



COLLEGE OF CENTRAL FLORIDA

INVITATION TO BID

MOTOR COACH SERVICES

ITB#: 15-5

Bid Issue Date: September 28, 2015

Bid Due Date/Time: November 12, 2015 at 2 p.m.

Location: Building 1/Founders Hall/Room 109

College of Central Florida offers equal access and opportunity in employment, admissions and educational activities. The college will not discriminate on the basis of race, color, ethnicity, religion, gender, age, marital status, national origin, genetic information or disability status in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of gender and violates this policy statement, the college will not tolerate such conduct. The following person has been designated to handle inquiries regarding the nondiscrimination policies contact Equity Officer, Ocala Campus, Ewers Century Center, Room 201C, 3001 S.W. College Road, 352-854-2322, ext. 1437, or smithc@cf.edu.

Electronic copies of this Invitation to Bid available on website: www.cf.edu/purchasing

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ITB SUBMITTALS :

The following items must be fully executed and submitted with the bid:

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| 1. Bid/Offer Response Form | Page: 16 |
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DEFINITIONS

- A. **College** and/or **CF**: Refers to College of Central Florida, Hampton, Levy and Citrus campuses.
- B. **Board**: Refers to District Board of Trustees College of Central Florida.
- C. **Bid**: A formal request soliciting competitive sealed bids. Includes specifications or scope of work and or technical drawings and all contractual terms and conditions.
- D. **Bid/Offer**: A bid/offer (monetary amount) in response to a bid.
- E. **Offeror/Proposer/Sponsor**. Refers to company, person who submits a response to the solicitation.
- F. **Contractor** An individual or company awarded the contract/agreement or purchase order.
- G. **CBME**: Certified Minority Business Enterprise as defined by the Governor Bush's One Florida Equity in contracting Plan and the Office of Supplier Diversity (OSD) Tallahassee Florida
- H. **Contract Manager**: An individual designated by the Director of Purchasing to perform management of all post award actions through interaction with the contractor's representative during the performance of services rendered.
- I. **Contract Administrator**: An individual responsible for the administration of all post award actions of the contract to ensure compliance with all terms and conditions of the solicitation/contract through contract completion/closeout.
- J. **Deadhead Mile or Charge**: Deadhead refers to the time/mileage between when the bus is carrying no passengers for a trip. This usually refers to the time between when a bus departs from its station and arrives at the college to pick up our travelers and conversely, after the bus has returned passengers to the college and is heading back to the station without any passengers.

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1. **Term of Services:** The term of this contract will be for three (3) base years with two (2) one (1) year options.

BASE YEAR'S			OPTION YEAR'S	
2 Jan 2016	2 Jan 2017	2 Jan 2018	2 Jan 2020	2 Jan 2021
1 Jan 2017	1 Jan 2018	1 Jan 2019	1 Jan 2021	1 Jan 2022

2. **Contact:** Any questions concerning this bid must be directed to the purchasing office staff or other college officials as indicated herein. Contact with any other CF staff member or member of the District Board of Trustees prior to posting of a recommendation of award shall be cause for disqualification with the exception of the Non-Mandatory/Mandatory Pre-Bid conference or site visit.

3. **Bid Submittal:** All bid sheets and attachments must be completed and submitted in a sealed envelope or package. The face of the envelope or package shall contain:

- ▶ Bidder's name
- ▶ Address
- ▶ Date and time of Bid opening
- ▶ Bid number and title

Bids which do not comply with these requirements may be rejected at the option of CF.

4. **Execution of Bid:** Bids must contain a manual signature, in ink of an authorized representative, who has the legal ability to bind the bidder in contractual obligations in the space provided on the bid response form. Failure to properly sign the bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by the bidder to any part of the bid document must be initialed in ink. The original bid terms and conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and forwarded to the Director of Purchasing.

5. **Delays:** CF, at its sole discretion, may delay the scheduled due dates if it is to the advantage of CF to do so and CF will notify bidders.

6. **No Bid or Bid Withdrawal:** If not submitting a bid response, return only the Statement of No Bid, and give the reason in the space provided. Failure to submit either a bid or a Statement of No Bid may be cause for removal of bid submitter from the mailing list. Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized

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representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The following must be included in the contract files for each late bid, modification, or withdrawal:

- (1) The date and hour of receipt.
 - (2) A statement, with supporting rationale, regarding whether the bid was considered for award.
 - (3) The envelope, wrapper, or other evidence of the date of receipt.
7. **Bid Opening:** Shall be open to the public and will be held on Thursday, November 12, 2015 at 2:15 p.m. in room 105. Sealed bids must be submitted either by mail or personal delivery so that they are in receipt of the College's Purchasing Department, Room 109, Founder's Hall, Building 1 at 3001 SW College Road, Ocala Florida, 34474, on or before Thursday, November 12, 2015 at 2:00 p.m. Bids will be clocked in and stamped with the date and time of receipt by an employee of the Purchasing Department. Only those bids stamped on or before the bid submission deadline will be opened, reviewed and considered. Oral, telephonic, telegraphic, or faxed bids will not be accepted. Persons with disabilities needing assistance to participate in the public bid opening should call (352) 854-2322 ext. 1527 at least 48 hours in advance of the bid opening.
8. **Late Bids:** The bid opening time shall be fully adhered to. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. CF will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid.
9. **Identical or Tie Bids:** In the event two (2) or more bidders submit the identical amount as their bid offer, the following criteria, in order of importance, from the highest priority to lowest priority: (1) response is from a Florida domicile entity, (2) if one response is from a certified minority business enterprise, and (3) when a response is deemed by the college to be in its best interest considering factors such as; prior performance, or (4) or by coin toss or drawing of numbers by an authorized purchasing official or designee.
10. **Mistakes: Unit Price Governs:** In the event of extension error(s), the unit price will prevail and the Bidder's extension and total offer will be corrected accordingly. In the event of addition error(s), the unit price and extension thereof will prevail and the bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. The bidder should initial corrections in ink.

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Exception: If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the bidder. Price realism shall prevail over the “unit price governs” rule.

