



**REQUEST FOR PROPOSALS
09/10-11
Vehicle Rental Services**

Issued by:

**Valencia Community College
Procurement Office**

September 2009

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1 INTRODUCTION

The District Board of Trustees of Valencia Community College, Florida is requesting proposals from responsible companies to provide Vehicle Rental Services for its four campuses and three centers in the greater Orlando metropolitan area. The current Valencia rental contract is also utilized by other state and community colleges as well as other state universities, local governments, and other public entities. The purpose of this Request for Proposals is to establish a single contract with a firm that is most qualified and is strategically located to best serve the vehicle rental requirements of the College.

Valencia Community College is proof that great things can come from small beginnings. In the fall of 1967 we began as Valencia Junior College in a few portable buildings on West Oakridge Road in Orlando. Although the facilities weren't lofty, our goals were: we wanted to help our students become as successful as possible in their classes, their careers and their lives. Armed with a passion for teaching and concern for the students, our small group of educators began to teach the increasing number of students coming to the campus. In 1971, we changed our name to Valencia Community College and moved to our first permanent location, the 180-acre West Campus located on South Kirkman Road.

From those humble beginnings, Valencia has become an innovative leader in higher education with a national reputation for teaching excellence. With four campuses and two centers in the Orlando area, Valencia is now the fourth largest of Florida's 28 community colleges, teaching more than 50,000 students a year. To better meet the needs of our students, Valencia opened the East Campus in 1975, the Osceola Campus in 1997 and the Winter Park Campus in 1998. Yet we never lost sight of our original goals. Armed with Practical knowledge, Valencia's faculty and staff put their energies into a "learning-centered" philosophy that emphasizes individual student success.

In an ongoing effort to be responsive to the business community, Valencia builds relationships with high schools, universities and corporate partners to strengthen academic scholarship and economic development. Valencia has close to 500 corporate education/training partnerships, including those with AT&T, Florida Hospital, Lockheed Martin, NationsBank, Sea World, SmithKline/Beecham, Universal Studios and British Airways. The National Alliance of Business named Valencia "National Community College of the Year" in 1998 for its "effective and innovative leadership" in meeting the workforce needs of business and industry. The recognition is considered one of the most prestigious higher education awards.

Our selection in 2000 as a Vanguard Learning College is just further affirmation of the effectiveness of our student-first philosophy. It's a philosophy we've had for more than 30 years, and it continues to guide us into what we hope is an even bigger and brighter future.

2 SUBMITTING YOUR PROPOSAL

Proposals and other required documents must be enclosed in a sealed opaque envelope or container that is identified as a "Request for Proposals" including the supplier name, RFP number, and the RFP opening time and date. The envelope or container shall be addressed to Valencia Community College, Procurement Services (MC 4-42), 1800 South Kirkman Road, Building #14, Room 100, Orlando, FL 32811 and must be submitted before 3:00 P.M. on Friday, October 16, 2009. Proposals received after this date and time will be returned unopened

To be responsive, proposers shall provide an **original and three (3) copies** of your proposal and ensure that your proposal shall **not exceed 50 pages in length.**

2.1 Schedule of Events

Time	Day / Date	Description
	Tuesday, September 29, 2009	Issue Solicitation-Post on Web and Advertise
2:00pm	Friday, October 9, 2009	Pre-Submittal Meeting. West Campus, Bldg: 14, Room: 100.
3:00pm	Friday, October 16, 2009	RFP's due. Procurement Services, West Campus, Bldg: 14, Room: 100
9:00am	Wednesday, October 21, 2009	Public Meeting to review and shortlist companies. West Campus, Bldg.14, Room: 100A.
1:30pm	Friday, October 23, 2009	Interview the finalists if necessary. West Campus, Bldg. 14, Room: 100

Directions to the West Campus may be obtained at http://www.valenciacc.edu/AboutUs/locations/west_campus.cfm

There will be a non-mandatory pre-submittal meeting on Friday, October 9, 2009 at 2:00pm at the following location: Valencia Community College, West Campus, 1800 S. Kirkman Road Orlando, FL 32811 Building #14 Room 100A. Reservations for the meeting may be submitted via e-mail to Valencia Procurement at valenciaprocurment@valenciacc.edu.

