor will provide the Services to the College pursuant to the pricing set forth in Exhibit II (unless revised herein). The Contractor will submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit.
 - a) Upon receipt, the College has five (5) business days to inspect and approve the goods or services.
 - b) The College will make payment in accordance with the College's Regulation, which states the Contractor's rights as a vendor and the College's responsibilities concerning interest penalties and time limits for payment of invoices.
 - c) If a payment is not issued within thirty (30) days of receipt of a proper invoice and receipt and inspection and approval of the goods and services, the College, upon a valid request, will pay to the Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to section 55.03(1), Florida Statutes, provided the interest penalty is in

expiration of the 30- day period until such time as the payment is issued to the Contractor.

- d) A Vendor Ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment from the College, may be contacted at 863-874-8448.

- 5) Cooperation on Audits and Investigations.** The Contractor must cooperate with the College and provide specific records and/or access to the Contractor's records related to this Agreement for purposes of conducting an audit or investigation. The College will provide Contractor with reasonable notice of the need for such records or access.
- 6) Travel Expenses.** Contractor will not charge the College for any travel expenses, meals, and lodging unless otherwise specifically provided for in this Agreement, and upon the College's prior written approval of the expenses. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by the College, but only to the extent permitted in section 112.061, Florida Statutes. Contractor is responsible for any expenses in excess of these prescribed amounts.
- 7) Taxes.** The College is a tax immune sovereign and exempt from the payment of sales, use, or excise taxes. The Contractor must pay all personal property taxes on leased equipment and all taxes based upon net income.
- 8) Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives are the College's employees or agents. The Contractor may not use the College's name, trademarks, logos, or marks without the College's prior written approval. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its officers, employees, and agents. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of the Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of the Contractor fulfilling the Contractor's obligations under this Agreement.
- 9) Background Checks.** Prior to any of Contractor's employees or agents entering the College's campus or premises to perform work pursuant to this Agreement, Contractor must have conducted, and the employee or agent must have passed, a background check. In addition, if Contractor's employee or agent is listed on the Florida or National Sex Offenders Registry, that employee or agent may not enter the College's campus or premises in furtherance of this Agreement.
- 10) Contractor's Employment of Unauthorized Aliens.** Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, the College may terminate this Agreement immediately upon notice to Contractor for Contractor's violation of this provision.
- 11) E-Verify.** All terms defined in section 448.095, Florida Statutes are adopted and incorporated into this provision. Pursuant to section 448.095, Florida Statutes, Contractor certifies (Exhibit III) that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor must also require the subcontractor to comply with the requirements of section 448.905, Florida Statutes. The subcontractor must provide to the Contractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with or to, any unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of this Agreement. The College may terminate this Agreement immediately upon notice to Contractor for Contractor's violation of this provision.

Agreement, Workers' Compensation Insurance for all its employees connected with the work related to this Agreement. In the event any work related to this Agreement is sublet or subcontracted, the Contractor must require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under Workers' Compensation, the Contractor must provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

