



COLLEGE of
CENTRAL
FLORIDA

SOLICITATION / OFFER and AWARD

-an equal opportunity college-

Page 1 of Pages 45

4. Description:

BOOKSTORE MANAGEMENT AND OPERATIONS

1. ☐ BID
☒ RFP
☐ ITN

2. RFP No.
15-6

3. Issue Date
2/17/2016

5. ISSUING OFFICE:

College of Central Florida
Stewart E. Trautman, Jr. - Director of Purchasing
Purchasing Department/Founders Hall/Room 109
3001 S.W. College Road
Ocala FL 34474
<http://www.cf.edu/purchasing>

6. CONTACT INFORMATION:

To Receive Documents and Solicitation Inquiries:
Stewart E. Trautman, Jr. - Director of Purchasing
Phone: (352) 854-2322 Ext. 1227 or
Email: trautmas@cf.edu

PART I

SOLICITATION (Solicitation means an invitation to bid, a request for proposal, or a request to negotiation)

7. One (1) original and five (5) copies for services prescribed herein will be accepted at the location specified in Block 5. The date and time for acceptance of this Request for Proposal shall be on April 13, 2016 at 2:00 PM local time.

CAUTION: LATE SUBMISSIONS WILL NOT BE ACCEPTED. ALL OFFERS ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS SOLICITATION.

8. TABLE OF CONTENTS

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PART II

OFFER (To be fully completed by the Proposer/Offeror)

9. In strict compliance with the above and contents prescribed herein, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the (proposer/offeror) from the date of receipt of proposal/offer specified above, to furnish any and/or all items specified and offered at the price indicated on the proposal/offer response form, within the specified delivery schedule.

10. ACKNOWLEDGEMENT OF ADDENDUMS 10A – 10C. If additional addendums are issued note on separate page. (Insert as an additional page 1A)

10A. ADDENDUM NO	DATE	10B. ADDENDUM NO	DATE	10C. ADDENDUM NO	DATE
11. NAME AND ADDRESS OF PROPOSER/OFFEROR:			11A. TELEPHONE NO		11B. FAX NO
Name:					
Address:			11C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)		
City	State	Zip	Name	Title	
Signature (Person Authorized to Sign)				Date Signed	

12. REPRESENTATIONS AND CERTIFICATIONS

STATE CERTIFIED VENDOR Yes ☐ No ☐
(Please check one)

CERTIFICATION NUMBER: _____

EFFECTIVE DATES: _____ to _____

CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE) Yes ☐ No ☐ FLORIDA CMBE CERTIFICATION NO. _____

MINORITY TYPE (CODE) Category: (H) African American (I) Hispanic (J) Asian American (K) Native American
(M) American Woman (OSD Minority Categories)

While the college does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non-minority qualified firms.

13. AWARD RECOMMENDATION:

DIRECTOR OF PURCHASING

DATE

14. AWARD CONCURRENCE:

VICE PRESIDENT OF FINANCE AND ADMINISTRATION (OR DESIGNEE)

DATE

15. AWARD APPROVAL:

CF PRESIDENT OR DISTRICT BOARD OF TRUSTEES (OR DESIGNEE)

DATE

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, pregnancy, 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: Equity Officer, Ocala Campus, Ewers Century Center, Room 201C, 3001 S.W. College Road, 352-854-2322, ext. 1437, or smithc@cf.edu.

This form must be completed and returned with your proposal submittal.

SECTION A

Solicitation, Offer and Award

General Conditions, Instructions and Information for Proposers/Offerors

These documents constitute the complete set of terms, conditions, statement of services and proposal offer response forms.

1. **Definitions**

- a) **Board** - Refers to District Board of Trustees College of Central Florida.
- b) **CMBE** – Certified Minority Business Enterprise as defined by Governor Bush’s One Florida Equity in Contracting Plan and the Office of Supplier Diversity.
- c) **College** - Refers to College of Central Florida.
- d) **Contact** - Any questions concerning this Request for Proposal must be directed to the Director of Purchasing in writing or other designated officials as indicated herein. Contact with any other CF staff member or member of the District Board of Trustees, or staff, other than the noted contact person regarding this RFP prior to the posting of a recommendation for award shall be cause for disqualification.
- e) **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.
- f) **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.
- g) **Contractor** - An individual or company awarded the contract/agreement.
- h) **Evaluation Team** – Comprised of CF staff and faculty. Established to review and score the submittals in accordance with the criteria, and make a recommendation for award. The Director of Purchasing serves as the nonvoting member.
- i) **Exceptions** - Contact may only be made during the Pre-Proposal Conference and Oral Presentation.
- k) **MBE** – Minority Business Enterprise as defined by county and local governments.
- l) **Proposer/Offeror** - Refers to company or person who submits a response to the solicitation.
- m) **Proposal** - An offer in response to a Request for Proposal.

- n) **RFP** (Request for Proposal) - A formal request soliciting proposals. Includes specifications or scope of work and all contractual terms and conditions. This RFP will follow procedures established within the guidelines of Florida Statute 287.055 (Consultants Competitive Negotiation Act).

2. **Contract period**

The purpose of this Request for Proposal is to establish a ten (10) year contract. A five (5) year base with a five (5) year option. The base commencement date for this service is Friday, July 1, 2016, and terminating Wednesday, June 30, 2021. The option year shall commence Thursday, July 1, 2021 and terminates Tuesday, June 30, 2026.

Contractor will accept all existing conditions and will have a grace period of 45 calendar days from the start of the contract to bring the facilities into the performance criteria in this proposal.

3. **Proposal Submission**

The purchasing department will receive proposals at the address provided on the Solicitation, Offer and Award, Block 5, and on the proposal due date as noted in Block 7.

4. **Proposal Execution**

All proposal/offers shall contain all documentation and the proposed cost requested in the solicitation on the proposal due date. The outside of the sealed envelope/container shall be clearly marked and contain the following information:

- RFP Number
- Proposer/Offeror Name
- Return Address
- Due date and time

Proposals must contain a manual signature of the authorized representative in block 11(c) on the Solicitation, Offer and Award form to be determined responsive. Late proposal will be returned to sender unopened.

5. **Number of Proposal Copies**

One (1) original and five (5) copies of the complete set of the proposals shall be submitted to the Purchasing Department Founders Hall/Room 109 on the proposal due date. This quantity is requested so that a full and complete copy of each proposal/offer received can be submitted to each member of the evaluation committee.

6. Unsolicited Proposals

Proposers/Offerors that obtain RFP documents from other sources must official notify the purchasing department to ensure receipt of any forthcoming addendums or official communications. The purchasing department shall not be responsible for providing addendum to proposers who receive RFP documents from other sources.

7. Public Opening

Proposals shall be received by the Purchasing Department at the time and date provided on the Solicitation, Offer and Award, block #7. On the official opening date the names of the firms submitting proposals/offers shall be publicly read at the specified location and will be posted on CF website. <http://www.cf.edu/purchasing> Persons with disabilities needing assistance to participate in the public opening should call purchasing at (352) 854-2322 extension 1527 at least 48 hours in advance of the public opening.

8. No Proposal Submittal

If your firm declines to submit a proposal, submit the Statement of No Proposal Submittal, Section E page 26 and give the reason in the space provided. Failure to submit either a proposal or a Statement of No Proposal may result in removal from internal mailing lists for future solicitation requirements.

9. Delays

The purchasing department, at its sole discretion, may delay the scheduled due dates indicated herein if determined in the best interest of the college to do so. The purchasing department will notify all proposers/offers of all changes in scheduled due dates by written addendum.

10. Proposal Withdrawal

Proposers/Offerors may withdraw their proposals by notifying purchasing department in writing at any time prior to the time set for the proposal deadline. Proposers/Offerors may also withdraw their proposals in person or through an authorized representative. Proposers/Offerors and their representatives must disclose their identity (company business card or other form of ID). Once opened, proposal becomes the property of the purchasing department and will not be returned.

11. Additional Information

No additional information may be submitted, or follow-up performed by any proposer after the stated due date outside of the formal oral presentation to the evaluation committee, unless specifically requested by the purchasing department.

12. Inquires

All proposers/offers shall carefully examine the RFP documents in its entirety. Any ambiguities or inconsistencies shall be brought to the attention of the Director of Purchasing in writing provided that it is received before the date specified for submission of questions or prior to the receipt date of proposals/offers.

13. Addendum

If any revisions, clarifications or supplemental instructions are needed, the Director of Purchasing will issue a written addendum to all who requested an RFP package. Proposer/Offeror shall acknowledge receipt of any addenda by completing the Solicitation/Offer and Award, Part II, block(s) 10A, B, C in its entirety and more if applicable.