3 SCOPE OF WORK

Valencia Community College is seeking qualified firms to provide Vehicle Rental Services for its four campuses and three centers in the greater Orlando metropolitan area. The current Valencia rental contract is also utilized by other state and community colleges as well as other state universities, local governments, and other public entities. The purpose of this Request for Proposals is to establish a single contract with a firm that is most qualified and is strategically located to best serve the vehicle rental requirements of Valencia.

The College does not have its own fleet of cars or vans for passenger use.

Valencia's Student Development Organization will be the primary user of this contract, although a number of other College departments also have needs for local and out of state travel.

The most advantageous proposer is one that will be able to document their ability to best serve all of Valencia's locations and to the greatest extent possible, the needs of our sister colleges throughout the state of Florida.

The successful firm must be able and willing to accept the College's MasterCard as well as a purchase order, in very limited cases, for rental payments.

Requests for rate adjustments will be considered only at the end of each renewal period. Appropriate documentation will be required to justify any increases in the rental prices at the time of renewal.

3.1 Utilization Data

The following is a partial list of State and Community Colleges known to have utilized Valencia's existing contract and their approximate usage for FY 08/09. The usage information below does not include any rentals from employees for personal usage from any of the institutions listed:

- Edison State College in Fort Myers Florida - 56 confirmations for a total of \$9,732.82
- Central Florida Community College- \$10,506.00
- Pasco–Hernando Community College–utilize the contract-dollar amounts not available
- Seminole Community College – utilizes the contract- dollar amounts not available
- Broward College - \$1,000.00
- South Florida Community College- \$1,800.00
- Gulf Coast Community College – \$5000.00 and in process of eliminating fleet
- Lake City Community College – utilizes contract exclusively -\$2,700.00
- State College of Florida (formerly Manatee) – dollar amount not available
- Daytona State College – expressed an interest in utilizing the contract
- Indian River Community College - expressed an interest in utilizing the contract
- Valencia Community College - \$17,435.18

- The University of Florida – no data available
- It is anticipated that additional colleges, universities, and other state agencies will participate in the resultant contract. However, there is no guarantee that any specified level of utilizations will be obtained or maintained.

The addresses, directions and maps for all Valencia locations may be found at the following site: <http://www.valenciacc.edu/aboutus/locations/>.

The addresses, directions and maps for all Florida State and Community Colleges may be found at: <http://data.fldoe.org/workforce/contacts/default.cfm?action=showList&ListID=11>

3.2 Term of the Agreement

The Term of this agreement will be for one year beginning on the date signed. This agreement will be eligible for five (5) additional one year terms by mutual written consent.