11. **Invoicing and Payment:** If applicable payment for any and all invoices that may arise as a result of a purchase order issued pursuant to this bid shall minimally meet the following conditions to be considered as a valid payment request:
- a. A timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the solicitation (contract) or purchase order, shall be submitted to Accounts Payable, Founder’s Hall/Room 112, 3001 S.W. College Road, Ocala, FL 34474.
 - b. All invoices submitted shall consist of one (1) original and one (1) copy; clearly reference the subject purchase order number; provide a sufficient clear description to identify goods or services for which payment is requested; and include date(s) of services.
 - c. The invoice shall contain the bidder’s Federal Employer Identification Number (F.E.I.N.).
 - d. CF’s terms are “Net 30 Days” after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the bidder information form.
12. **Taxes:** The College does not pay federal, excise and state sales taxes. Do not include them on invoices. The applicable tax exemption number is:
- FLORIDA SALES TAX**
85-8012739697C-7 (4/30/2015 - 4/30/2020)
13. **Discounts:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
14. **Terms and Conditions:** Should any bidder have any concerns regarding the terms and conditions, said bidder must voice their concerns either during the pre-bid conference or via written request for clarification/request for information. Said terms of the contract are not negotiable after the bid due date.

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15. **Additional Terms and Conditions:** Unless expressly accepted by CF the following conditions shall apply: Exceptions to the terms and conditions will not be accepted. No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, inadvertently appearing separately in transmittal letters. It is understood and agreed that the General and/or any Special Terms & Conditions in these bid documents are the only conditions applicable to this bid, and the bidder's authorized signature on the Bid Response Form attests to this.

16. **Interpretations:** All bidders shall carefully examine the bid documents. Bidders are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. Any ambiguities or inconsistencies shall be brought to the attention of CF in writing prior to the opening of bids; failure to do so, on the part of the bidder, will constitute an acceptance by the bidder of any subsequent decision.

Any questions concerning the intent, meaning and interpretations of the bid documents shall be requested in writing, and received by CF's Purchasing Director no later than seven (7) calendar days prior to the bid opening. No person is authorized to give oral interpretations of or make oral changes to the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all bidders.

17. **Addendum:** CF will record its responses to inquiries, clarifications, any supplemental instructions, and/or necessary revisions to bid documents, in the form of a written addendum. Should revisions to the bid documents become necessary, CF will provide a written addendum to all bidders who received a bid package from the Purchasing Department.

Bidders who obtain bid documents from other sources must officially register with CF's Purchasing Department in order to be placed on the mailing list for any forthcoming addenda or other official communications. Failure to register as a prospective bidder may cause your bid to be rejected as non-responsive if you have submitted a bid without an addendum acknowledgment for the most current addendum. The bidders shall acknowledge receipt of all addenda on page 16.

18. **Conflict of Interest:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of CF. All bidders must disclose the name of any CF employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

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19. **Legal Requirements:** Bidders are required to comply with all provisions of federal, state, county and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
20. **Drug-Free Workplace:** Whenever two or more bids which are equal with respect to price, quality, and service are received by CF for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug Free Workforce form (page 33) certifying that it is a Drug Free Workforce shall be given preference in the award process.
21. **Acceptance/Rejection:** CF reserves the right to accept or reject any or all bids and to make the award to that bidder, who in the opinion of CF will be in the best interest of and/or the most advantageous to CF also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on-time contracts of a similar nature or who, in CF's opinion, is not in a position to perform the scope of services properly. CF reserves the right to waive any irregularities, informalities and technicalities in offers received, and may, at its discretion, request a re-bid or abandon the project/procurement in its entirety.
22. **Posting of Recommendation for Award:** Recommendation for award will be posted for review by interested parties at the Purchasing Department website prior to submission to the appropriate level of authority for final approval of award, and will remain posted for a period of 72 hours three (3) business days after bid opening.
23. **Award:** Recommendation for Award shall be made for the lowest, responsive, responsible bid determined to be in the best interest of the college upon completion of posting period. CF reserves the right to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until CF has entered into a contractual agreement or issued a purchase order.
24. **EEO Statement:** CF 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, disability, national origin, or gender.
25. **Contractual Agreement:** The terms, conditions, and provisions in this solicitation constitute the formal agreement between contracting parties. The order of precedence will be general law, the purchase order or solicitation, and the response. Any and all legal

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action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be Marion County Florida.

26. **Governmental Restrictions:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the bid prior to their performance, it shall be the responsibility of the bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. CF reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to CF.
27. **Permits/Licenses/Fees:** Any permits, licenses, or fees required will be the responsibility of the bidder. No separate or additional payment will be made.
28. **Indemnification:** The bidder, without exemption, shall indemnify and save harmless CF, its employees, volunteers and/or any of its Board of Trustee members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the bidder. Further, if such a claim is made or is pending, the bidder may, at its option and expense, procure for CF the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, CF agrees to return the article, on request, to the bidder and receive reimbursement. If the bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
29. **Advertising:** By submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising, without the express written approval of the appropriate level of authority within CF.
30. **Assignment:** Any purchase order or contract issued pursuant to this bid and the monies which may become due hereunder are not assignable except with the prior written approval of CF, through the Purchasing Department.
31. **Compliance with Occupational Safety and Health:** Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable OSHA requirements. Bidder further certifies that, if he/she is the bidder and the material, equipment, etc., delivered is subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the bidder.

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32. **Disqualification of Bidder:** Any or all bid will be rejected if there is reason to believe that collusion exists between bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.
33. **Changes/Adjustments/Deviations:** No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding ONLY if issued by CF Purchasing Department. The bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.
34. **Public Records:** Upon determination of the recommendation for award bids then become “public record” and shall be subject to public disclosure consistent with Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
35. **Bid Preparation Costs:** Neither CF nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.
36. **Responsibility:** A bidder must, at the time of bid opening, must be financially and physically capable of performing the requirements or services as submitted, and so provide such certification with their bid or upon request.
37. **Inspection of Bidder’s Facilities:** CF reserves the right to inspect the bidder’s facilities at any reasonable time, during normal working hours, in order to determine that bidder has a bona fide place of business and is a responsible bidder.
38. **Joint Ventures:** Bids submitted by firms under “joint venture” arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this bid.
39. **Site Visit:** CF reserves the right to make a site visit to one or more of bidder’s clients to investigate/affirm the quality of services being provided without previous notice to bidder. Vendor’s will also have to visit each site noted in the solicitation.
40. **Protest:** Failure to file a protest within the time prescribed in F.S.120.57(3), and F.S.120.57(3)(b), shall constitute a waiver of proceeding. In accordance with F.S. 287.042, any person who files an action protesting a decision or intended decision