14. Selection Process

A minimum of three (3) ranked companies from the written solicitation shall be invited to give oral presentations. These presentations shall be used to provide an opportunity for the proposer/offers to explain their qualifications, methodologies and approach to the project, and their ability to furnish the required services. The purchasing department will schedule any such presentations.

15. Posting of Ranking

Following oral presentations, the evaluation committee shall rank the short-listed firms in accordance with weighted criteria and points as indicated within the RFP and shall make a recommendation to the Director of Purchasing. The rankings as proposed by the selection committee will be posted for review by interested parties at the purchasing website www.cf.edu/purchasing for a period of 72 hours.

16. Identical or Tie Proposals

In the event that two (2) or more proposals/offers are deemed equal during the evaluation process the following criteria in order of importance from the highest priority to the lowest priority will be used: (1) Drug Free Workplace certification in accordance with Florida Statute 287.087; (2) offer is from a Florida domicile entity, (3) if one offer is from a certified minority business enterprise, the award shall be made to the CMBE (4) when an offer is deemed by the college to be in its best interest considering factors such as; prior performance, or (5) by coin loss or drawing of numbers by and authorized purchasing official or designee.

17. Negotiation and Award

The college anticipates awarding to the highest ranked proposer/offers as determined by the college evaluation committee to be the most advantageous. Final approval of the ranking of proposer/offers(s) will be made by the

District Board of Trustees, President or designated college official.

The proposer/offeror understands that the RFP and ranking process does not constitute any offer, agreement or a contract. Once the ranking is approved, negotiations may commence with the top ranked firm. If successful, the college will award and enter into a contract with that firm. Failure to negotiate/or reach an agreement with the first ranked firm will result in a determination to negotiation with the second, or third ranked proposer/offeror until an award has been made. The award will become binding upon approval by the appropriate level of authority within the college and fully executed by the parties herein.

18. Posting of Intent to Award

Recommendation for Award will be posted for review by interested parties at the Purchasing Department and website www.cf.edu/purchasing prior to submission through the appropriate approval process. The Recommendation for Award will be posted for a period of 72 hours. Any person who is adversely affected by the college's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Rule 13A-1.006(3), Florida Administrative Code. Failure to file a protest within the time prescribed in Florida Statute 120.53(5) shall constitute a waiver of proceedings.

19. Award

The college anticipates award to the proposer/offeror who submits the proposal/offer determined to be most advantageous. The college anticipates awarding one (1) contract, but reserves the right to award more than one contract if determined in the best interest of the college. If the awarded contract is terminated or cancelled within the first 12 months of the contract period, the college may elect to negotiate and award the contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the college. The college also reserves the right, but is not obligated, to negotiate with the prevailing responder in order to improve a term or condition so that it is more beneficial to the college. All such waivers or negotiations, and the justifications therefore, will be reduced to writing. Proposers/Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive to all proposal requirements, submission requirements, general conditions and special conditions of this Request for Proposals.

20. Taxes

The college does not pay federal, excise, and state sales and use, ad valorem, nor intangible taxes. The applicable sales tax exemption number is:

FLORIDA TAX EXEMPTION NO:

85-8012739697C-7

21. Proposal/Offer Preparation Costs

Neither the college nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal/offeror. Proposers/Offerors should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer/offeror ability to meet all requirements of the Request for Proposal.

22. Accuracy of Proposal Information

Any proposal containing information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

23. News Release

The proposer/offeror shall obtain the prior approval of the college for any news releases or other publicity pertaining to this Request for Proposal or the services, study or project to which it relates.

24. Public Records Act

Upon award recommendation or ten (10) calendar days after public opening, whichever occurs first, proposals/offers become "public records" and shall be subject to public disclosure consistent with Florida Statutes 119.07(3)(m). Proposers/Offerors must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted as a result of this Request for Proposal are handled in accordance with Florida Statute 119.07 (3) (t).

25. Acceptance/Rejection of Offers

The college reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the solicitation in its entirety. The college reserves the right to reject the proposal of any firm who has previously failed in proper performance of an award or to deliver on time contracts, or who in the college's opinion, is not capable to perform the requirements of the solicitation.

26. Legal Requirements

Federal, State, County, and local ordinances, rules and regulations that in any manner affect the items herein apply. Lack of knowledge by the proposer/offeror will in no way be cause for relief from responsibility. If the proposer/offeror observes that the instructions and/or scope of services herein are at variance therewith they shall promptly notify the Director of Purchasing in writing.

27. Drug-Free Workplace

Whenever two or more proposals which are equal with respect to price, quality, and service are received by the purchasing department for the procurement of commodities or contractual services, the proposal received from a proposer that completes and certifies the attached Drug Free Workplace form on page 42 shall be given preference in the award process.

28. EEO Statement

The 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, disability, national origin, or gender.

29. Contractual Agreement

The terms, conditions, and provisions in this solicitation may serve as or can be merged into a final agreement (if applicable). The order of precedence will be general law, the purchase order or contract, incorporating the terms and conditions of this solicitation and the response. Any and all legal 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 of the State of Florida.

30. Permits/Licenses/Fees

Any permits, licenses, or fees required will be the responsibility of the proposer/offeror. No separate or additional payment will be made.

31. Changes/Adjustments/Deviations

No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of a Request for Proposal expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding only if issued by the college purchasing department. The proposer/offeror shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.

32. Proposer's Conditions

Any conditions to be made as part of this solicitation should be submitted on the "Affidavit of Compliance", provided herein on page 41 and fully executed as instructed.

33. Compliance with Occupational Safety and Health

Proposer/Offeror certifies that all material and equipment, contained in his/her proposal/offer meets all applicable OSHA requirements. Proposer/Offeror further certifies that, if he/she is the proposer/offeror and the material, equipment, 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 proposer/offeror.

34. Americans With Disabilities Act

Proposers/Offerors should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.

35. Joint Ventures

Proposals 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 Request for Proposal.

36. References

Proposers/Offerors shall submit a list of current and past references with their proposal/offer submittal. Include the name of contact persons who have personal knowledge of the proposer's performance. The contact person should be informed that they are being named as a reference, and that the college may be sending a reference questionnaire by email/facsimile or by telephone. Do not list persons who are unable or unwilling to answer specific questions regarding your performance.

37. Employees, Subcontractors, and Agents

No portion of the work shall be subcontracted without prior written consent of the college. In the event that the awardee desires to subcontract some part of the work specified herein, the awardee shall furnish the college the names, qualifications and experience of their proposed subcontractors. The awardee shall, however, remain fully liable and responsible for the work to be done by his/her subcontractors and shall assure compliance with all requirements of the contract.

38. 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, who is listed on the convicted vendor list. The Federal Excluded Parties List System can be located at: <http://epls.gov>

39. Discriminatory Vendors List(s)

An entity or affiliate who has been placed on the discriminatory vendors list(s) 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>.

40. 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.

41. Rules Regulations, Laws, Ordinances and Licenses

The successful proposer/offeror 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.

42. Affirmation

Submission of a proposal, proposer/offeror affirms that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respect fair without collusion or fraud. Proposer agrees to abide by all conditions of the RFP requirements contained herein.

43. Conflict of Interest

All proposers must disclose with the proposal submitted the name(s) of any officer, director, or agent who is also an employee or District Board of Trustee of the College of Central Florida. All proposers must disclose the name of any college employee or District Board of Trustee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.

44. Indemnification

The proposer/offeror without exemption shall indemnify and hold harmless the college, its agents, employees, volunteers and/ or any of its District Board of Trustee members from and against all claims, losses, and expenses including attorney's fees, arising or resulting from performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the college or any of their agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

45. Force Majeure, Notice of Delay, and Non Damages for Delay

The proposer/offeror shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the proposer/offeror or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, and acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the proposer/offeror's control, or for any of the foregoing that affect subcontractor or suppliers if no alternate source of supply is available to the proposer/offeror. In the case of a delay in which the proposer/offeror believes is excusable, the proposer/offeror shall notify the college in 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 created the delay, or (2) If the delay is not reasonably foreseeable, within five (5) calendar days after the date the proposer/offeror first had reason to believe that a delay could result.

46. Protests

Failure to file a protest within the time prescribed in Florida Statue 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. In accordance with Florida Statute 287.042, any person who files an action protesting a decision or intended decision pertaining to

contracts administered by the college pursuant to Florida Statute 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.

47. 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.