4 RESPONSE SPECIFICATIONS

- 4.1 Provide the name of your organization or company and include the date and location of incorporation, principal officers, board of directors, and number and size of locations in Orlando and within the State of Florida.
- 4.2 Provide the names, function, and resumes of the individuals within your Company who will be assigned to this project in the Orlando area. Who will be the main contact person for any and all issues that may arise?
- 4.3 List projects of a similar size and scope that your organization has been associated with over the last two years and provide at least three current references that Valencia Community College may contact to evaluate customer satisfaction. Please provide contact, address, phone number, and email address. References from institutions of higher education are preferred.
- 4.4 Complete the Cost Sheet (Attachment A).
- 4.5 Discuss in detail your company's operational procedures, including but not limited to, pickup and delivery services, drop off charges, refueling charges, additional driver fee, out of state travel, roadside assistance, replacement vehicles, reservation services, internet options, one way rentals, etc.
- 4.6 Please supply copies of Google maps that indicate your companies nearest location to each of the Valencia locations. Include mileage and estimated driving times from your location(s) to our locations.
- 4.7 Describe in detail your company's insurance policy/coverage that is included in the quoted prices of the rentals rates listed on your cost proposal sheet. List the dollar amount of coverage in each category. Does the coverage include an override provision that covers additional college employees that may use the vehicle for business use? Does the coverage include the loss of the use of the vehicle as well as repairs? Discuss other information you would like for us to consider on your coverage.
- 4.8 Describe/present your mileage rate plans (in and out of state).
- 4.9 Indicate the lead time required to request multiple vehicles or special vehicles such as cargo vans or SUV's. Do your rental vehicles have GPS availability? And if so, discuss options and pricing.
- 4.10 Provide any additional information that you believe may be important in helping the committee select the most advantageous rental company; for example, what sets your company apart from your competition, etc.
- 4.11 Provide a copy of your organizations annual reports for 07/08 and 08/09. The financials must include a balance sheet, statement of cash flow and income statement for the most recent two year period. Submit one (1) original copy in a separate sealed envelope marked "Confidential" with the original packet.

5 *PROPOSAL EVALUATION CRITERIA*

5.1 EVALUATION CRITERIA

Valencia Community College will evaluate all acceptable proposals based on the criteria identified below, and listed in relative order of importance:

- Criteria 1: Locations and Staffing
- Criteria 2: Operational Procedures
- Criteria 3: Cost/ Mileage rates
- Criteria 4: Insurance Coverage
- Criteria 5: Company stability, financial information
- Criteria 6: Additional information

6 SUPPLIER INSTRUCTIONS FOR RESPONDING TO A RFP

6.1 GENERAL INFORMATION

These instructions compliment and are incorporated into the RFP document. Offers by telephone or telegram shall not be accepted. Also, suppliers are instructed NOT to fax their RFP. Faxed RFP's shall be rejected as non-responsive **regardless of where the fax is received.**

It is the sole responsibility of the supplier to ensure that their RFP reaches the Procurement Office. All proposals must be delivered to the following address no later than the time and date specified in the solicitation:

Valencia Community College
Procurement Office (MC 4-42)
1800 S. Kirkman Road, Bld 14, Room 100
Orlando, FL 32811

Respondents are cautioned that they are responsible for delivery to the specific location cited in the RFP. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the specific address. This office will not be responsible for deliveries made to any place other than the specified address.

The College shall in no way be responsible for delays caused by an occurrence. The time/date stamp clock located in the Procurement Office shall serve as the official authority to determine lateness of any RFP. The RFP time must be and shall be scrupulously observed. RFP's received after the specified date and time are considered late.

All RFP's must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or supplier. Errors, corrections, or changes on any document must be initialed by the signatory of the company or supplier. Suppliers shall not be allowed to modify their RFP's after the opening time and date. Proposals may be examined during normal working hours, after evaluation as permitted by law.

6.2 THE REQUEST FOR PROPOSAL (RFP) PROCESS

By publication of a Request for Proposals, Valencia Community College begins an administrative process that may or may not lead to the award of a contract(s). The College may stop the process at any time, with or without cause, and nothing in the RFP document may be interpreted as an offer to purchase, procure, or otherwise acquire any product or service from any proposer or supplier.

Typically, the RFP process employs the following steps:

- RFP Publication and Distribution to interested parties
- Pre-proposal conference
- Receipt of Proposals
- Initial Proposal Evaluation
- Supplier discussions and Fact Finding (if required)

- Request for best and final offers (if required)
- Selection of most advantageous proposal(s)
- Contract negotiations
- Contract(s) Award
- Board of Trustees Approval (if required)
- Contract implementation

Except as specifically noted in the RFP, there is no time limit either expressed or implied on the completion of each step in the process.

