



**REQUEST FOR PROPOSALS #09/10-13
Air Handling Unit Replacement
Building 2 Performing Arts Center
East Campus**

Issued by:

**Valencia Community College
Procurement Office
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1 INTRODUCTION

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 third 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.

Or 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

- 2.1 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 on or before 3:00 p.m. on Wednesday, November 18, 2009. Proposals received after this date and time will be returned unopened.
- 2.2 Responses must submit one (1) original and three (3) copies of their proposal.
- 2.3 There will be a **mandatory** pre-submission conference on Thursday, November 5, 2009, at 9:00 am. This conference will take place in the main lobby of Building 3 (3-177) at the Valencia Community College East Campus, located at 701 N Econlockhatchee Trail Orlando, FL 32825. Reservations for the conference may be submitted via e-mail to Valencia Procurement at valenciaprocedurement@valenciacc.edu. Directions to the east campus may be obtained at http://www.valenciacc.edu/AboutUs/locations/east_campus.cfm

3 GENERAL SPECIFICATIONS

3.1 SCOPE OF WORK

Based on the plans and specifications prepared by OCI Associates Inc., dated September 21, 2009, Valencia Community College is issuing a Request for Proposal (RFP) for the replacement of three air handlers on the East campus. The East campus is located at 701 N. Econlockhatchee Trail, Orlando, Florida 32825.

The scope of work includes the replacement of three air handlers on the East Campus in Building 2, along with electrical, roofing, and associated work to provide a complete functional system.

Time is of the essence. The Performing Arts Center is available from February 28, 2010 to March 21, 2010, and the Theater Technology Lab is available from March 6, 2010 to March 14, 2010. If the contractor fails to complete the work in the time specified the contractor hereby agrees to pay the owner \$500.00 per calendar day for every day the work is not completed. These payments are not to be considered a penalty but liquidated damages for the delay cost.

The drawing and specifications are available free of charge on Compact Disc (CD) and may be picked up at the Valencia Procurement Office at 1800 South Kirkman Road, Building 14 Room 100 Orlando, FL 32811.

3.2 SCHEDULE OF EVENTS

Date	Event	Time	Location
10/26/09	College releases RFP		
11/05/09	Mandatory Pre-submission conference	9:00 am	East campus, 701 N. Econlockhatchee Trail Orlando, FL 32825. Main Lobby of Building 3 (3-177).
11/18/09	RFP's due to College Procurement Department	3:00 pm	West Campus, Building 14 Room 100 (MC 4-42)
11/18/09	Proposals opened. A list of the companies who submitted is made available to the public	3:05 pm	West Campus, Building 14 Room 100
11/24/09	Public Evaluation Meeting	9:30 am	West Campus, Building 14 Room 100
12/15/09	Approval of the Board of Trustees	8:00 am	Criminal Justice Institute

3.3 OWNER DIRECT PURCHASE (ODP)

In order to take advantage of the college's tax exempt status the following procedure shall be followed for direct owner purchases. The contractor shall submit a vendor business profile and a W-9 along with a copy of the quote from the supplier. The college shall issue a purchase order to the supplier less sales tax. The contract amount shall be adjusted to reflect direct owner purchases. The contractor shall provide shop drawings and submittals, expedite delivery, receive and inspect, install and warranty the items as if they were purchased by the contractor. The college shall pay for direct owner purchase items based on an invoice approved by the contractor. However be sure to include material cost and sales tax in your bid.

3.4 SECURITY

Each proposal must be accompanied by a cashier's or certified check or a bond duly executed by a company authorized to do business in the State of Florida in the amount of five percent (5%) of the amount proposed. Such checks or bonds will be returned to all except the highest ranked Firms within ten (10) days after the opening of proposal. The remaining checks or bonds will be returned promptly after the College and the successful proposer / contractor have executed an agreement.

3.5 PAYMENT AND PERFORMANCE BOND

Before commencing any work, the contractor shall execute, deliver to the College and record in the Public Records of the County where the improvement is located; a payment and performance bond in accordance with Section 255.05, Florida Statutes. Bonds shall be equal to one hundred percent (100%) of the Contract.

Payment and performance bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida. College shall have final approval of all sureties.

3.6 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting the proposal, each Firm must: (a) examine the Project and Contract Documents thoroughly; (b) familiarize itself with the local conditions that may in any manner affect cost, progress or performance of the work; (c) familiarize itself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate its observations with the attached specification documents.