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pertaining to contracts administered or purchases by the college pursuant to Section 120.53(5) (b) shall post at the time of filing the formal written protest a bond payable to the college in an amount equal to one percent (1%) of the total volume of the contract or five thousand dollars (\$5,000), whichever is less. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the college may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the agency prevails, it shall recover all costs and charges which shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

41. **References:** Bidders shall submit a list of three (3) current and/or past references with their bid submittal. Include the name of contact persons who have personal knowledge of the bidder's performance. The contact person should have been informed that they are being named as a reference, and that CF may be sending a reference questionnaire via email. Do not list persons who are unable or unwilling to answer specific questions regarding your performance.
42. **Bidders Conditions:** Any conditions to be made as part of the bid/offer should be submitted on the "Affidavit of Compliance", provided herein and fully executed as instructed.
43. **Americans With Disabilities Act:** Bidders should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.
44. **Renewal:** Any agreement resulting in the award of this bid may be renewed upon mutual written consent for the additional period specified when applicable.
45. **Additional Quantities:** The college reserves the right to purchase additional quantities at the prices offered in this invitation when applicable. If additional quantities are not acceptable, the Bid Offer Response form must state "BID IS FOR SPECIFIED QUANTITY ONLY."
46. **Bonding:** Bid, performance or payment bonds shall be provided as specified in Section D, General Information, Paragraph 12.1 and 12.2 page 20. The amount shall be determined by the college to be reasonable and necessary to protect the best interest of the college. The bond may be in the form of a surety bond, cashier's check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond

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or deposit shall be forfeited to the college in case the bidder shall fail or refuse to execute the contract.

47. **Cooperative Purchasing**: Pursuant to their own governing laws, and subject to the agreement of the bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between CF and bidder, and CF shall not be a party to any transaction between the bidder and any other purchaser.
48. **Purchases by Other Entities (Piggy-Back)**: In accordance with State Board of Education rule 6A-14.0734 (2)(c), the successful awardee may extend stated bid prices to any other college institution or public entity that may wish to use this bid for the purpose of obtaining the same items/or services during a stated contract period.
49. **Employees, Subcontractors, and Agents**: All bidder employees, subcontractors or agents performing work under the contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, bidder shall furnish a copy of performing work under the contract must comply with all security and administrative requirements of the customer.
50. **Termination for Default**: Should the contractor default under the terms of the contract, which incorporates the bid requirements, such default will be determined at the sole discretion of the college will give the contractor written notice, and the contractor will have 10 calendar days from the date of each notice to correct the default. If the contractor fails to correct the default within the time period specified in the written notice, the college will have the right to notify the contractor in writing of the termination of the contract. In addition, the college may report the default to other entities that may have an interest in the solicitation activities of the college or seek damages where applicable.

The college may by written notice of default to the contractor, terminate this contract in whole or in part based on the following failures:

- (1) Deliver the supplies or to perform the services within the time specified in this solicitation or any extension;
 - (2) Make progress, so as to endanger the performance of this contract or
 - (3) Perform any of the other provisions of this contract.
51. **Termination for Convenience**: The college by written notice to the bidder may terminate the contract in whole or in part when the college determines in its sole discretion that it is

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in the college's best interest to do so. The bidder shall not furnish the product or begin services after it receives the notice of termination except as necessary to complete the continued portion of the contract if any. The bidder shall not be entitled to recover any cancellation charges or lost profits.

52. **Termination for Cause:** The college may terminate the contract if the bidder fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) a bid by any statutory, regulatory, or licensing requirement. Rule 60A-1.006 (3) F.A.C., governs the procedure and consequences of default. The bidder shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, and if the cause of the default is completely beyond the control of both the bidder and the subcontractor, and without the fault or negligence of either, the bidder shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the bidder to meet the required delivery schedule. If after termination, it is determined that the bidder that was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the college. The rights and remedies of the college in the clause are in addition to any other rights and remedies provided by law or under the contract.
53. **Termination within first year of contract:** If the awarded contract is terminated or cancelled within the first year of the contract period, the college may elect to negotiate and award the contract to the next lowest responsive and responsible bidder or to issue a new Invitation to Bid, whichever is determined to be in the best interest of college.
54. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished, the college's decision shall be final and binding on both parties.
55. **Rules Regulations, Laws, Ordinances and Licenses:** The successful bidder agrees that it shall observe and obey all the laws, ordinances regulations and rules of the federal state and local governments. It shall also comply with all of the college's rules and requirements.
56. **Force Majeure, Notice of Delay, and Non Damages for Delay:** The bidder shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the bidder or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the bidder's control, or for any of the foregoing that affect subcontractor or suppliers if no alternate source of supply is available to the bidder. In the case of delay the bidder believes is excusable, the bidder shall notify the college in

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writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, or (2) If the delay is not reasonably foreseeable, within five (5) calendar days after the date the bidder first had reason to believe that a delay could result.

57. Inspection and Acceptance of Supplies and or Equipment /Services:

- A) **Supplies and or Equipment:** The college reserves the rights to inspect or test “All end products,” ordered by and or delivered on behalf of the college and accept, reject or request correction at the expense of the contractor based on the results of inspection. Acceptance shall be conclusive, except with regards to latent defects, or fraud. Upon expiration of lease terms, both parties will inspect all equipment and shall mutually agree on compensation due as a result of any damage/defects determined to be caused by the college.
- B) **Services** – The college reserves the right to inspect all services in accordance with the contract requirements and/or as called for on the purchase order or blanket purchase agreement. Acceptance and/ or rejection shall be made as promptly as possible after completion or delivery.

58. Remedies for Nonconformance:

- A) If a contractor delivers a supply or service, but it does not conform to the contract or order requirements, the college shall take appropriate action in accordance with the inspection and acceptance clause of the solicitation, as supplemented by the purchase order.
- B) If the contractor fails to correct the failure the college may:
 - 1. Replace or correct the failure and charge the contractor.
 - 2. Terminate the contract for cause or default.

59. Equitable Adjustment: The college in its sole discretion may make an equitable adjustment in the contract terms and/or pricing if or availability of supply is affected by extreme and unforeseen volatility in the market-place that is by circumstances that satisfy all of the following criteria:

- 1. The volatility is due to causes wholly beyond the contractor’s control

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2. The volatility affects the marketplace or industry, not just the particular contract source of supply
3. The effect on pricing or availability of supply is substantial, and;
4. The volatility so affects the contractor that continued performance of the contract would result in a substantial loss.
5. Regulated changes in the CPI or PPI

Price adjustment request shall be submitted in writing to the purchasing department as soon as possible. A written determination will be made within 10 calendar days after receipt of price change request.