- 13) Equal Opportunity.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age or disability.
- a) The Contractor will comply with the provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the Contract regardless of value.
 - i) If the Contractor anticipates receiving \$10,000 in orders during the first 12 months of this Agreement, Contractor must complete the Certificate and Agreement of Non-Segregated Facilities (Exhibit IV).
 - b) The Contractor will also comply with the Americans with Disabilities Act (ADA) of 1990, as revised.
 - c) If the Contractor anticipates receiving \$50,000 in orders during the first 12 months of this Agreement, and employs more than 50 people, the Contractor will complete and file prior to March 1 of each year a standard form 100 (EEO-1) and will maintain a written program for affirmative action compliance that is available for review upon the College's request.
- 14) Subcontractors.** The Contractor is fully responsible for all work performed under this Agreement. The Contractor may, with the prior written consent of the College, enter into written subcontract(s) for performance of certain of its functions under this Agreement. The Contractor's subcontracts must not be implemented or effective until and unless approved in writing by the College. Contractor will fully notify any subcontractors of Contractor's responsibilities pursuant to this Agreement by providing language in the Contractor's subcontracts with subcontractors for work related to this Agreement. Contractor is solely responsible for all payments to its subcontractors. Contractor will require its subcontractors to provide proof of the required insurance coverage as well as proof of appropriate licenses before allowing the subcontractor to perform work related to this Agreement.
- 15) Small Business Minority Enterprise (SMBE) Reporting.** In each invoice submitted to the College, the Contractor will report the following information for each SMBE used in the performance of this Agreement: Name, Address, Type of Certification and Dollar Amount paid for work related to this Agreement.
- 16) Covenant Against Commissions or Brokerage and Contingent Fees.** Contractor warrants that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this warranty, the College has the right to annul this Agreement, without liability, and to deduct from any amounts otherwise payable to Contractor under this Agreement the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to the College under this Agreement, at law or in equity.
- 17) Insurance.** Contractor will maintain, at its own expense, amounts of insurance as required in the Solicitation. If no insurance is mandated in the Solicitation, Contractor must at a minimum maintain insurance that covers the Contractor's exposure in performing this Agreement. The College is self-insured and is not required to obtain additional insurance for purposes of this Agreement.

- 18) Licensing Requirements.** To the extent applicable, Contractor must have and maintain all appropriate licenses necessary to perform the Services related to this Agreement. Contractor must provide proof of such licenses to the College upon request.
- 19) Work for Hire.** Any work specifically created for the College under this Agreement by the Contractor is considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") are and remain the property of the College, and, unless otherwise specifically set forth herein, are considered specially ordered for the College as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the College.
- a) The College owns all right, title and interest in the Materials. Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the College.
 - b) The Materials must be to the College's satisfaction and are subject to the College's approval. Contractor bears all risk of loss or damage to the Materials until the College has accepted delivery of the Materials.
 - c) The College is entitled to return, at Contractor's expense, any Materials which the College deems to be unsatisfactory.
 - d) On or before completion of the Contractor's services hereunder, the Contractor must furnish the College with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.
 - e) Contractor hereby represents and warrants that the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and that no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties, or other payments.
- 20) Trademark or Copyright Infringement.** Contractor will, at its expense, defend any suit brought against the College and will indemnify the College against an award of damages and costs made against the College by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that the College notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that Contractor is permitted to control the defense in any litigation or settlement of the suit. The College will provide reasonable cooperation in the defense of the suit at Contractor's expense. Such defense and indemnity survives termination or expiration of this Agreement.
- 21) Confidentiality of Information.**
- a) The Contractor acknowledges and agrees that the following items are and remain confidential, proprietary, and the sole property of the College:
 - i) all documents, studies, materials and information furnished to the Contractor by the College or the College's affiliates in connection with this Agreement, and
 - ii) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for the College in connection with this Agreement or which reflect any of the documents, studies, materials or information furnished to the Contractor by the College (the materials described in this provision are collectively referred to as the "Information")
 - b) The Contractor agrees that it will not use the Information nor share the Information with its employees, except as necessary to the Contractor's performance under this Agreement, and the

keeping of confidential and/or personally identifiable information. The Contractor must not disclose Information to third parties unless it obtains the College's written consent to such disclosure.

- c) In the event the Contractor is required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor will:
 - i) provide the College with prompt notice thereof;
 - ii) consult with the College on the advisability of taking steps to resist or narrow such disclosure;
 - iii) furnish only that portion of the information that is responsive to the request;
 - iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and
 - v) reasonably cooperate with the College in any attempt that the College may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records.
- d) Upon termination of this Agreement or upon request by the College, the Contractor will promptly return the Information to the College. Notwithstanding the foregoing, if the College will share or provide access to protected health information or "PHI" with the Contractor for the Contractor to perform this Agreement, the College and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Agreement regarding the PHI (in lieu of this provision). This provision survives the termination or expiration of this Agreement.