All Firms are **required to attend the mandatory pre-submission conference** Thursday, November 5, 2009, at 9:00 am. This conference will take place in the main lobby of Building 3 (3-177) at the Valencia Community College East Campus, located at 701 N Econlockhatchee Trail Orlando, FL 32825. Reservations for the conference may be submitted via e-mail to Valencia Procurement at valenciaprocmnt@valenciacc.edu. Directions to the East Campus may be obtained at http://www.valenciacc.edu/AboutUs/locations/east_campus.cfm

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, number of employees, size and locations of field offices. Include a letter from your bonding company stating your bonding capability and current bonding availability.
- 4.2 Provide the names and brief Resume of the Project Manager who will be assigned to this project. List specific project experience that will coincide with projects listed in 4.3.
- 4.3 Describe in detail 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. References from institutions of higher education are preferred.
- 4.4 Complete the attached pricing sheet. Please refer to the Attachment #1.
- 4.5 Provide a list of the subcontractors (if any) that you plan to use on this project. List each by their appropriate category (electrical, roofing, etc).
- 4.6 The College will be open for classes during the construction. Therefore, greater consideration will be given to the firm that best explains/describes their plan to minimize disruptions to campus operations and student traffic.
- 4.7 Provide any additional information that you believe may be important in helping the committee select the most advantageous contractor. For example, what sets you apart from your competition, etc.

5 PROPOSAL EVALUATION CRITERIA

5.1 EVALUATION CRITERIA

Valencia Community College will evaluate all acceptable proposals based on the criteria identified below. The evaluation criteria are listed below in relative order of importance:

- Criteria 1: Company Strength & Stability – Including Staffing and Financial
- Criteria 2: Relevant Company Experience
- Criteria 3: Cost
- Criteria 4: Action Plan
- Criteria 5: References

- 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, Bldg. 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 firm. Errors, corrections, or changes on any document must be initialed by the signatory of the company or firm. 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.

For information concerning this RFP, please contact the Procurement Office by calling (407) 582-5532. Please specify the RFP number for which you are inquiring.

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
1800 S. Kirkman Road, Bld 14, Room 100
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://www.valenciacc.edu/procurement/Bids/RFPs>.

6.7 RFP AND RELATED COSTS

By submission of a RFP, the supplier agrees that all costs associated with the preparation of his/her proposal 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 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 firm 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.

6.11 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, 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.

6.12 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. Supplier's may contact the Procurement Office, phone 407-582-5532, or by e-mail at Valenciaprocedurement@valenciacc.edu **prior** to the RFP opening, should clarification be required.

6.13 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 firm to submit or not to submit a RFP for the purpose or restricting competition.

6.14 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.

6.15 F.O.B. POINT

The F.O.B. point shall be a destination. The price in the RFP shall include all costs of packaging, transporting, delivery, and unloading.

6.16 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

6.17 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 advertisement date. 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.

6.18 PROTEST OF AWARD

The recommended award will be posted for review on the Procurement Web-site prior to submission to the Board for final approval. 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.

6.19 CONTRACTUAL AGREEMENT

The RFP terms and conditions 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.

6.20 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.

6.21 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

6.22 LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded supplier to obtain, at no additional cost to the College, any and all licenses and permits required to complete the contractual service. These licenses and permits shall be readily available for review by the Director of Procurement or his designee.

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. The contract resulting from this solicitation shall be non-exclusive and the College may procure the goods or services covered by the contract from other sources at its discretion.

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 UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded supplier and Valencia Community College for any terms and conditions not specifically stated in this proposal.

7.3 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.

7.4 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.

7.5 DEBRIS

Awarded supplier shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

7.6 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
- vi. Professional Liability Insurance with limit no t less than \$300,000 Annual Aggregate.

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

7.7 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.

7.8 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.

7.9 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 Firm and 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 Firm. The Firm 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.

7.10 ASSIGNMENT

Neither this Agreement nor any of the Firm's rights or obligations hereunder may be assigned by the Firm 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 Firm. The employees are employed by the Firm 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 Firm. The responsibility for the mandated workers' compensation coverage on each employee is the sole responsibility of the Firm. The Firm and College acknowledge and agree that the Firm is and shall be an independent contractor; that neither the Firm 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 Firm 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 Firm with respect to any employee of the Firm or its subcontractors. The Firm 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 Firm to pay all amounts due with respect to applicable federal, state and local taxes on such amounts.

7.15 PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice to:

Valencia Community College
Accounts Payable
PO Box 3028
Orlando, FL 32802
Phone (407) 582 3309

Invoices must include the purchase order number resulting from this RFP. In the event additional College Departments or other public entities utilize this contract, invoices are to be sent directly to the Accounts Payable Department.

7.16 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to such subject matter set forth herein, and there are no contemporaneous written or oral agreements, terms, or representations made by either Party other than those contained herein.

REQUEST FOR PROPOSALS # 09/10-13
Air Handling Unit Replacement
Building 2 Performing Arts Center, East Campus

ATTACHMENT No. 1

COST PAGE

1. Contract Cost: Bottom line total cost for all work, turn-key operation, everything included.

Total Cost Amount: \$ _____

RFP #09/10-13
Air Handling Unit Replacement
Building 2 Performing Arts Center, East Campus

ATTACHMENT No. 2
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			

RFP #09/10-13
Air Handling Unit Replacement
Building 2 Performing Arts Center, East Campus

ATTACHMENT No. 3

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 _____

RFP #09/10-13
Air Handling Unit Replacement
Building 2 Performing Arts Center, East Campus

ATTACHMENT # 4
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