60. **Public Entity Crimes (Purchases Greater than Category Two \$25,000.00) including Federal Grants:** Pursuant to OMB Circular A-110, Subpart B, Section 13, A person or affiliate who has been placed on either the Federal Excluded Parties List system (FEPLS) or the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal or enter into a contract to provide goods and/or services, construction or repair of a public building, leasing of real property, may not submit a proposal or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, (i.e. \$25,000) who is listed on the convicted vendor list. The Federal Excluded Parties List System can be located at: <http://epls.gov>.
61. **Discriminatory Vendors List(s):** An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal or offer to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity. The State of Florida Discriminatory Vendor List can be found at: <http://myflorida.com>.
62. **Unauthorized Employment of Alien Workers:** The college does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provision as determined pursuant to Section 274A of the Immigration and Nationality Act.
63. **Best Pricing Bid/Offer:** During the contract term, if the college becomes aware of better pricing offered by the successful proposer/offeror for substantially the same or a smaller quantity of a product outside of the contract but upon the same or similar terms of

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the contract, then at the discretion of the college the pricing under this solicitation/contract shall be immediately reduced to the lower price(s).

64. **Risk of Loss**: Matters of inspection and acceptance are addressed in the clause entitled Inspection and Acceptance Supplies and/or Equipment and Services and as defined in FS215.422, until acceptance, risk of loss or damage shall remain with the successful proposer/offeror. The successful proposer/offeror shall be responsible for filing, processing, and collecting all damage claims. To assist the successful proposer/offeror with damage claims, the college shall: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; and damage inspection report. When the college rejects a product, the contractor shall remove it from the premises within ten (10) calendar days after notification or rejection. Upon rejection notification, the risk of loss of rejected or nonconforming product shall remain with the successful proposer/offeror. Rejected product not removed by the successful proposer/offeror within ten (10) calendar days shall be deemed abandoned by the same and the college shall have the right to dispose of it as its own property. The successful proposer/offeror shall reimburse the college for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
65. **Safety Standards**: Unless otherwise stipulated in the proposal all manufacturer items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any applicable Florida standards.
66. **Non-Funding**: In accordance with Florida Statue 287.0582, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event that sufficient budgeted funds are depleted or unavailable, the college shall notify the successful proposer/offeror in writing of such occurrence and the contract shall terminate without penalty or expense to the college.
67. **Rejection of Third Party Assignments**: The college reserves the right to reject third party assignments except with the prior written approval of the college.
68. **Lobbying**: The expenditure of funds from grants and aids appropriations, for the purpose of lobbying the legislature or a state agency is prohibited. This condition is applicable to Florida state appropriated grants and aids.
69. **Travel Expenses**: Proposer/offeror shall not charge the college for any travel expenses, meals, and lodging without college's prior written approval. Upon obtaining college's written approval, proposer may be authorized to incur travel expenses payable by the college to the extent and means provided by Chapters 287.058(1) and 112.061, Florida

SECTION A

Terms and Conditions and Information for Proposers/Offerors

Statutes. Any expenses in excess of the prescribed amounts shall be borne by the proposer.

70. **Public Meeting and Records**: All meetings as a result of this solicitation shall be conducted in strict compliance with Florida Statutes 286.11.
71. **Firm Fixed Price with Equitable Adjustments Contract**: A fixed price with equitable adjustment contract will result from the award of this solicitation.

SECTION B

BID/OFFER RESPONSE FORM

	BID PRICING				
	BASE YEAR'S			OPTION YEAR'S	
	2 Jan 2016 1 Jan 2017	2 Jan 2017 1 Jan 2018	2 Jan 2018 1 Jan 2019	2 Jan 2020 1 Jan 2021	2 Jan 2021 1 Jan 2022
Cost per deadhead mile (Bldg. 6 Ocala Campus)					
Cost per day for Multi-Day Trips					
Rate per hour over 12 hours					
Cancellation Charges (if applicable)					
Minimum Hours Prior to Departure for No Charge Cancellation					
Maximum Capacity					

ACKNOWLEDGEMENT
OF ADDENDUMS
(The Proposer/Offeror
acknowledges receipt of
addendums to the
solicitation and related
documents)

ADDENDUM NO. 1	DATE		ADDENDUM NO. 2	DATE		ADDENDUM NO. 3	DATE	
COMPANY NAME AND ADDRESS OF PROPOSER/OFFEROR:					TELEPHONE NO.		FAX NO.	
Address:					EMAIL ADDRESS:			
City	State	Zip	County	F.E.I.N.#				
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)						Title		
Signature (Person Authorized to Sign)						Date Signed		

This form must be completed in its entirety and returned with your bid submittal

SECTION C

ITB SCHEDULE OF EVENTS

Date & Time	Activity, Location
Monday, September 28, 2015 and Monday, October 5, 2015	ITB Advertised and (distributed)
Thursday, October 8, 2015 9:00 a.m. to 10:00 a.m.	Mandatory Pre-Bid Conference To be held at: College of Central Florida 3001 SW College Road Founders Hall/Bldg. 1/Board Room Ocala, FL 34474
Monday, October 19, 2015	Last Day for Questions
Thursday, November 12, 2015 at 2:00 p.m.	Bid Due Date and Submission to: CF Purchasing Department 3001 SW College Road Founders Hall/Room 109 Ocala, FL 34474 (Caution-Late Bids will be returned)
Thursday, November 12, 2015 at 2:15 p.m.	Public Bid Opening at: College of Central Florida 3001 SW College Road Founders Hall/Room 105 Ocala, FL 34474
Friday, November 13, 2015	72 Hour Bid Tabulation Posting
Wednesday, November 18, 2015	Recommendation of Award to VP Administration & Finance
Wednesday, December 2, 2015	Board Award Approval
Monday, January 4, 2016	Commence Contract
Sunday, January 3, 2021	Final Completion Date

Any changes to the schedule will be provided to all interested parties via written addendum

SECTION D

GENERAL INFORMATION

1.0 College of Central Florida Information:

- 1.1 A typical schedule for the college has the campuses open for classes from 7:00 a.m. to 10:30 p.m., Monday through Friday, with reduced schedules and/or special classes and/or college sponsored events on Saturdays and Sundays. There are normally two breaks during the year, one in the spring and the other during the December holiday season. While the spring break is one week in duration, the December holiday break may be one to two weeks in duration. Additional information regarding the college calendar can be found on the official college website at www.cf.edu.
- 1.2 College of Central Florida was founded in 1957 as one of 28 public community colleges in Florida and recently became a four year college. The College also has the Citrus Campus, Hampton Center, Levy Center and the Appleton Museum.