6.3 SUBMISSION OF RFP

The RFP must be mailed or hand delivered in a **sealed** envelope to:

**Valencia Community College
Procurement Office, Bldg 14, Room 100
1800 S. Kirkman Road,
Orlando, FL 32811**

Suppliers must indicate on the sealed envelope the following:

- A. RFP Number**
- B. Hour and Date of Opening**
- C. Name of Supplier**

RFP's received in the **PROCUREMENT OFFICE** after the time and date specified, are considered late.

6.4 COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with Valencia Community College's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

6.5 RFP ACCEPTANCE PERIOD

A RFP shall constitute an irrevocable offer for a period of ninety (90) days from the RFP opening date or until the date of award, whichever is earlier. In the event that an award is not made by the College within ninety (90) days from the RFP opening date, the supplier may withdraw his RFP or provide a written extension of his/her RFP.

6.6 RFP TABULATION AND RESULTS

Will be made available on the Valencia Community College Website at: <http://valenciacc.edu/procurement/bids.cfm>

6.7 RFP AND RELATED COSTS

By submission of a RFP, the supplier agrees that all costs associated with the preparation of his/her will be the sole responsibility of the supplier. The supplier also agrees that the College bears no responsibility for any costs associated with the preparation of the RFP and/or any administrative or judicial proceedings resulting from the solicitation process.

6.8 FEDERAL AND STATE TAX

Valencia Community College is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transmissions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). Suppliers doing business with the College shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with Valencia Community College nor shall any supplier be authorized to use the College's Tax Exemption Number in securing such materials.

6.9 ACCEPTANCE/REJECTION/CANCELLATION

Valencia Community College reserves the right to accept or to reject any or all RFP's and to make the award to that supplier who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. Valencia Community College also reserves the right to reject the RFP of any supplier who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the College's opinion, is not in a position to perform properly under this award. Valencia Community College reserves the right to inspect all facilities of suppliers in order to make a determination as to the foregoing. Valencia Community College reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Valencia Community College reserves the right, and the Director of Procurement, has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by Valencia Community College's District Board of Trustees when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to College code.

6.10 BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specification does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the RFP.

The determination as to whether any alternate product or service is or is not equal shall be made solely by Valencia Community College and such determination shall be final and binding upon all suppliers. Valencia Community College reserves the right to request and review additional information to make such a determination.

Although Valencia Community College provides for the consideration of alternate RFP's, it reserves the right to make an award in the best interest of the College. Such award may not necessarily be given to the lowest RFP offered.

The supplier shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items/service requested. Unless the RFP is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing **prior** to the date and time specified for receipt of RFP's. Deviations, if accepted, will be specifically addressed in writing via an addendum to the RFP. Any goods or services that are not in compliance with the specifications will not be accepted.

6.11 CONFLICT OF INTEREST

The award is subject to provisions of applicable Florida State Statutes. All suppliers must disclose with their RFP the name of any officer, director, or agent who is also an employee of Valencia Community College. Further, all suppliers must disclose the name of any College employee who owns, directly or indirectly, an interest in ten percent (10%) or more in the suppliers supplier or any of its branches. Should the awarded supplier permanently or temporarily hire any College employee who is, or has been, directly involved with the supplier prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the College.

6.12 LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the supplier shall in no way be a cause for relief from responsibility.

- a. Suppliers doing business with the College are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: Employment practices, rates of pay or other compensation methods, and training selection.
- b. Minority / Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, and Asian-Indian. Businesses wishing to participate in the College procurement process as an M/WBE are required to complete a Supplier Business Profile, and submit certification to attain recognition as such. You may contact the Procurement Office for information and assistance.

6.13 CLARIFICATIONS

It is the supplier's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your RFP after opening or for subsequent protest of award. Suppliers may contact the Procurement Office via e-mail at Valenciaprourement@valenciacc.edu **prior** to the RFP opening, should clarification be required

6.14 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this RFP, the supplier certifies, and in the case of a joint RFP, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this RFP have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other supplier or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the supplier and will not knowingly be disclosed by the supplier prior to opening, directly or indirectly, to any other supplier or to any other competitor, and;

- c. No attempt has been made or will be made by the supplier to induce any other person or supplier to submit or not to submit a RFP for the purpose or restricting competition.