48. Termination for Default

Should the contractor default under the terms of the contract, which incorporates the Request for Proposal requirements, such default will be determined at the sole discretion of the college. The purchasing department will give the awardee written notice, and the awardee will have (10) calendar days from the date of notice to correct the default. If the awardee fails to correct the default within the period specified in the written notice, the purchasing department will have the right to notify the awardee in writing of the termination of the contract. In addition, the purchasing department may report the default to other entities that may have an interest in the solicitation activities of the college.

49. Termination for Convenience

The college by written notice may terminate the contract in whole or in part when the college determines in its sole discretion that it is in the college's interest to do so. The proposer/offeror shall not furnish the services after it receives the notice of termination.

50. Termination for Cause

The college may terminate the contract if the proposer/offeror fails to (1) deliver the services 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) abide by

any statutory, regulatory, or licensing requirement. Florida Administrative Code (FAC) 60A-1.006 (3), governs the procedure and consequences of default. The awardee shall continue work on any service/or 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 awardee and the subcontractor, and without the fault or negligence of either, the awardee shall not be liable for any excess costs for failure to perform. If after termination, it is determined that the awardee 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.

51. Renewal

Any agreement resulting in the award from this solicitation may be renewed upon mutual written consent for the additional period specified when applicable.

52. Purchases by Other Entities (Piggy-Back)

In accordance with State Board of Education rule 6A-14.0734 (2) (c), the successful proposer may extend stated services to any other community college, state college or public entity that may wish to use this proposal for the purpose of obtaining the same items/or services during a stated contract period.

53. Recycling

The successful proposer/offeror must comply with any current or future recycling programs established by the State, County, Municipality and/or College of Central Florida. Inability to comply or reach agreement with the college to meet compliance will result in cancellation of the award if applicable.

54. Background Screening Requirements

The College Board of Trustees is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will represent and warrant that the personnel assigned to the project do not possess criminal records that would violate the College Board's standards for employment set forth policy.

55. Fingerprinting

Pursuant to Florida Statute 435.05 titled "Employment Screening" bidder agrees that as a condition of entering into this contract shall conduct and pass a "Level 2" security background investigation on all prospective employees prior to them working on College of Central Florida premises. Pursuant to Florida Statute 435.05 titled "Requirements for covered employees and employers"

contractor will prohibit any of their employees from working on the College of Central Florida premises whose "Level 2" screening demonstrates that he/she failed to report criminal convictions accurately on the employment application form and for any disqualifying offenses while employed. Pursuant to Florida Statute 435.07 titled "Exemptions from Disqualification" contractor shall follow Florida Statute 435.07 (1) (a) 1. Pursuant to Florida Statute 435.07 (4) (b) contractor shall note that no exemption may be granted to any person who is a sexual predator, sexual offender, or career offender regardless of the amount of time that has lapsed since the disqualifying offense. Contractor must certify to College of Central Florida on at least an annual basis of the review and compliance of this contract item.

56. **Bonding**

A performance bond shall be provided when specified by the terms of the Solicitation, Offer and Award. The amount shall be that 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, cashiers check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the college in case the proposer shall fail or refuse to execute the contract. A performance, payment or bid bond form may be included as part of this solicitation and can be utilized for the above purpose if applicable. A performance bond is not required for initial submission. Only the awardee will be required to provide a performance bond. "The amount of the performance bond shall equal 10% of the annual contract price for each of the five (5) years". In addition, the awardee may also submit an irrevocable letter of credit prior to commencement of services.

57. **Services**

The college reserves the right to inspect all services in accordance with this Request for Proposal.

58. **Rejection of Third Party Assignments**

The college reserves the right to reject third party assignments except with the prior written approval of the college.

59. **Travel Expenses**

Proposer/Officer 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 Florida Statutes 287.058 (1) and 112.061. Any expenses in excess of the prescribed amounts shall be borne by the proposer.

60. **Public Meeting and Records**

All meetings as a result of this solicitation shall be conducted in strict compliance with Florida Statute 286.11.

61. **Jessica Lunsford Act:**

A criminal record check shall be made for each person prior to employment/assignment to the agreement. The successful proposer will be required to certify to the college that all personnel working on the college contract shall have no criminal record/history for the past five (5) years. Any personnel having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Laws of Florida or any other State, with ten (10) years immediately preceding the date of his/her original employment application with the proposer will be forbidden to be assigned by the awardee to work at the college.

62. **Availability of Funds**

The obligations of the College of Central Florida under this award are subject to the availability of the funds lawfully appropriated for its purpose by the State of Florida and the District Board of Trustees.

63. **Federal Grant Requirements:** This special condition is applicable to purchase orders issued as a result of the Bid when financed all or in part by grants from the Federal Government.

(a) **Access to Records:** College of Central Florida, the Federal Sponsoring Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the successful Proposer(s) which are pertinent to the purchases resulting from this RFP for the purpose of making audits, examinations, excerpts and transcriptions.

(b) **The Copeland "Anti-Kick Back" Act** - The successful Proposer(s) shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

(c) **The Davis-Bacon Act (Construction Only)** - The successful Proposer(s) shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5).

- (d) Contract Hours and Safety Standards Act - The successful Proposer(s) shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part 5).
- (e) Clean Air Act and Federal Water Act – The successful Proposer(s) must guarantee that all products purchased as a result of this Bid comply with all applicable standards, orders or regulations issued pursuant to the Clean air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.)

64. **Substantiation of Commission Payments**

Successful proposer shall submit gross sales record on a monthly basis to substantiate commission payments to the college.

**SECTION B
PROPOSAL PRICING/OFFER RESPONSE FORMS**

Commission Revenue and Commission Sales

The College of Central Florida, is seeking qualified firms to provide Bookstore Management and Operations services at the Ocala and Citrus campuses for a base year period of five (5) years commencing on/or about July 1, 2016 through June 30, 2021, with option year on Monday, July 1, 2021 and terminating on June 30, 2026 in accordance with the scope of services and the terms and conditions contained herein:

1.0 **Base Commission Proposed:** The successful proposer/offeror shall mail to the college by no later than the 15th of the next month, commission summarized in a check. Sales are to be reported by campus, onsite and internet sales, and commissions are to be calculated on combined gross sales for all college operations. Combined gross sales are to be based on the following:

1.1 **Base Year Period of Service** (July 1, 2016 through June 30, 2021)

____ % of gross sales for amounts \$0 to \$2,000,000 (Not less than 15.75% annually)

____ % of gross sales for amounts greater than \$ 2,000,000.00 (Not less than 16.50% annually)

Minimum Annual Guarantee \$ _____ per year. (Not less than \$500,000)

1.2 **Option Period of Service** (July 1, 2021 through June 30, 2026)

____ % of gross sales for amounts \$0 to \$2,000,000 (Not less than 16.0% annually)

____ % of gross sales for amounts greater than \$ 2,000,000.00 (Not less than 16.50% annually)

Minimum Annual Guarantee \$ _____ per year. (Not less than \$600,000)

1.3 **Remodeling Funds:** \$ _____ (Not less than \$300,000)

1.3.1 To be amortized monthly over five years

1.4 **Signing Bonus:** \$ _____ (Not less than \$250,000)

1.4.1 To be provided to the college thirty (30) calendar days upon District Board of Trustees approval.

1.5 **Annual Scholarship:** \$ _____ per year for five (5) years.

Company Name:

Authorized Signature:

Print Name:

Title:

Date Signed:

This form must be completed and returned with your proposal submittal

**SECTION B
PROPOSAL PRICING/OFFER RESPONSE FORMS**

2.0 Gross Margin Base Year Service Period: (July 1, 2016 through June 30, 2021)

- 2.1 New textbooks shall be sold at no greater than the publisher's list price or a ____% gross margin on net priced books, inclusive of restocking fees, return penalties and freight surcharges. Net proceed books are defined as books purchased from publishers that do not have a publisher's suggest list price or when the publisher's discount to the bookstore is less than 20%.
- 2.2 Used textbooks shall be sold at no more than ____% of the new selling price.
- 2.3 Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies shall be priced not to exceed 30% gross margin.
- 2.4 Rental Pricing – Please describe in detail your company's textbook rental strategy, including details regarding title selection, pricing, strategy, and overall student savings.
- 2.5 School supplies will be priced at or below manufacturer's suggested retail prices.
- 2.6 Proposers upon request by the college shall provide proof of conformity to pricing policies as specified herein. This paragraph pertains to the base year and option year.