2.0 Solicitation:

- 2.1 The terms, specifications and conditions contained within the Solicitation, Offer and Award of ITB 15-5 shall constitute the total contractual terms and conditions between the successful bidder unless modified by written amendment (change order) and no further conditions will be accepted.

3.0 CF Contact:

- 3.1 All questions relating to this solicitation shall be directed in writing to:

Attn: Stewart E. Trautman, Jr. Director of Purchasing
College of Central Florida
3001 SW College Road
Founders Hall/Rm 109A
Ocala, Florida 34474

Telephone inquiries to this solicitation shall be directed to (352) 873-5815

- 3.2 Technical questions relating to this solicitation shall be directed in writing to the Director of Athletics/Wellness Education, Mr. Bob Zelinski and/or to the Coordinator of Athletics/Wellness Education, Ms. Kristina Bove at:
College of Central Florida
Gymnasium
Building 6, Rooms 103
Ocala, Florida 34474

SECTION D

GENERAL INFORMATION

4.0 Bid Opening:

4.1 Only the bidder's name, and the information on Section B – Bid/Offer Response Form along with receipt of required submitted forms shall be read aloud at the public bid opening on the date and time specified.

5.0 Change Orders:

5.1 All changes to the solicitation after award will be executed using an amendment to be issued by the purchasing department.

6.0 Acknowledgement:

6.1 By submitting a solicitation/offer the bidder acknowledges that he/she has read ITB 15-5 in its entirety and understands the requirement, and further agrees to be bound by the solicitations terms and conditions contained herein.

7.0 Time Period of Acceptance:

7.1 The bidder agrees that the prices, terms and conditions submitted in response to ITB 15-5 shall be firm for a period of at least 120 calendar days from the date of submittal.

8.0 Professional Licenses/Certifications:

8.1 Bidders shall include copies of all current and applicable state, federal and local licenses and/or permits necessary for performance of the requirements of this solicitation at no cost to the college along with the bid submittal.

9.0 Contract Administration:

9.1 Services of successful bidder shall be under the general direction of the Director of Purchasing, Stewart E. Trautman, Jr. or an authorized designee.

10.0 Contract Manager:

10.1 The Contract Manager under the subject solicitation will be Mr. Bob Zeliniski and/or Ms. Kristina Bove, who can be reached at (352) 854-2322 ext. 1325 or 1322, respectfully.

SECTION D

GENERAL INFORMATION

11.0 **Minimum Requirements:**

- 11.1 The successful offeror/bidder shall demonstrate the full capacity to perform this service as defined in the solicitation, while possessing the necessary experience and qualifications to meet the minimum requirements and be determined responsive and responsible under the terms and conditions of the solicitation.

12.0 **Bonding Requirements:**

- 12.1 A bid bond in the penal sum of ten percent (10%) of the total bid amount shall be included with the bid submittal. Failure to submit an acceptable bid bond may result in a determination of non-responsiveness.
- 12.2 A performance bond in the penal sum of one hundred percent (100%) of the total bid amount shall be requested by the college to the awardee, once the bid has been awarded. Failure to submit an acceptable performance bond may result in determination of non-responsiveness.

SECTION E

SCOPE OF SERVICES

1.0 **Intent:**

- 1.1 The Board of Trustees of the College of Central Florida is seeking competitive sealed bids from qualified sources to provide indefinite quantity chartered motor coach services for the college's athletic programs. In addition, services shall be provided to various college departments if required. These services will be to various locations within the state and when applicable outside the state.

SECTION F

SPECIAL TERMS AND CONDITIONS

1.0 Pick-up and Drop-off site:

- 1.1 College of Central Florida-Main Campus, Bldg. 6/Gymnasium, 3001 S.W. College Road, Ocala, FL 34474

1.2 Orders:

Orders shall be made by phone, fax, or e-mail by authorized CF personnel. All orders must have a purchase order associated with them prior to service.

1.3 Buses and Equipment:

All buses provided under this award must be equipped with air conditioning, heat, rest rooms, a public address system, TV/VCR, Wi-Fi, reclining seats, inside overhead storage and generous luggage/equipment capacity. Failure to provide these services shall count as a step towards default. After two (2) such incidents, the contractor will be deemed to be in default, and the college shall have the right to terminate the contract and approach the bonding agency for continuation of services.

1.4 Bus Condition/Safety:

Bus and bus restroom must be kept clean at all times. The contractor must adhere to the safe operating regulations monitored by the U.S. Department of Transportation and State of Florida Department of Transportation. All of contractor's buses safety equipment shall meet or exceed DOT Safety Regulations. Bidder must provide evidence of an excellent safety record and all current DOT certifications and licenses. The selected vendor must have a good rating for safety and low incidence of accidents. The college reserves the right to request additional information regarding the condition or safety of buses prior to bid award and disqualify any bidder based on any safety concerns.

2.0 Driver Requirements:

- 2.1 Drivers must be trained professionals, qualified interstate drivers and on a regular basis, driving records are to be checked by the service company. Drivers must pass a physical examination to include drug screening by the contractor. The bidder will provide evidence that they are in compliance with all Federal DOT regulations as pertains to parts 40 of the Federal Motor Carrier Safety Regulations by providing the name of their National Institute of Drug Abuse (NIDA) certified laboratory and name and credentials of the medical review officer.

SECTION F

SPECIAL TERMS AND CONDITIONS

- 2.2 The awardee shall be responsible for driver's meals and any additional charges applicable with the specified services.