6.15 AWARD

The College may elect to award a contract(s) to the supplier(s) whose proposal is determined to be most advantageous with respect to price, conformance to the specifications, quality, and other factors as listed in the evaluation criteria.

6.16 F.O.B. POINT

The F.O.B. point shall be multiple locations:

East Campus

701 N. Econlockhatchee Trail, Orlando FL 32825

West Campus

1800 S. Kirkman Road, Orlando FL 32811

Osceola Campus

1800 Denn John Lane, Kissimmee, FL 34744

The price bid shall include all costs of packaging, transporting, delivery, unloading, installation, and set-up, serviced, tested and demonstrated at no charge to the college at the designated points.

6.17 EEO STATEMENT

Valencia Community College is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender

6.18 PROTEST OF SPECIFICATIONS

Any Notice of Protest involving the specifications/term/conditions or any other aspect of the Request for Proposal must be filed in writing within seventy-two (72) hours after the receipt of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes the protest is based upon. Failure to file a Notice of Protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceeding under chapter 120 FS.

6.19 POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review at the Procurement Office and electronically posted on the Procurement Web-site prior to submission through the appropriate approval process. Failure to file a written protest to the Director of Procurement within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of bid protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful supplier. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

6.20 CONTRACTUAL AGREEMENT

This RFP shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), RFP document and response. Any and all legal actions associated with this RFP and/or the resultant contract (purchase order) shall be governed by the laws of the state of Florida.

6.21 PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted supplier list following a conviction for a public entity crime may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFP's on leases of real estate property to a public entity, may not be awarded or perform work as a supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted supplier list.

6.22 DRUG-FREE WORKPLACE FORM

Whenever two or more proposals are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contracted services, a proposal from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Reference Florida Statutes 120.57

6.23 ESTIMATED QUANTITIES

Valencia Community College reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the RFP proposal page. It is understood by all supplier's that these are only estimated quantities and the College is not obligated to purchase any minimum or maximum amount during the life of this contract.

7 CONTRACTUAL TERMS AND CONDITIONS

7.1 TERMINATION

7.1.1 Termination for Default

The College may, by written notice to the supplier, terminate this contract for default in whole or in part (delivery orders, if applicable) if the supplier fails to:

- a. Provide products or services that comply with the specifications herein or fails to meet the College's performance standards.
- b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- c. Make progress so as to endanger performance of this contract.
- d. Perform any of the other provisions of this contract.

Prior to termination for default, the College will provide adequate written notice to the supplier through the Director of Procurement, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension of purchasing goods/services with the College. The supplier and its sureties (if any) shall be liable for any damage to the College resulting from the supplier's default of the contract. This liability includes any increased costs incurred by the College in completing contract performance.

In the event of termination by the College for any cause, the supplier will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College the supplier shall:

- a. Stop orders/work on the date and to the extent specified.
- b. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the College.
- d. Continue and complete all parts of that work that have not been terminated

If the supplier's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the supplier's, the contract shall not be terminated for default. Examples of such causes include (1) Acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

7.1.2 Termination for Convenience

The College, by written notice, may terminate this contract, in whole or in part, when it is in the College's best interest. If this contract is terminated, the College shall be liable only for goods or services delivered and accepted. The College Notice of Termination may provide the supplier thirty (30) days prior notice before it becomes effective. However, at the College's sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

7.2 INDEMNIFICATION FOR TORT ACTIONS / LIMITATION OF LIABILITY

The provisions of Florida Statute 768.28 applicable to Valencia Community College, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the College acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the College acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The College shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the supplier shall defend, indemnify, and hold harmless the College, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the supplier or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

Provided, however, if the contract between the College and the supplier is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the supplier to defend, indemnify or hold harmless the College, shall be limited to an obligation to indemnify or hold harmless the College, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the supplier and persons employed or utilized by the supplier in the performance of the contract.