3.0 Gross Margin Option Year Service Period: (July 1, 2021 through June 30, 2026)

- 3.1 New textbooks shall be sold at no greater than the publisher's list price or a ____% gross margin on net priced books, inclusive of restocking fees, return penalties and freight surcharges. Net proceed books are defined as books purchased from publishers that do not have a publisher's suggest list price or when the publisher's discount to the bookstore is less than 20%.
- 3.2 Used textbooks shall be sold at no more than ____% of the new selling price.
- 3.3 Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies shall be priced not to exceed 30% gross margin.
- 3.4 Rental Pricing – Please describe in detail your company's textbook rental strategy, including details regarding title selection, pricing strategy, and overall student savings.
- 3.5 School supplies will be priced at or below manufacturer's suggested retail prices.

This form must be completed and returned with your proposal submittal

SECTION B
PROPOSAL PRICING/OFFER RESPONSE FORMS

ADOPTION DEADLINES AND BUY-BACK WEEKS SCHEDULE

4.0 **Textbook Buy-Back/Adoption:** Indicate textbook buy-back policy for buy-back of books from the college faculty, staff, and students to be established by the successful proposer/offeror in accordance with the terms of this agreement on the following basis:

4.1 If the proposer has a faculty order indicating a book will be a course adoption for a following semester, it will pay no less than ____ percent (____%) of the current selling price. A lesser amount may be paid only if copies required for faculty orders are filled, or if the book is in unusually poor condition.

4.2 In the absence of such notification, or if the book is not to be used for the following semester, buy-back to be at a price listed for the book in a current issue of the Textbook Buying Guide or computer data base, in use in operations of the college bookstore:

Agreeable? Yes ☐ No ☐ (please see below)

If No, explain alternative buy-back offered:

4.3 Trade or pre-priced paperbacks shall be bought between ____% and ____% of the list price.

5.0 **Adoption Deadlines**

5.1 Insert the dates for the buy-back weeks and adoption deadlines. These dates will remain the same for the base and option years.

TERM	BUY-BACK WEEKS	ADOPTION DEADLINE
Fall		
Spring		
Summer		

This form must be completed and returned with your proposal submittal

SECTION B
QUESTIONNAIRE

6.0 **Questionnaire**

- 6.1 Is Bookstore Operation your primary business?
Yes ☐ No ☐
- 6.2 What _____% percentage of your business is the result of operating bookstores?
- 6.3 What are your national annual gross sales in Bookstores?
\$ _____ annual national sales
- 6.4 How many years has your organization been established in Bookstore operations under your present name? _____ years.
- 6.5 Have you visited the campus and examined the present facilities?
Yes ☐ No ☐

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

This form must be completed and returned with your proposal submittal

SECTION C
TENTATIVE SCHEDULE

The schedule, as follows, is tentative and is subject to change. All changes will be forwarded via written addendum and posted on the CF Purchasing Website at: <http://www.cf.edu/purchasing>.

Date	Activity, Location and Time
Wednesday, February 17, 2016 Mondays, February 22, 2016 and February 29, 2016	Proposal Advertised and Distributed
Wednesday, March 16, 2016 10:00 a.m. to 12:00 noon	Mandatory Pre-Proposal Meeting College of Central Florida Founders Hall/Board Room 3001 SW College Road Ocala, FL 34474
Wednesday, March 30, 2016	Last date for proposal questions
Wednesday, April 13, 2016 @ 2:00 p.m.	Proposals Due College of Central Florida Founders Hall, Room 109
Wednesday, April 13, 2016 @ 2:15 p.m.	Proposal public opening (Read vendor submittals only) Founders Hall, Conference Room 105
Friday, April 15, 2016 @ 10:00 a.m. – 12:00 p.m.	Evaluation Committee Meeting Founders Hall/Conference Room 105
Monday, May 9, 2016	Evaluations of written proposals totaled and submitted to purchasing
Thursday May 12, 2016 @ 2:00 p.m.	Evaluation Committee short list firms, Founders Hall, Conference Room 105
Thursday, June 2, 2016	Oral Presentations by short listed firms and final rankings by Evaluation Committee Times: TBD Board Room/Founders Hall
Monday, June 6 th to Wednesday, June 8, 2016	Notice of Intent to Award (72 hour posting)
Thursday, June 9, 2016	Recommendation for Award to Vice President
Wednesday, June 22, 2016	District Board of Trustees approval
Thursday, June 23, 2016	Notice to Proceed
Friday, July 1, 2016	Commencement of Services

**SECTION D
GENERAL INFORMATION**

1.0 General Requirement

- 1.1 The intent of Request for Proposal 15-6 is to select one (1) qualified source to operate and provide Bookstore Management and Operations services for the College of Central Florida. The bookstore operations are located on the Ocala Campus at 3001 SW College Road, Ocala, FL 34474 and at the Citrus Campus located at 3800 S. Lecanto Highway, Lecanto, FL 34461. Current bookstore operations support classes offered at the Ocala and Citrus Campuses, Hampton Center, University Center, and Levy Center.

2.0 Period of Services

- 2.1 The base year service period shall commence on Friday, July 1, 2016 and shall terminate on Wednesday, June 30, 2021. The option year shall commence on Thursday, July 1, 2021 and terminate on Tuesday, June 30, 2026.

3.0 Contract Terms and Conditions

- 3.1 The terms, specifications and conditions contained within the solicitation/proposal shall constitute the total contractual terms and conditions. No further conditions will be accepted unless written amendment is issued or a formal agreement is utilized.

4.0 CF Contact

- 4.1 Questions related to this proposal shall be directed in writing to:

Stewart E. Trautman, Jr., Director of Purchasing
College Central Florida
Purchasing Department/Founders Hall/Room 109
3001 SW College Road
Ocala, FL 34474
Telephone: (352) 873-5815
Email: trautmas@cf.edu

5.0 Mandatory Pre-Proposal

- 5.1 A mandatory pre-proposal meeting is scheduled for Wednesday, March 16, 2016 at 10:00 a.m. at the location specified on the Tentative Schedule, page 13. The pre-proposal meeting should be attended by a representative(s) if you intend to submit a proposal. Proposing firms are required to sign in and provide two business cards.
- (2)
- 5.2 The purchasing staff and appropriate staff members will be available to discuss the intent of the Request for Proposal, the proposal requirements and to answer all questions or provide clarification as deemed necessary. Suggested changes or revisions to the solicitation will be issued to all interested concerns via written addendum. Acknowledgement of receipt of any addendum(s) issued is required on the Solicitation, Offer and Award page, block number 10.

**SECTION D
GENERAL INFORMATION**

6.0 Mandatory Site Visit

- 6.1 A mandatory tour of the Ocala and Citrus Campus bookstores will be provided to all conference attendees following the mandatory pre-proposal meeting.

7.0 Acknowledgement

- 7.1 By submitting a proposal/offer the proposer/offeror acknowledges that he/she has read the Request for Proposal in its entirety and understands the requirement, and further agrees to be bound by the solicitations terms and conditions contained herein.

8.0 Evaluation Committee Meeting

- 8.1 The evaluation committee will meet on Friday, April 15, 2016 at 2:00 p.m. to short list the proposals from those determined to be within the competitive range. Those firms selected will receive notification from the purchasing department of their selection and of the date/time of their oral presentations.

9.0 Oral Presentations

- 9.1 Oral presentations with the proposers/offerors will be held on Thursday, June 2, 2016 starting at time to be determined, at the location provided on the Tentative Solicitation Schedule on page 13 of the solicitation. Individual timeslots will be established for each firm. The oral presentations will be no longer than 60 minutes per presentation. The final 15 minutes will be reserved for questions and or discussions from both the shortlisted firm and the evaluation committee. Total points will be made available to the purchasing department. Posting of the rankings will be on the purchasing website www.cf.edu/purchasing from Monday, June 6, 2016 to Wednesday, June 8, 2016.

10.0 Time Period of Acceptance

- 10.1 The Proposer/Offeror warrants that the prices, terms and conditions submitted in RFP 15-6 requirements will remain firm for a period of one hundred and twenty calendar days (120) from the proposal due date unless otherwise stated on the Solicitation, Offer and Award, Block 9.

11.0 Delivery Requirements

- 11.1 The college bookstore(s) shall be stocked and fully operational at the Ocala and Citrus campuses on or before July 1, 2016.

12.0. Professional Licenses

- 12.1 Proposers/Offerors shall include copies of all current and applicable State and local licenses/permits required to perform the requirements of this solicitation. It is preferred that proof of licensure be included with your proposal submittal.