3.0 **Assignment or substitution of another companies bus:**

- 3.1 The contractor shall be responsible for fulfilling all charter bus service needs of the college. If the contractor is unable to provide its own bus for any reason, it must provide one from another vendor. The contractor will be responsible for all payments to such a vendor and the college shall only be billed by the contractor. Should the contractor assign any trips or portions thereof, or further provide substitute buses from any other company, the contractor shall be held responsible for all the terms and conditions herein, and shall be responsible (for the purposes of this contract) as if the buses were their own. All payments from CF shall only be made to the contractor. Proof of payment to the other vendor may be required by CF personnel

4.0 **Bus Age and Size:**

- 4.1 All buses provided by the contractor shall be less than 10 years old. Proof of age for any bus must be provided when requested by any college personnel. Failure to adhere to this requirement shall be grounds for default.
- 4.2 The contractor must own and be able to furnish buses with a capacity of at least 56 passengers.

5.0 **Failure to Show:**

- 5.1 The largest use of the bus service will be to transport our athletic teams to various sporting events. As such, it is critical that buses arrive promptly and dependably. Should there be a mishap (late bus, breakdown, no-show) the charter bus service company will do everything possible to correct the problem and get the team to its destination prior to the beginning of the athletic competition. For breakdowns, contractor must be able to send a replacement bus within one hour. The awarded bidder must supply a 24-hour/7days a week emergency contact name and number that CF can contact to resolve these situations promptly. This information shall be provided to Mr. Bob Zelinski and Ms. Kristina Bove. Should no transportation be provided for an event that has been scheduled with the contractor, the contractor will reimburse the college any difference in cost for emergency services. For example, if a scheduled trip was to cost \$1,000, but due to contractor failure the college had to arrange transportation costing \$1,500, the contractor shall reimburse the college \$500. Reimbursement may take place by issuing a check or by crediting a future invoice. Should failure of service happen more than two (2)

SECTION F

SPECIAL TERMS AND CONDITIONS

times in a one (1) year period, the contract may be canceled for default. Contractor will not be liable if an agent of CF causes a last-minute schedule change.

6.0 **Use of the Bus:**

- 6.1 The contractor shall allow CF travelers to eat and drink as desired. College personnel will be responsible for picking up significant trash created due to such activity (throwing away pizza boxes, soda cups/cans). Cleanup of spills and stains are the responsibility of the contractor, but excessive stains (or damage) caused by CF personnel shall be taken on a case-by-case basis, and may be paid for by the college if, in the opinion of the CF Athletic Director, such action is appropriate and warranted. During the trip, paying tolls (if any) shall be the responsibility of the contractor. Contractor must assure that its drivers have sufficient funds to pay any tolls encountered during the trip.

7.0 **Substitution of Key Personnel:**

- 7.1 In the event the successful bidder desires to substitute any key personnel submitted with his/her bid, either permanently or temporarily, the college shall have the right to approve or disapprove the desired personnel change in advance in writing.

8.0 **Severability:**

- 8.1 The invalidity or unenforceability of any particular provision of the contract resulting from this bid shall not affect the other provisions hereof and the contract resulting from this bid shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the contract resulting from this bid can still be determined and effectuated.

9.0 **Equitable Adjustment Procedure:**

- 9.1 In accordance with Section A, Paragraph 60, titled "Equitable Adjustment", the contractor will receive a written determination of approval or disapproval. If approved an amendment shall be issued and signed by both parties. If disapproved terms and negotiations may commence and if agreed upon an amendment will be issued. If parties do not agree then the letter of determination shall be the final decision.

SECTION F

SPECIAL TERMS AND CONDITIONS

- 10.0 **Agreement:** College of Central Florida shall be a priority customer and will not be denied service for any trip that is scheduled or rescheduled. Bidder agrees by signing below. Failure to agree shall result in being considered non-responsive.

Bidder's Authorized Signature

SECTION G

REPRESENTATIONS AND CERTIFICATIONS

STATEMENT OF NO BID

If your company does not intend to propose on this solicitation, please complete and return this form prior to the date shown for receipt of bids to:

Attn: Stewart E. Trautman, Jr., Director of Purchasing
College of Central Florida
3001 SW College Road
Founders Hall/Bldg. 1/Room 109
Ocala, Florida 34474

Failure to submit either a bid or a statement of no bid shall be cause for removal from future mailing lists.

We, the undersigned, have declined to propose on the above referenced Invitation to Bid for the following reason(s):

- ☐ Scope of Work/Services or Terms and Conditions are too "restrictive."
- ☐ Unable to meet requirements
- ☐ Bid was unclear
- ☐ Insufficient time to respond
- ☐ We do not offer this type of service or equivalent
- ☐ Our employee man loading would not permit us to perform
- ☐ Unable to meet bond or insurance requirements
- ☐ Other
- ☐ Remove us from your bidders list

COMPANY: _____

SIGNATURE/TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____

This form must be completed and returned if submitting a "No Bid"

SECTION G

REPRESENTATIONS AND CERTIFICATIONS

REFERENCES

List three (3) references for contracts that your firm or entity now holds or has recently completed similar to the same size and scope as this solicitation within the last five (5) years.

1.	LOCATION NAME ADDRESS CONTACT PERSON TELEPHONE NUMBER DATE OF CONTRACT			TITLE FAX NUMBER LENGTH OF CONTRACT CONTRACT AMOUNT
2.	LOCATION NAME ADDRESS CONTACT PERSON TELEPHONE NUMBER DATE OF CONTRACT			TITLE FAX NUMBER LENGTH OF CONTRACT CONTRACT AMOUNT
3.	LOCATION NAME ADDRESS CONTACT PERSON TELEPHONE NUMBER DATE OF CONTRACT			TITLE FAX NUMBER LENGTH OF CONTRACT CONTRACT AMOUNT

This form must be completed and returned with your bid submittal

SECTION G

REPRESENTATIONS AND CERTIFICATIONS

AFFIDAVIT OF COMPLIANCE

_____ We **DO NOT** take exception to the ITB 15-5.

_____ We **TAKE** exception to the ITB 15-5 as follows:

Company
Name

(Print or Type Company Name here)

Type or Print Name & Title Authorized Representative

Title

Signature of Authorized Representative as shown above

Date Signed

This form must be completed and returned with your bid submittal

SECTION G - REPRESENTATIONS AND CERTIFICATIONS

BID BOND				DATE BOND EXECUTED (Must not be later than bid opening date)	
PRINCIPAL (Legal name and business address)				TYPE OF ORGANIZATION (check applicable box below)	
				☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION	
SURETY(IES) (Name and business address)				STATE OF CORPORATION	
PENAL SUM OF BOND				SOLICITATION/OFFER/OTHER	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				ISSUE DATE
	MILLIONS	THOUSANDS	HUNDREDS	CENTS	FOR

OBLIGATION:

We, the Principal and Surety (ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has submitted the bid or proposal.