22) Compliance with Public Records Law. The College is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and the College will respond to such public records request without any duty to give the Contractor prior notice. The College may unilaterally terminate this Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with this Agreement. This provision survives termination or expiration of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gulf Coast State College Attention:

Dr. Taylor Gilmore

Panama City, FL 32401

tgilmore1@gulfcoast.edu (850) 872-3843

- a) To the extent that Contractor meets the definition of "contractor" under section 119.0701, Florida Statutes, in addition to other requirements provided by law, Contractor must comply with public records laws, including the following provisions of section 119.0701, requiring Contractor to:
 - i) Keep and maintain public records required by College to perform the Service.
 - ii) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii) Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement, any renewals, and following completion of this Agreement if Contractor does not transfer the records to College.

possession of Contractor or keep and maintain public records required by College to perform the Service.

- b) If Contractor transfers all public records to the College upon completion or termination of this Agreement, Contractor must destroy any duplicate confidential information or records that are exempt from public records disclosure.
- c) If Contractor keeps and maintains public records upon completion or termination of this Agreement, Contractor must meet all applicable requirements for retaining public records.
- d) All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- e) Third parties requesting to inspect or copy public records relating to this Agreement must be made directly to the College. If the College does not possess the requested records, the College will notify the Contractor of the request, and the Contractor must provide the records to the College or allow the records to be inspected or copied within a reasonable time.
- f) The College may inspect the:
 - i) Financial records, papers, and documents of the Contractor that are directly related to the performance of this Agreement or the expenditure of state funds.
 - ii) The Contractor's programmatic records, papers, and documents which the College determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met.
 - iii) The Contractor must provide such records, papers, and documents requested by the College within 10 business days after the request is made.
 - iv) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
- g) The terms of this section 23 Compliance with Public Record Laws are material terms of this Agreement, and failure to comply may result in termination of this Agreement and/or civil penalties.

24) Termination.

- a) **Termination for Cause.** Either party may terminate this Agreement for cause by giving the other party thirty (30) calendar-days written notice and an opportunity to cure by setting forth with specificity the basis for the termination of this Agreement for cause. For purposes of this Agreement, "cause" means the failure by either party to: (i) provide the Services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.
- b) **Termination at Will.** This Agreement may be terminated by College by providing written notice to Contractor of such intent to terminate at least 10 days prior to the effective date of such termination.
- c) If this Agreement is terminated, College is liable only for payment of Services received or rendered prior to the date of termination and accepted by College.

25) Convicted Vendor List. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).

26) Annual Appropriations. The State of Florida and the College's performance and obligation to pay under this Agreement is subject to and contingent upon sufficient appropriations by the Florida Legislature and other entities' allowance of the College to use such funds. In the event the entities controlling such funding fail to appropriate funds or to allow the College to use such funds, and the College has determined, in the College's sole discretion, that there are insufficient funds available to cover the College's obligation under this Agreement, the College has the right to terminate this Agreement without damage, penalty, cost or further obligation. The College will give notice to the

such notice by the Contractor, the Contractor is entitled to payment only for those services performed and accepted by the College prior to the date such notice is received.

- 27) Waiver of Rights and Breaches.** No right conferred on the College by this Agreement is deemed waived and no breach of this Agreement excused unless such waiver of right or excuse of breach is in writing and signed by the College. The College's waiver of a right or excuse of breach does not constitute a waiver or excuse of any other right or breach.
- 28) Federal, State, Local Laws, and Regulations.** The Contractor and any subcontractors must comply with all applicable laws, ordinances, and regulations. Contractor agrees to protect and indemnify the College, and its officers and agents against any claims or liability arising from, or based on, any violations of such by Contractor or its subcontractors.
- 29) Force Majeure.** In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation will be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section do not excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.
- 30) Lobbying.** Contractor is prohibited from using funds provided under this Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 31) Assignment/Modification of Agreement.** This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. This Agreement is binding upon the parties' successors and assigns.
- 32) Indemnification.** The Contractor is responsible for its performance under this Agreement. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, the College and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the College premises in performance of this Agreement. This provision survives termination or expiration of this Agreement. The Contractor's obligations under this provision do not extend to any liability caused by the sole negligence of the College or its officers, agents, or employees.
- 33) Sovereign Immunity.** Nothing in this Agreement is to be construed as an indemnification of the Contractor by the College or as a waiver of sovereign immunity beyond that provided in section 768.28, Florida Statutes.
- 34) Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any disputes related to this Agreement will be governed by Florida law, and this Agreement is deemed to have been executed and entered into in the State of Florida. Exclusive venue of any actions arising out of this Agreement will be in the courts in Bay County, Florida.
- 35) Notice.** Any notices required under this Agreement must be in writing, signed by the party giving such notice, and served on the other party:

- a) Via hand delivery; or
- b) Via U.S. Mail, postage prepaid, registered or certified, return receipt requested; or
- c) Via expedited mail or package service, provided a receipt showing the delivery has been retained; or
- d) Via email

To College:

Gulf Coast State College
 5230 West Highway 98
 Panama City, Florida 32401
 Attn: Dr. Taylor Gilmore
 Email: tgilmore1@gulfcoast.edu

To Contractor:

Name:
 Address:
 Attn:
 Email:

With a copy to:

VP, Administration & Finance
jmercerc@gulfcoast.edu

With a copy to:

36) Use of Agreement by Other Governmental Agencies. At the option of the Contractor, the use of this Agreement may be extended to other governmental entities, including the State of Florida, its agencies, political subdivisions, counties, and cities, and any College in the State College System of Florida. Each such entity using this Agreement does so independently of the College and is solely responsible for its duties under its own agreement.

37) F.O.B. for Deliveries. For shipping and delivery of goods, shipping charges are included in the price of the goods and the shipped goods become the legal property and responsibility of the College only after the goods have been delivered and the College has inspected and accepted the goods. Contractor is responsible for the goods until such time.

The parties have affixed their signatures to this Agreement:

For College:

For Contractor:

 Signature

 Signature

 Name

 Name

 Title

 Title

 Date

 Date

E-Verify Certification

Contractor hereby certifies compliance with the following:

Pursuant to section 448.095, Florida Statutes, Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Gulf Coast State College. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Gulf Coast State College on its behalf utilize the E-Verify system to verify the employment eligibility of all new employees hired by subcontractor.

Contractor's Name

By:

Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

Trade Secret Affidavit

STATE OF _____

COUNTY OF _____

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of eighteen and am a resident of the State of _____. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
2. I am the _____ (position) of _____ (name of corporate entity), a _____ (state) _____ (type of corporate entity), whose principal address is _____.
3. [I consider/My company considers] the information contained in the document(s) entitled _____ (*Identify with specificity the documents for which trade secrets protection is claimed*) and inserted in Tab F of the Competitive Solicitation ("Tab F") a trade secret under applicable law for the following reasons: (*Provide a description of the document sufficient to determine the application of the trade secret exemption and explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from public records under applicable Florida law*).
4. [I have/My company has] taken measures to prevent the disclosure of the information contained in Tab F to anyone other than those who have been selected to have access for limited purposes, and [I intend/my company intends] to continue to take such measures.
5. [I consider/My company considers] the information contained in Tab F to have value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.
6. All of the information in Tab F is not and has not been reasonably obtainable, without [my/our] consent, by other persons by use of legitimate means.
7. All of information in Tab F is not publicly available elsewhere.
8. I am the person for Gulf Coast State College to contact in the event a challenge to any information contained in this Affidavit is received.

Executed on this _____ day of _____ in _____ County,
_____ (State).

Affiant- Full Name:

Address:

Telephone:

E-mail:

Affiant Signature:

STATE OF

COUNTY OF

Sworn to or affirmed and signed before me on _____ (date) by

_____(Affiant).

NOTARY PUBLIC

Personally Known

Produced identification (Type of ID)