**SECTION D
GENERAL INFORMATION**

13.0 Bonding

- 13.1 The successful proposer/offeror whose submittal is accepted and awarded a contract under the terms of this solicitation shall furnish a fully executed performance or payment bond as provided on pages 38 and 39 in the form of a surety, bond or certified check, drawn upon any State or National Bank in Florida, payable to District Board of Trustees, College of Central Florida, Ocala, FL in an amount of two hundred thousand dollars, and no cents (\$200,000.00). The bond shall be submitted within 10 days after receipt of the notice of award. Failure to submit the required bond(s) will result in a determination of non-responsive and the award will be rescinded if applicable. The successful, proposer/offeror shall submit fully executed bonds by a surety company that meets the provisions set forth in Florida Statutes 287.0935. Should the surety company become insolvent during the term of the contract, warranty and/or guarantee period, the vendor shall provide an alternate bond, acceptable to College of Central Florida, within 15 calendar days from the date the vendor is notified of said insolvency, by any party an Affidavit of Individual Surety shall be fully executed and submitted on the form provided on page 40.

14.0 Minimum Requirements

- 14.1 The successful offeror/proposal shall demonstrate the capacity to operate and provide all services in association with the College of Central Florida Bookstore operations at the Ocala Campus and Citrus Campus to meet the minimum requirements of the solicitation.

15.0 Experience of Firm and Major Sub-Consultants

- 15.1 **Company Credentials:** Provide a brief statement of qualifications that includes the firm's size, geographic location and the office that will support the College of Central Florida's bookstore(s). Detail any information that will give the proposer/offeror an advantage in performing these services.
- 15.2 **Current Projects:** Include a detailed listing of five (5) projects similar to this Request for Proposal that the proposer is currently engaged in to include term start date and ending date.
- 15.3 **Sub-Consultant/Contractors:** Include your major sub-consultants or general contractor for any planned additional work or construction renovations.

16.0 Experience of Project Personnel

- 16.1 **Organizational Chart:** Provide an organizational chart, as it will relate to these services, indicating key personnel and their relationships. Indicate each staff member's assignments and responsibilities, and describe how the organizations structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Indicate which positions are full time and part time with salary ranges and rates of hourly pay.
- 16.2 **Principle's Credentials:** List experience of each principle within the firm assigned to this proposal. Include current job description, resume, job description, education/college degrees, licenses, and professional certifications.
- 16.3 **Operations Manager:** Designate the individual(s) that will be assigned to this proposal. For each individual(s), provide the job title and area of responsibility as it relates to this request for proposal.

**SECTION D
GENERAL INFORMATION**

17.0. Location

17.1 Identify the location of your home office.

18.0. Financial Statements/Position

18.1 Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.

18.2 Include the audited balance sheet and income statement from the prior two (2) years.

18.3 Include a summary of the proposer's financial resources (including audited financial statements and annual reports for the last two (2) years.

18.4 Financial information shall be submitted as a separate submittal, to be stamped confidential, with the proposers company name, RFP title and number.

19.0 References

19.1 References will be contacted during the evaluation phase of this Request for Proposal and shall include contact persons from four (4) of the most closely related services that the proposer has completed. Be sure to use the services that have the same personnel involved that will be assigned to this proposal. All references/operations must have supported bookstore facilities for a period of three (3) years or more. The operation must have as a minimum supported \$2,000,000 in gross sales annually.

19.2 Provide the following information on the form located on page 43 of this solicitation:

- 1) Company Name
- 2) Company Address
- 3) Telephone number/Toll free number (if available)
- 4) Contact person and Title
- 5) Fax number
- 6) Email

20.0. Sales Data

20.1 The current bookstore operation has produced the following gross sales figures over the last five (5) years as provided below. Each "year" runs from July 1 to June 30.

Year	College of Central Florida Ocala Campus	College of Central Florida – Citrus Campus	Total
July 2010 – June 2011	3,887,705	745,002	4,632,707
July 2011 – June 2012	3,963,958	762,459	4,726,417
July 2012 – June 2013	3,601,816	708,430	4,310,246
July 2013 – June 2014	3,475,789	704,718	4,180,507
July 2014 – June 2015	3,374,137	700,975	4,075,112

SECTION D
GENERAL INFORMATION

21.0 Background

- 21.1 The College of Central Florida is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associate and baccalaureate degrees serving Marion, Citrus and Levy Counties. The College of Central Florida serves approximately 12,500 students per year and currently employs approximately 418 full time and 504 part-time employees. Currently the institution consists of the following: Ocala Campus, Citrus Campus, Levy Center, Hampton Center and the Appleton Museum of Art.

22.0 Incumbent Contractor

- 22.1 Barnes & Noble College Bookstores, Inc. currently operates the college's bookstores at the Ocala Campus located at 3001, SW College Road, Building 36, Ocala, FL. 34474 and the Citrus Campus located at 3800 S. Lecanto Hwy, Lecanto FL 34461.

23.0 Bookstore Scope of Services

- 23.1 The college bookstore(s) currently provides textbooks, and educational supplies, as deemed appropriate for a college setting at the Ocala and Citrus Campuses. The bookstore is operated for the benefit of students, faculty, staff and the public. It is anticipated for bookstore operations to commence with the opening of the new Levy campus in Fall 2018.
- 23.2 The successful proposer/offeror shall have exclusive selling rights for merchandise (sweatshirts, ball caps, polo shirts) exclusive to College of Central Florida, and basic office supplies and retail merchandise bearing the College of Central Florida logo. The successful proposer/offeror will also have the exclusive right for all on-campus and internet sales for the above and similar items typically sold in a college bookstore.
- 23.3 The successful proposer/offeror shall have non-exclusive rights to sell convenience store items such as food, health and beauty items and other sundries. College of Central Florida has the right to permit student organizations and government to hold special sales periodically deemed not to materially impact bookstore operations.
- 23.4 The college currently has an exclusive agreement for beverages with Pepsi products. Any proposed sales of beverages at the bookstore must be coordinated with and approved by the Director of Purchasing, or authorized designee.
- 23.5 The successful proposer/offeror will not in any way use the credit or the name of the college or the state in which the college is located in connection with its business or affairs without the prior written consent of the college.
- 23.6 The successful proposer/offer will be responsible for all monetary collections; returned checks and returned credit card charges.
- 23.7 The successful proposer/offer will notify the designated security representative prior to any criminal complaint being filed for any reason.

SECTION D
GENERAL INFORMATION

24.0 Calendar of Operating Hours

- 24.1 The bookstores shall be operational twelve (12) months of each calendar year. The primary hours of operation shall be based on the College of Central Florida Academic and Administrative calendars with additional consideration to be given during peak activity periods such as buyback days and school rush. The academic and administrative calendars are located at the college’s website <http://inside.cf.edu/>.

Current Operational Hours (2016-2017) are as follows:

25.0 OCALA CAMPUS

Monday through Thursday	7:45 am	to	6:00	pm
Friday	9:00 am	to	4:00	pm

26.0 CITRUS CAMPUS

Monday through Thursday	9:30 am	to	6:00	pm
Fridays	9:00 am	to	12:00	pm (Noon)

27.0 Existing Schematics with Square Footage

27.1 OCALA CAMPUS

The college bookstore is located in Building 36, and is comprised of 2,991 net square feet.
(Refer to Attachment 1)

27.2 CITRUS CAMPUS

The Citrus campus bookstore is comprised of 763 net square feet occupied space.
(Refer to Attachment 2)

- 27.3 Combined total net square footage (both locations) 3,754 net square feet

28.0 Bookstore Facility

- 28.1 Basic utilities and services for the College of Central Florida bookstore operations at both locations shall include the following:

UTILITIES

Heating/Air Conditioning
Electricity
Water/Sewer
Gas
Local telephone service

SERVICES

Pest Control
Grounds Maintenance
Refuse Station/Commercial Containers
Building/Structural Maintenance
General Maintenance Examples: light bulb replacement and ceiling tiles

SECTION D
GENERAL INFORMATION

- 28.2 The successful proposer/offeror will be responsible for all other telecommunication services and cost, as well as any other utility deemed necessary for successful operation of the bookstore operations. The successful proposer/offeror shall provide its own long distance. All costs for telephone installations will be the responsibility of the successful proposer/offeror.
- 28.3 The successful proposer/offeror shall provide daily custodial/cleaning services for the bookstore area(s) and offices, including interior bookstore windows, at their own expense. The equipment and supplies necessary to accomplish the tasks are the responsibility of the successful proposer/offeror.
- 28.4 The successful proposer/offeror shall also be responsible for providing the following services:
- Alarm Systems & Monitoring Services
 - Costs associated with the removal of door locks, safes, or combinations of safes.
- 28.5 The College will maintain the basic utilities and services as outlined above, as well as, the structural elements of the facility itself such as exterior walls and roofing, however, the successful proposer/offeror will be responsible for any repairs and/or maintenance deemed necessary as a result of neglect, willful damage or abuse of the facility, furniture or equipment. The successful proposer is required to maintain the facility, furniture and equipment in satisfactory condition outside of normal wear and tear.
- 28.6 The College will not be responsible for any damage, theft or disappearance from the bookstore or storage areas resulting from any of the following:
- Break-in or burglary
 - Employee theft
 - Acts of God
 - Acts beyond the control of the College
- 28.7 The successful proposer/offeror shall grant emergency access to college personnel on a 24 hour basis when deemed necessary.