THEREFORE:

The above obligation is void if the Principal – (a) upon acceptance by College of Central Florida of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event or failure to execute such further contractual documents and give such bonds, pays College of Central Florida for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to College of Central Florida. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (SEAL)	CORPORATE SEAL
NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	3. _____	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. _____ (SEAL)	2. _____ (SEAL)
NAME(S) (Typed)	1. _____	2. _____

CORPORATE SURETY (IES)

	NAMES & ADDRESSES	SIGNATURES	STATE OF INC.	LIABILITY LIMIT (\$)	
SURETY A		1. _____	2. _____		CORPORATE SEAL
	NAME(S) & TITLE(S) (TYPED)	1. _____	2. _____		
SURETY B	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURE(S)	1. _____	2. _____		
	NAME(S) & TITLE(S) (TYPED)	1. _____	2. _____		

This form must be completed and returned with your bid submittal

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed "CORPORATE SURETY (IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the surety

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

SECTION G - REPRESENTATIONS AND CERTIFICATIONS

PERFORMANCE BOND	DATE BOND EXECUTED (Must not be later than bid opening date)			
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION (check applicable box below) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION			
	STATE OF CORPORATION			
SURETY(IES) (Name and business address)	PENAL SUM OF BOND			
	MILLIONS	THOUSANDS	HUNDREDS	CENTS
				.
	DATE	AGREEMENT NUMBER		

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal – (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by College of Central Florida, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY (IES)

SURETY A	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURES	1.	2.		
	NAME(S) & TITLES (Typed)	1.	2.		
SURETY B	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURES	1.	2.		
	NAME(S) & TITLES (Typed)	1.	2.		

This form shall only be required by awardee

INSTRUCTIONS

1. Any deviation from this from will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated “Principal” on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury’s list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed “CORPORATE SURETY(IES).” In the space designated “SURETY(IES)” on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word “Corporate Seal”.
5. Type the name and title of each person signing this bond in the space provided.

SECTION G

REPRESENTATIONS AND CERTIFICATIONS

DRUG FREE WORKFORCE CERTIFICATION

The undersigned Proposer/Offeror 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, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or novo contend ere, to any violation of Chapter 893, or of any controlled substance law of the United States or any state for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Company Name _____
(Print or Type Company Name here)

_____	_____
Type or Print Name & Title Authorized Representative as shown on Page 1, Solicitation/Offer and Award	Title

_____	_____
Signature of Authorized Representative as shown above	Date Signed

NOTARY _____

SEAL

DATE SIGNED _____

This form must be completed and returned with your bid submittal

SECTION H

INSURANCE

1. Insurance Requirements:

- 1.1 During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows. Proof of insurance shall be provided by the awardee.
- 1.2 Required Limits: The following minimum limits of liability are required; however, the limits are subject to change based on the type and extent of project. The contractor is required to purchase and maintain Professional Liability.

Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$5,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Payments (any one person)	\$ 10,000
Automobile Liability	
Bodily Injury/Property Damage (each accident)	\$2,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employer's Liability)	\$1,000,000
Umbrella Liability	
Each Occurrence Limit (\$1-\$5M)	\$1,000,000

- 1) Policies must be written by an insurance company authorized to do business in Florida and shall have the College of Central Florida listed as an additional insured.
- 2) Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A. M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- 3) Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

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- 4) Contractor shall furnish CF certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to CF.
- 5) Contractor shall include CF as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract.
- 6) If an “ACORD” Certificate of Liability Insurance form is used by contractor’s insurance agent, the words “*endeavor to*” and “*... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives* ” in the ‘Cancellation’ paragraph of the form shall be deleted.
- 7) Contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by CF.
- 8) “Claims made” insurance policies are not acceptable.
- 9) In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
- 10) Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- 11) CF’s risk manager shall verify ratings at A. M. Best’s website:
<http://www.ambest.com/>
- 12) College of Central Florida will be liable only for property damage and/or bodily injury pursuant to this agreement and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, currently limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with F.S. 768.28.
- 13) The Contractor shall purchase and maintain, during the term of agreement, insurance policies described herein issued by companies licensed in Florida possessing a minimum A.M. Best Company rating of no less than – VI. Certificates of Insurance (Form ACORD 25; 2010/05) and

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Occupational/Professional Licenses carried by the Contractor shall be furnished to the College annually thereafter. The Vendor must be licensed or approved to do business within the State of Florida. With the exception of Professional Liability and Workers' Compensation, all policies must name the District Board of Trustees of College of Central Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).

- 14) Insurance (Form ACORD 25; 2010/05) and Occupational/Professional Licenses carried by the Contractor shall be furnished to the College annually thereafter. The Contractor must be licensed or approved to do business within the State of Florida.
- 15) With the exception of Professional Liability and Workers' Compensation, all policies must name the District Board of Trustees of College of Central Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 2010, 2004 Edition or equivalent).
- 16) The Certificate Holder and Additional Insured shall be identified as follows:
 - College of Central Florida
 - c/o District Board of Trustees
 - 3001 SW College Rd, Founders Hall/Bldg. 1
 - Ocala, Florida 34474
- 17) Should any of the policies required herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Failure of Certificate Holder to demand a Certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.
- 18) Failure to maintain the required insurance may result in termination of an agreement at the Certificate Holder's option. By requiring this insurance, the College does not represent that coverage and limits will necessarily be adequate to protect the Insured and such coverage and limits shall not be deemed as a limitation of Insured's liability under the terms of the agreement.
- 19) Minimum Insurance Coverage and Requirements: Obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may

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change in accordance with the assigned project. By requiring such minimum insurance, College of Central Florida shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability.

20) Additional requirements:

- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, College of Central Florida
- b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from College of Central Florida
- c) Include a Separation of Insured clause (Cross Liability) for all liability policies
- d) The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration.
- e) Provide uninterrupted Professional Liability for three (3) years after agreement ends.