7.3 SUCCESSORS AND ASSIGNS

The College and the supplier each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the College nor the supplier shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the supplier.

7.4 PRICING / AUDIT

The awarded supplier shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The College shall have access to such books, records, subcontract, financial operations, and documents of the supplier or its sub-contractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the supplier's place of business.

7.5 INSURANCE REQUIRED

- A. The Supplier shall indemnify, defend, and pay on behalf of and hold completely harmless the College ("College" includes, without limitation, members of the College's Board of Trustees, officers, employees, contractors and agents) from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the College, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Agreement, or the acts or omissions of the Supplier ("the Supplier" includes, without limitation, its officers, agents, employees, subcontractors, licensees or invitees), regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the College's negligence or by the joint negligence of the College and any person other than the Supplier, or (ii) arising out of or in connection with the failure of the Supplier to keep, observe or perform any of the covenants or agreements in this Agreement which are required to be kept, observed or performed by the Supplier. College agrees to give the Supplier reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Supplier or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Supplier shall engage counsel reasonably acceptable to College. The indemnification provisions of this Section shall survive the expiration or earlier termination of this Agreement with respect to any acts or omissions occurring during the term of the Agreement.
- B. The Supplier shall assume all responsibility for loss incurred by College caused by the Supplier's neglect or violation of any state or Federal law, state or municipal or agency rule, regulation or order. The Supplier shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Supplier will notify the College in writing of any claim made or suit instituted against the Supplier because of its activities in performance of this Agreement.
- C. In any and all claims against the College, or any of its officers, trustees, agents, contractors, or employees, by any employee of the Supplier, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them

may be liable, the indemnification obligation of the Supplier under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefit payable by or for the Supplier or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

- D. No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that College may have as to any party or person described therein.
- E. The Supplier shall purchase and maintain in force during the term of this Agreement, at its own cost and expense, to protect the College, (including, without limitation, all members of the College's Board of Trustees, officers, agents, and employees) from and against any and all liabilities, arising out of or in connection with the Supplier's performance of its obligations hereunder, general liability and other insurance, including automobile liability insurance, with limits of coverage reasonably acceptable to the College and with contractual liability coverage for the Supplier's covenants to and indemnification of College under this Agreement. The College requires an insurer authorized to do business under the laws of the state of Florida with a BEST guide rating of B+ V or higher covering the Supplier's officers, employees, agents, servants and its subcontractors (if any) engaged in the provision of services under this Agreement upon the following terms and conditions and for the specified amounts:
 - i. Statutory workers' compensation insurance covering the Supplier's Employees; and
 - ii. Employer's liability insurance with a minimum limit of \$100,000.00 per occurrence; \$200,000.00 combined with respect to any employee not covered by workers' compensation insurance; and
 - iii. Commercial general liability insurance, including owned, non-owned and hired automobile liability coverage, applicable to personal injury and property damage, with a combined single limit of not less than \$1 million per occurrence, \$2 million aggregate; and which shall contain:
 - a. Provision or endorsement naming The District Board of Trustees of Valencia Community College, Florida as an additional insured with respect to liability arising out of the performance of any services by the Supplier or its employees, officers, agents, or servants under this Agreement and providing that such insurance is "primary" insurance with respect to College's interests and that any other insurance maintained by College is excess and not contributing insurance with the insurance required hereunder;
 - b. A waiver of subrogation with respect to the additional insured; and
 - c. Provision or endorsement stating that such insurance will include contractual liability specifically referring to liability assumed by the Supplier under this Agreement, including, without limitation, that set forth in this Agreement.
 - iv. Insurance to cover dishonest acts by Employees with a limit of not less than \$25,000.00; and
 - v. Statutory unemployment insurance

Any and all certificates called for by this subparagraph shall also specify that not less than thirty (30) days written notice shall be given to the College prior to cancellation, termination or modification of a policy of insurance required by this subparagraph.