29.0 College Furnished Equipment/ Items

- 29.1 The successful proposer/offeror will assume the existing bookstore's furniture, fixtures and equipment. The successful proposal/offeror will be responsible for the replacement of damaged or neglected furniture and/or equipment.
- 29.2 Additional furniture or equipment as deemed necessary will be the proposer's/offeror's responsibility to acquire and maintain. All furniture, equipment and fixture shall become the property of the college in the event of cancellation or termination of the terms and conditions of the solicitation as provided herein.

30.0 Base Commission Proposed

- 30.1 The successful proposer/offeror shall mail to the college by no later than the 15th of the next month, a commission summarized in a check. The college will accept as a minimal the current percentages received by the college as provided below. Sales are to be reported by campus and commissions are to be calculated on combined gross sales for all the college bookstore operations. Combined gross sales are to be based on the following formula and submitted for the base year service period and subsequent renewal option periods.

**SECTION D
GENERAL INFORMATION**

- 30.2 A firm minimum percentage not less than 15.75% based on annual gross revenue sales from \$0 to \$2,000,000 annually and a firm minimum percentage not less than 16.50% based on annual gross revenue sales above \$2,000,000.

31.0 Textbook Pricing and Policies

- 31.1 The college recognizes the publishers attempt to pass on industry wide price increase normally on an annual basis. The proposer/offeror shall provide detailed information and give examples of pricing and markup policies of both new and used textbooks and trade books obtained from any source.
- 31.2 The successful proposer/offeror must sell all new textbooks at prices not to exceed the publisher's list price (if established) and to be the exact same price on both campuses.

32.0 Used Textbook Policy

- 32.1 The successful proposer/offer shall be obligated to purchase good condition used textbooks and study guides (including vocational books) back from students at ____% of the current new sell price prior to purchasing new or used textbooks from the national marketplace for all net purchase requirements after taking into consideration on-hand inventory and the quantity of textbooks adopted by the college for the next term.
- 32.2 Students shall be allowed to sell textbooks to the successful proposer/offeror at the ____% rate, not only during book buy back week, if the college has re-adopted the book and the successful proposer/offeror has a need to purchase said book for either campus or national needs. The successful proposer/offeror shall also purchase used textbooks (not re-adopted at College of Central Florida) from College of Central Florida students at a percentage no less ____% or than what the successful proposer/offeror pays for the same book at other campus contract accounts. Used textbooks will be sold at no more than ____% of the new selling price.
- 32.3 Proposers/Offerors shall include a detailed overview in accordance with these specifications, indicating their experience in increasing used on-campus textbooks sales. This overview should include a recommended plan on how College of Central Florida could further expand used textbook sales beyond the obvious college-wide standardization of textbooks, on the form provided herein.

33.0 Textbook Reports

- 33.1 The successful proposer/offeror shall post at each bookstore a computer listing of the textbook adoptions in order to communicate inventory to students who may desire to purchase books prior to the first day of classes.

34.0 Textbook Availability

- 34.1 The successful proposer/offeror shall post signage indicting a "disclaimer" whereby the student is advised not to purchase any textbook until they have reviewed the textbook selection with their professor/instructor at, or prior to, the first class.

This page must be completed and returned with your proposal submittal

**SECTION D
GENERAL INFORMATION**

35.0 Textbook Affordability Act (Section 1004.085) and F.A.C. 6A-14.092

- 35.1 Textbook adoption is the approved selection of textbooks for a given term. The deadline for adoption is defined as the date by which the college must submit textbook selections for stock by the bookstore. The college staff shall fill out adoption forms and return them to the bookstore, noting the title, author, edition, order quantity. The successful proposer/offeror shall assure that all textbooks ordered in accordance with the adoption deadline are in stock in the appropriate quantities prior to the first day of the term. (Tele courses may require more advanced notice). Any quantity of textbooks adopted and not in stock by the first day of class must be delivered "second day air" at the successful proposers/offerors expense.
- 35.2 The successful proposer/offeror shall define the Buy-Back weeks and Adoption deadline as noted in Section B paragraphs 5.0 on page 11 of this solicitation.
- 35.3 In addition to the college's general curriculum, health related programs are offered on campus and at the Hampton Center. As a result, the bookstore is required to provide a variety of medical program-related textbooks, instruments and supplies including several university partnerships located in the University Center.
- 35.4 The successful proposer/offeror shall demonstrate how they can assist the college in complying with the Textbook Affordability Act (Section 1004.085) and F.A.C. 6A-14.092.
- 35.5 The successful proposer/offeror shall sell textbooks to high school students in attendance at the college at the current wholesale price, plus freight charges and shall bill the appropriate school district for textbooks sold.

36.0 Faculty/Staff Course Packs/Textbook Discounts

- 36.1 The successful proposer/offeror shall have the exclusive right to sell the college developed course packs. The successful proposer/offeror may provide custom publishing services for the faculty to include but not limited to printing and binding/distribution and sale of the course packs. Complimentary desk copies of course packs shall be provided to faculty at no cost.
- 36.2 The successful proposer/offeror shall discount course packs and textbooks purchased from publishers with restrictive, non-returnable text policies in accordance with the terms and conditions of this solicitation.
- 36.3 The successful proposer/offeror will assist faculty in obtaining complimentary desk copies of current textbooks used. The successful proposer/offeror will provide their company form letters, addresses and purchase order documentation that a specific textbook is being used so that faculty can request such complimentary copies from the publishers. Textbooks for loan shall also be made available to faculty until receipt of requested desk copies. Loan copies not properly returned or annotated within will be billed to the faculty member that requested the loaner copy.

**SECTION D
GENERAL INFORMATION**

37.0 Student Financial Assistance

- 37.1 Student financial assistance is administered by the office of the Vice President for Student Affairs-Financial Aid Office. The successful proposer/offeror shall have a system that allows students to make purchases against their financial aid by downloading data extracts from the college's ERP system (Jenzabar). The bookstore must also allow students to charge against vouchers from outside agencies, such as Workforce Development and Vocational Rehabilitation. The bookstore will be solely responsible for the billing and collection of such transactions.

38.0 Staffing

- 38.1 The successful proposer/offeror shall staff the college bookstore(s) with experienced and qualified managerial and clerical personnel. During peak "Rush" periods, the successful proposer/offeror shall utilize sufficient additional employees at the bookstore(s) to avoid unnecessary delays and to expedite making educational materials available to students, faculty and staff. The successful proposer/offeror shall also ensure that personnel behaviors are acceptable and in compliance with the college's goals and rules. The successful proposer/offeror shall comply with any written request for removal based on adequate justification as submitted by the appropriate authority of the college. All bookstore staff presently working at the College of Central Florida will be given first consideration for employment by the successful proposer/offeror.
- 38.2 The successful proposer/offeror will be responsible for the wages and benefits of all of its employees at the college's bookstore(s). The successful proposer/offeror will also provide employment opportunities for students at the college whenever reasonably possible in accordance with the terms and conditions contained herein.

39.0 Current Inventory

- 39.1 The successful proposer/offeror shall purchase the existing inventory from the preceding contractor at its documented cost. The successful proposer/offeror shall not be required to purchase dated or damaged merchandise, merchandise inventories in excess of that normally expected to be sold within one year, or new books not fully returnable to the publisher. Textbooks shall be purchased at full documented cost only if formally adopted for the ensuring term. Other textbooks will be purchased at the current wholesale price in the most recent edition of the Textbook Buying Guide.