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C. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent.
Coverage to include:
 - Premises and Operations
 - Personal/Advertising Injury
 - Products/Completed Operations
 - Broad Form Property Damage
 - Independent Contractors
2. Automobile Liability including all:
 - Any Auto (owned, non-owned, hired)
 - Personal Injury Protection (when applicable)
3. Worker's Compensation
Statutory Limits as per Florida Statute 440 including Employer's Liability
4. Excess/Umbrella Liability (as needed)
Excess of Commercial General Liability, Automobile Liability and Employers liability; Coverage should be as broad as primary.
5. Professional Liability
The policy/coverage shall be amended to include the following:
 - a) Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice.

ATTACHMENT A

2015-16 Athletic Away Travels

Date	Sport	Location
8/25-8/26	VB	HCC Tournament (Tampa)
9/2	VB	Polk State
9/4	VB	Indian River
9/18	VB	Miami Date Tournament
9/22	VB	Daytona State
9/25-9/26	VB	Polk State Tournament
10/2-10/3	VB	Tyler, TX Tournament
10/15-10/17	VB	FSCJ/Tournament
10/3	MBB	Tallahassee
10/4	WBB	Tallahassee
10/10	WBB	SE Juco Jamboree (Daytona)
11/6-11/7	MBB	Eastern Florida/Indian River
10/10	WBB	Eastern Florida
11/18	MBB	SCF – Manatee
11/21	WBB	St. Petersburg
11/22	MBB	Albany Tech. (Ga.)
11/24	MBB	Hillsborough
12/4-12/5	WBB	Eastern Florida Tournament
12/11-12/12	WBB	Miami Dade Tournament
12/29	WBB	Daytona State Tournament
12/30	WBB	Daytona State Tournament
1/2	MBB	St. Petersburg
1/9	WBB/MBB	Daytona State DH
1/20	WBB	Hillsborough
1/23	WBB/MBB	FSCJ DH
2/3	WBB/MBB	Santa Fe DH
2/13	WBB/MBB	Daytona State DH
2/22	WBB	Hillsborough
1/30-1/31	SOFT	Juco Showcase-Clearwater
2/13-2/14	SOFT	Chipola Tournament
2/27-2/28	SOFT	Dodgertown Tournament (Vero)
3/22	SOFT	FSCJ
4/5	SOFT	Daytona State
4/9	SOFT	Seminole
3/7	BASE	St. Johns
3/11	BASE	St. Johns
3/12	BASE	FSCJ
3/16	BASE	FSCJ
3/21	BASE	Seminole

ATTACHMENT A

2015-16 Athletic Away Travels

Date	Sport	Location
4/4	BASE	Daytona State
4/8	BASE	Daytona State
4/16	BASE	Seminole
POSSIBLE TRIPS		
	SOFT	Polk State
	SOFT	Indian River
	SOFT	St. Petersburg
	SOFT	SCF-Manatee
	SOFT	Hillsborough
	SOFT	Eastern Florida
	BASE	Hillsborough
	BASE	St. Petersburg
	BASE	South Florida
	BASE	Eastern Florida
	BASE	SCF-Manatee
	BASE	South Georgia
	BASE	Palm Beach/Indian River

NOTE: There is also the possibility of post season or other tournament trips depending upon the success of each team. The contractor must provide services for the events. The dates may not be known until days before these post season/tournament events.



COLLEGE of
CENTRAL
FLORIDA
—an equal opportunity college—

COLLEGE OF CENTRAL FLORIDA NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION, USAGE AND RELEASE

Florida Statute 119.071(5) and Sections 483 and 484 of the Higher Education Act of 1965 authorize the collection, usage and release of your Social Security number by the College of Central Florida.

CF collects, uses and releases your Social Security number only if specifically authorized by law to do so or when it is imperative for the performance of its duties and responsibilities as prescribed by law. To protect your identity, the college will secure your Social Security number from unauthorized access; strictly prohibit the release of your Social Security number to unauthorized parties in compliance with state and federal law; and assign a unique CF Identification number. This identification number will be used for all associated employment and educational purposes at CF. Specifically, CF collects, uses or releases a Social Security number for the following purposes:

- **Admissions**

Federal legislation relating to the Hope Tax Credit requires that all postsecondary institutions report student Social Security numbers to the Internal Revenue Service. This IRS requirement makes it necessary for CF to collect the Social Security number of every student. A student may refuse to disclose their Social Security number to CF, but the IRS is then authorized to fine the student in the amount of \$50. In addition to the federal reporting requirements, the public school system in Florida uses Social Security numbers as a student identifier (section 229.559, Florida Statutes-new school code section 1008.386). In a seamless K-20 system, it is beneficial for postsecondary institutions to have access to the same information for purposes of tracking and assisting students in the smooth transition from one education level to the next. All Social Security numbers are protected by federal regulation under the Family Educational Rights and Privacy Act.

- **Continuing Education, Corporate Training**

Under Florida education reporting requirements students who enroll in Continuing Education and Corporate Training seminars are required to submit their Social Security number.

- **Financial Aid**

The Office of Financial Aid at CF requires students and parents of dependent students to submit their Social Security number on various forms in order to correctly identify applicants, match each applicant's financial aid application information and data with the institution's records, and to help coordinate state aid programs with federal and institutional aid programs.

- **Human Resources**

The Social Security number is used for legitimate business purposes for completing, processing or distributing the following: Employment Application Forms; Federal I-9 (Department of Homeland Security); Federal W4, W2, 1099 (Internal Revenue Service); Federal Social Security taxes (FICA); Federal W2 (Internal Revenue Service); Unemployment Insurance (Florida Department of Revenue); Florida Retirement System (Florida Department of Revenue); Workers Compensation Claims (FCSRMC and Department of Labor); Federal and State Employee and Educational Reports; Direct Deposit Files (Bank of America, ACH); 403b and 457b contribution reports; group health, life and dental coverage; completing and processing various supplemental insurance deduction reports; background checks; and payroll documents.

- **Workforce Programs**

These programs use Social Security numbers as identifiers for program enrollment and completion. Also, it is used for entering placement information into either the One Stop Management Information System or the Employ Florida Marketplace statewide data collection and reporting system. Because these are performance based contract programs, it is required that all participants and their program related activities be recorded in the Florida state systems.

- **Miscellaneous**

The Social Security number is used for identification and verification, billings and payments, data collection, reconciliation, tracking, benefit processing and tax reporting.

- **Release Statement**

Social Security numbers may be disclosed only pursuant to Florida Statute 119.071 (6a–6h).

- **Independent Contractors**

The college collects contractors' Social Security numbers in order to file information with the Internal Revenue Service, as required and authorized by federal law.