- F. The Supplier agrees that the "District Board of Trustees of Valencia Community College, Florida" (including, without limitation, all members of the College's Board of Trustees, officers, agents, and employees) shall be named as additional insured's under such policy or policies of insurance. All such insurance shall provide that it is primary insurance as respects any other valid insurance College may possess, including any self-insured retention or deductible College may have, and that any other insurance the College does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies that are acceptable to the College, and said policies shall be in a form satisfactory to College. The declaration page(s) from all insurance policies obtained by the Supplier in accordance with this Paragraph E, or a properly completed Certificate of Insurance on a form provided by the College, shall be furnished to the College upon the execution of this Agreement, and said declarations page(s) or Certificate of Insurance shall provide that such insurance coverage will not be reduced or canceled without at least thirty (30) days prior written notice to College. Prior to the expiration of any such policy, the Supplier shall file with College a certificate of insurance showing that such insurance coverage has been renewed. If such insurance coverage is canceled or reduced, the Supplier shall, within five (5) days after such cancellation or reduction in coverage, file with College a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by College. If the Supplier fails to obtain or have such insurance reinstated, College may, if it so elects, and without waiving any other remedy it may have against the Supplier, immediately terminate this Agreement. The supplier shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and limits specified herein.
- G. Compliance with these insurance requirements shall not relieve or limit the supplier's liabilities and obligations under this contract. Failure of the College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the College to identify a deficiency from evidence provided will not be construed as a waiver of the supplier's obligation to maintain such insurance

7.6 INVALID PROVISIONS

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7.7 NOTICES

All notices required to be given by the Parties hereunder shall be in writing and shall be either delivered by hand or sent by United States certified mail, return receipt requested, and postage prepaid, or by a nationally-recognized overnight delivery service, to the address (es) set forth herein below or to such other address (es) within the United States of America as may from time to time be requested in writing:

A Party shall be deemed to have received a notice upon actual delivery or upon attempted delivery to the proper address by an overnight delivery service or upon refusal of a U.S. certified mail delivery.

7.8 REMEDIES; ATTORNEY'S FEES AND COSTS

- A. All remedies provided for in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to either Party at law or in equity arising hereunder. In the event any suit or action is brought pursuant to or in connection with this Agreement, the losing Party will pay all costs (including all costs, expenses, and reasonable attorneys', expert witness and paralegal fees) incurred by the prevailing Party in connection with such suit or action, and for any and all appeals or bankruptcy proceedings referable thereto. In the event each Party shall partially prevail in such action, such costs shall be equitably apportioned between the Parties by the court.
- B. Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, if not settled in a manner mutually agreeable to both the supplier and the College, shall be brought only in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida or the United States District Court of the Middle District of Florida, Orlando Division. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both College and the supplier. The supplier hereby consents to submit to the jurisdiction of the courts of the State of Florida with respect to any suit or action brought in connection with this Agreement.

7.9 WARRANTIES OF THE SUPPLIER.

The supplier represents and warrants unto College that no officer, employee, trustee or agent of the College has any personal interest, either directly or indirectly, in the business of the supplier to be conducted hereunder. The supplier further represents and warrants to College that it has not employed or retained any person, company, corporation, individual or supplier other than a bona fide employee working solely for the supplier, to solicit or secure this Agreement; that it has not paid or agreed to pay any person, company, corporation, individual or supplier, other than a bona fide employee working solely for the supplier, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement; and that it has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, corporation, individual or supplier in connection with carrying out this Agreement.

7.10 ASSIGNMENT

Neither this Agreement nor any of the supplier's rights or obligations hereunder may be assigned by the supplier without the College's prior written consent, which consent may be granted or withheld in the College's sole discretion.

7.11 HEADINGS

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

7.12 AMENDMENT

This Agreement shall not be amended or modified except pursuant to a writing signed by both Parties hereto.