40.0 Web Site

- 40.1 The successful proposer/offeror shall have a website that supports the on-campus bookstore and shall be the college's exclusive authorized agent for on-campus and internet sales. This website should allow students to order textbooks online for in-store pickup or home delivery. The website must indicate the bookstore is the "College of Central Florida Bookstore", and not the successful proposer/offeror's own name.
- 40.2 Web site sales shall be treated the same as in-store sales for the purposes of compensation to the college. Sales through the web site are to be considered as part of the total bookstore sales, but shall be clearly indicated on a separate line on sales reports prepared and presented to the college. The successful proposer/offeror shall coordinate all web site design and applications with the college's Information Technology department and the office of Marketing and Public Relations prior to going live. The web site shall be fully operational prior to the start of the school session.

**SECTION D
GENERAL INFORMATION**

41.0 Theft Policy

- 41.1 It is agreed by both the college and the successful proposal/offeror that a strong position shall be taken with regard to pilferage; and that firm policies, agreeable to both parties shall be adopted and incorporated as part of the award. The appropriate staff shall be notified prior to any action taken.

42.0 Transition Plan

- 42.1 The successful proposer/offeror shall propose a detailed transition plan within ten (10) calendar days after award notification of proposed dates and events to insure uninterrupted operation of the existing college bookstores.

43.0 Remodeling Improvements

- 43.1 Proposers/offerors shall include a proposed annual amount to be expended by the successful proposer/offeror for providing improvements to the existing bookstore facility or facilities to enhance/benefit the overall bookstore experience for the students, faculty and staff as part of their submittal. Any improvements made to the bookstore shall be coordinated with the college Director of Facilities and Plant Operations prior to execution. All remodeling improvements shall become the sole property of the college upon contract expiration, cancellation or termination. Refer to paragraph 1.3 page 8.

44.0 Signing Bonus and Annual Scholarship

- 44.1 Proposers/offerors shall explain in detail any additional services to be offered that are not listed in the above specifications and include how these additional proposals will benefit the students, faculty and staff. Refer to paragraphs 1.4 and 1.5 page 8.

45.0 Proposal Packaging

- Proposals shall be submitted in a three (3) ring binder. (No GBC binding)
- Proposals shall include a cover sheet with proposer/offeror information
- Proposals shall be submitted on 8 ½ x 11" paper
- Proposals shall be in portrait orientation
- Proposals shall be divided into sections utilizing tabs
- All information shall be legible, typed or handwritten(printed)

46.0 Proposal Format

All proposals shall be divided into eleven (11) sections and numbered or labeled as follows:

- Table of Contents
- Letter of Intent/Introduction of Company
- Proposed Bookstore Management Operations Proposal/Offer Response Forms
- Experience of Firm, Qualifications, Credentialing Organization and Staffing charts
- Licenses for prime and sub-contractors proposed for this project

**SECTION D
GENERAL INFORMATION**

Proposal Format (cont.)

- Representations and Certifications
- Bonding Requirement
- Financial Statements
- Certificates of Insurance
- References
- Solicitation, Offer and Award

47.0 Instructions

- 47.1 **Table of Contents** – A detailed table of contents shall be included as page one of the proposal.
- 47.2 **Letter of Intent/Introduction of Company** - The successful proposer/offeror shall summarize in a brief and concise manner that the proposer/offeror understands the scope of services and shall also include a positive commitment to perform the work in the time specified. This letter must be signed by an official authorized to make such a commitment on behalf of the firm represented and who is authorized to enter into an agreement with the College of Central Florida. This letter must also include the official's title or authority. The letter should not exceed two (2) pages in length.
- 47.3 **Proposed Bookstore Management Operations Proposal/Offer Response Forms** - The proposal in its entirety shall remain firm for a period of 120 calendar days and shall include all charges that may be incurred in fulfilling the terms of this solicitation, offer and award. Include fully executed original and five (5) copies of all submittals as noted in Section K on page 36.
- 47.4 **Experience of Firm, Qualifications, Credentialing, Organization and Staffing Charts** - Include Organizational Chart, Staffing, Operations Manager Information and proposed retention plan.
- 47.5 **Licenses** - Include copies of current licenses as requested for prime and sub-contractors.
- 47.6 **Representations and Certifications** - Include fully executed Drug Free Workplace, Affidavit of Compliance, Disclosure Dispute, and Statement of No Proposal forms here.
- 47.7 **Bonding Requirement** – Awardee shall submit a performance bond as provided in the solicitation.
- 47.8 **Financial Statements** - Include audited financial statements and related documentation that illustrate the proposers/offerors financial strengths/weaknesses.
- 47.9 **Certificates of Insurance** - Include copies of current certifications of insurance as requested.
- 47.10 **References** - Include completed reference forms as requested in the solicitation.
- 47.11 **Solicitation, Offer and Award** - Include fully executed original copy of page 1, Solicitation, Offer and Award.

SECTION E
STATEMENT OF NO PROPOSAL SUBMITTAL

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 proposals to:

RFP 15-6 Bookstore Management and Operations
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 Proposal or a Statement of No Proposal Submittal shall be cause for removal from future mailing lists.

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

- ☐ Scope of Work or Terms and Conditions are too "restrictive." (Please explain on separate page)
- ☐ Unable to meet requirements
- ☐ RFP was unclear (Please explain on separate page)
- ☐ 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
- ☐ Remove us from your "Proposers List"
- ☐ Other (Please explain on separate page)

Company: _____

Signature/Title: _____

Address: _____

City, State, Zip Code: _____

Telephone number: _____ Fax number: _____

E-mail: _____ Website: _____

This form must be completed and returned only if not submitting a proposal

**SECTION F
SPECIAL PROVISIONS****1.0 Access and Audits**

- 1.1 Proposer/offer shall maintain adequate records to justify all charges and costs incurred in performing the work for at least two (2) years after completion of this Request for Proposal. The college shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the college. The college will provide seven (7) calendar days written noticed.
- 1.2 The auditor will need access to the following documents during an audit:
- All paid vouchers include those for out-of-pocket expenses, and reimbursements supported by invoices, including copies of periodic estimate for partial payment.
 - Ledgers
 - Cancelled checks
 - Deposit slips
 - Copies of all contracts and copies of any contract amendments/change orders
 - Insurance documents
 - Payrolls
 - Time sheets
- 1.3 The above listed records shall be on site at the proposers/offerors premises and be made available upon request.

2.0 Purchase Orders

- 2.1 The college shall issue a purchase order for encumbrance and payment purposes if applicable.

3.0 Invoice Requirements

- 3.1 One (1) original invoice shall be forwarded to the College of Central Florida, Accounts Payable, Founders Hall, Room 112A, 3001 SW College Road, Ocala, FL 34474 for payment processing upon receipt and acceptance by the College of Central Florida. Please include purchase order number on invoice forwarded. Upon receipt, acceptance and approval payment will be made.

4.0 Payment Terms

- 4.1 The College of Central Florida payment terms are Net/30 days.

SECTION G
SCOPE OF SERVICES/PERFORMANCE

- 1.0 **Scope of Services** – To provide exclusive contracted bookstore management and operation services, free from any alternate source endorsed, licensed or otherwise approved by the College of Central Florida (whether on campus, by catalog, or through electronic commerce, including hyperlinks to alternate sources) to sell and distribute merchandise and services for the College of Central Florida bookstore located at 3001 SW College Road, Ocala, FL 34474 and the Citrus campus bookstore located at 3800 S. Lecanto Hwy, Lecanto FL 34461. At the commencement of this agreement, the bookstore shall provide and adhere to the following:
- 1.1 **Standard of Performance** – Proposer/offeror agrees to perform the services with that standard of care, skill and diligence normally provided by a first class, professional organization in the performance of similar services provided to other public colleges, and to perform the services in a timely manner. Proposer/offeror shall operate the bookstore in a manner which reflects the college's image and reputation of the college and supports mission and goals of the college. Proposer/offeror shall provide the college community with a full range of merchandise and services expected from a quality, full-service college bookstore.
- 1.2 This solicitation is a service management arrangement.

SECTION H INSURANCE

1. Insurance Requirements

- 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. Current proof of insurance must be provided in the RFP.
- 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	\$2,000,000
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)	\$ 5,000
Automobile Liability	
Bodily Injury/Property Damage (each accident)	\$1,000,000
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
Professional Liability	
Each Claim (\$1-\$3M)	\$1,000,000
Annual Policy Aggregate (\$2-\$5M)	\$2,000,000
Errors and Omissions	Deductible/\$10,000

2. Conditions

- Policies must be written by an insurance company authorized to do business in Florida.
- 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 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.
- 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.
- Contractor shall furnish the College of Central Florida 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 the College of Central Florida.
- Contractor shall include the College of Central Florida as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract.