7.13 VALIDITY

The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

7.14 INDEPENDENT CONTRACTOR STATUS

College is contracting for the Services of employees to be provided by the supplier. The employees are employed by the supplier and are not employees of College. Therefore, College has no responsibility for the deduction of payroll taxes (employee income tax withholding, social security contributions, and Medicare contributions) or the remittance of payroll taxes and the matching contributions (mandated employer portion of social security, Medicare and unemployment compensation), which are the sole responsibility of the supplier. The responsibility for the mandated workers' compensation coverage on each employee is the sole responsibility of the supplier. The supplier and College acknowledge and agree that the Supplier is and shall be an independent contractor; that neither the supplier nor any of its employees, subcontractors, representatives or agents is, or shall be deemed to be, an employee, partner, agent, legal representative, or joint venture of the College; and that neither the supplier nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of the College. Nothing contained in this Agreement shall be construed to create a joint employer relationship between the College and the Supplier with respect to any employee of the Supplier or its subcontractors. The Supplier further acknowledges that the College will not withhold any amounts with respect to federal, state or local taxes from amounts payable by the College hereunder and it shall be the exclusive responsibility of the Supplier to pay all amounts due with respect to applicable federal, state and local taxes on such amounts.

**REQUEST FOR PROPOSALS (RFP) # 09/10-11
Vehicle Rental Services**

Attachment A

**COST SHEET
Business Rentals with Insurance**

CARS		RATE		
CATEGORY	Make and Models	Daily	Weekly	Monthly
Economy		\$	\$	\$
Compact		\$	\$	\$
Intermediate		\$	\$	\$
Standard		\$	\$	\$
Full Size		\$	\$	\$
Premium		\$	\$	\$
Luxury		\$	\$	\$
Minivan		\$	\$	\$
Sport Utility (medium)		\$	\$	\$
Sport Utility (large)		\$	\$	\$
Pick Up (large)		\$	\$	\$
Cargo Van		\$	\$	\$
Hybrid		\$	\$	\$

**REQUEST FOR PROPOSALS (RFP) # 09/10-11
Vehicle Rental Services**

Attachment B

AUTHORIZED SIGNATORIES FORM

The supplier represents that the following person is authorized to sign contracts and related documents to which the supplier will be duly bound

Identification (Company Name, and DBA name – if applicable)			
Purchasing Address	City	State	ZIP
Alternate Purchasing Address (if applicable)	City	State	ZIP
Remittance Address	City	State	ZIP
Phone Number	Facsimile Number		
Web Address	E-mail Address		
Contact Person	Title		
Company is: Small Business Non-Profit Government City, State Sole Proprietor Corporation Partnership			
Type of Service or Commodity (Required to be added to supplier list)			
Federal Employer Identification Number (FEIN, 9-digit) OR Social Security Number (SSN)			
Are you a 1099 recipient? Yes No	If YES , under what name. (A W9 form must be filled out and signed before payment is permitted)		
Ownership (reference Federal Register 49 CFR, Part 23 and 287.094 Florida statutes) Is your company at least 51% owned, controlled, and actively managed by: Minority Person(s) Woman or Women Certified by State, County, City or FMSDC? Y N			
For Minority Ownership (non-Caucasian), check applicable box: African American Hispanic American Asian American Native American Other _____ If Certified, please submit certificate			
Name (Print)			
Authorized Signature			
Title			

**REQUEST FOR PROPOSALS (RFP) # 09/10-11
Vehicle Rental Services**

Attachment C

ACKNOWLEDGEMENT OF ADDENDA

The supplier shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it no later than the date and time for receipt of the RFP. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your RFP. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

**REQUEST FOR PROPOSALS (RFP) # 09/10-11
Vehicle Rental Services**

Attachment D

DRUG-FREE WORKPLACE FORM

The undersigned supplier, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee 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 Florida Statute 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 any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date