SECTION H INSURANCE

- 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.
- 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.
- “Claims made” insurance policies are not acceptable.
- In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
- 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.
- CF’s risk manager shall verify ratings at A. M. Best’s website: <http://www.ambest.com/>
- 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.
- 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 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 Worker’s 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).
- 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.
- 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).
- The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:

College of Central Florida
c/o District Board of Trustees
3001 SW College Rd, Founders Hall/Bldg. 1
Ocala, Florida 34474
- 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 the 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.

**SECTION H
INSURANCE**

- 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.
- Minimum Insurance Coverage and Requirements: Obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the assigned project. By requiring such minimum insurance, the College of Central Florida shall not be deemed or construed to have assessed the risk that may be applicable to the awardee. The awardee shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The awardee 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.

3. Additional requirements:

- 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.
- 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 the College of Central Florida.
- Include a Separation of Insured clause (Cross Liability) for all liability policies
- The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration.

4. Coverage:

- 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
- Automobile Liability including all:
 - Any Auto (owned, non-owned, hired)
 - Personal Injury Protection (when applicable)
- Worker's Compensation
 - Statutory Limits as per Florida Statute 440 including Employer's Liability

5. Excess/Umbrella Liability (as needed)

- Excess of Commercial General Liability, Automobile Liability and Employers liability; Coverage should be as broad as primary.

SECTION H
INSURANCE

6. Professional Liability

- The policy/coverage shall be amended to include the following:
 - a) Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written agreement provided such liability is caused by your wrongful acts.
 - b) Claims alleging improper supervision of sub-consultants.
 - c) Representative Insured Wording amended to include past principals/employees.
 - d) Deletion of any exclusions pertaining to design/build liability.
 - e) Cancellation clause shall provide written notice prior to cancellation to the college.
 - f) Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy; the declaration page shall show the other policy is intended to function as excess, and shall be shown on the declarations page of this policy.
 - g) 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.

SECTION I
EVALUATION OF WRITTEN PROPOSALS

Criteria for Evaluating Written Proposals	Weight	Points
Introduction/References A. Provide a narrative of firm's overall management B. List firm's active professional associations and memberships C. Provide four (4) references to include client's name, client's physical address, contact person's name, contact person's email address and telephone number D. List governmental and educational clients service in the State of Florida. Provide client's name, client's physical address, contact person's name, contact person's email address and telephone number. E. Consideration will be given to, but not limited to, professional registrations, years of experience, experience with the State of Florida Higher Education Facilities and other experience/qualifications that may be relevant to the proposed project.	15	0-15
Qualifications and Staffing Describe the typical organizational structure to be used to staff a project and the responsibilities of each staff member; provide a brief resume (no more than 1 page each) of key individuals anticipated for the contract period. Include the following: a) Name/Title b) Role/Assignment c) Years of experience in this type of role/assignment with current firm and with other firms d) Years overall experience with current firms and with other firms doing similar work e) Education (degree(s), specialization, and certificates) f) Other experience and qualifications that may be relevant to the project	15	0-15
Financial Strength Provide a single, separate envelope labeled "Confidential-Proprietary Financial Information". The respondent's financial capability is to be expressed indicating that it has sufficient resources and the necessary working capital to assure financial stability through the completion of its project. Respondents must submit two years of financial information, including a balance sheet and statement of operations. <u>Complete audited financial statements shall be required. Financial information from calendar year 2012-2014 will be accepted.</u> This information will be reviewed by the Vice President of Administration & Finance or his designee.	25	0-25
Methodology Provide a Description outlining the services to be performed. Such description should at a minimum include: A. Proposer's understanding of the service(s) to be provided B. Describe the level of assistance that will be expected from the college C. Project plan and any other pertinent information D. Proposer's Transition/Implementation Plan E. Proposer's Man Power and support Plan (including management involvement)	10	0-10
Annual Minimum Guarantee Complete Section B Price Proposal Offer Response Form The "Price Proposal"	35	0-35
TOTAL	100	

SECTION I
EVALUATION OF ORAL PRESENTATIONS

Criteria for Evaluating Oral Proposals	Weight	Points
Personnel/Organization <ol style="list-style-type: none"> 1. Strength of the Team proposed for the project. 2. Managers (or Coordinators) and Direct Reports, including background, related work experience, education and training, and any other additional information that would demonstrate competence. 3. Organizational chart to include CF liaison 	30	1 to 10
Customer Service <ol style="list-style-type: none"> 1. Methods and techniques used to ensure excellent customer service 2. Customer service plan 3. Past performance of customer service working with higher education 4. Satisfactory to students and staff 	25	1 to 10
Capability <ol style="list-style-type: none"> 1. Firm's reputation and overall capabilities. 2. Firms History 3. Size of firm 4. Overall capability 5. Financial capability 	15	1 to 10
Challenges <ol style="list-style-type: none"> 1. Identification of possible challenges in providing the level of service needed at CF 2. How those challenges would be addressed 	10	1 to 10
Experience <ol style="list-style-type: none"> 1. Magnitude of experience with similar organizations 2. List of educational institutions or similar organizations 3. Accredited sites 4. How many contracts currently 5. How many contracts renewals 	20	1 to 10
TOTAL	100	

SECTION J
EVALUATION INFORMATION

1. **Evaluation Method**

- a. The college will appoint an evaluation team consisting of members of its staff to evaluate written proposals; to recommend a “short list” of firms for and invitation to make oral presentations and to make final award of a contract, with the proposer which meets the best interests of the college
- b. The College of Central Florida’s District Board of Trustees (DBOT) shall make the final determination of award.
- c. The college shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract/agreement. The college’s decisions will be final.
- d. Evaluations of written and oral presentations are independent of each other. Written proposals are used for the purpose of short-listing. Oral presentations by the short-listed firms will be used as an additional factor in determining the ranking order and making a recommendation to the District Board of Trustees by the evaluation team.

2. **Non-Responsive Proposals**

- a. Non-responsive proposals will be rejected by the purchasing department, and will not be distributed to the evaluation team for consideration. Additionally, the evaluation team may determine that the required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
 - 1) Failure to follow the required format
 - 2) Failure to sign the proposal
 - 3) Failure to acknowledge addenda (unless all changes are not materiel)
 - 4) Failure to provide required submittals / documentation
 - 5) Submission of a late proposal
 - 6) Proposer does not meet minimum qualifications/requirements

3. **Evaluation Criteria**

- a. The weights and points established by the college shall be utilized in the evaluation of the written proposals and oral presentations.

5. **Scoring**

- a. The evaluation team shall evaluate all responsive written proposals in order to develop a shortlist of proposers.

SECTION J
EVALUATION INFORMATION

6. Notification of Short-Listing

- a. A certified letter will be sent to those firms who have been short-listed, notifying them of the place and time of their interview/presentation.
- b. In the event that there are any specific questions/clarifications that the evaluation team would like for all of the proposers to address/make, they will be included in this notification.

7. Oral Presentations

- a. Firms responding to this Request for Proposal must be available for presentations/interviews.
- b. The schedule date for these presentations is Thursday, June 2, 2016, time to be determined. Should there be any changes to the time or location, proposers will be notified either by email, telephone, fax or certified letter.
- c. The criteria for evaluating the oral presentation are established by the college. The criteria are subject to change. In the event that the criteria are revised, the short-listed proposers will be advised of the changes.
- d. The interview time shall be limited to forty-five (45) minutes. Fifteen (15) minutes shall be allotted for questions and answers with your project team.
- e. It is highly recommended that your contract manager or other key employees who will be assigned to this project be present.
- f. As part of your presentation, be prepared to discuss with emphasis your firm's ability to provide excellent service on this contract.
- g. Handouts and/or "leave behinds" are permitted.
- h. The college will have an IT individual on hand to help with any computer or audio visual support. Proposers should bring their own equipment to use for PowerPoint (or other) presentations.

SECTION K
CHECKLIST and FORMS

This checklist is provided to assist each proposer in the preparation of their proposal. Included in this check list are important requirements which are the responsibility of each proposer to submit with their response in order to make their proposal fully compliant. This checklist is only a guideline – it is the responsibility of each proposer to read and comply with the Request for Proposal in its entirety.

TITLE	SECTION	PAGE NUMBER
Solicitation, Offer and Award		1 – 8
Proposal Pricing/Offer Response Form(s)	B	9 – 12
Statement of No Proposal	E	26
Certificate of Insurance (only by awardee)	H	29 - 32
Performance Bond (only by awardee)	K	38
Affidavit of Individual Surety	K	40
Affidavit of Compliance	K	41
Drug Free Workforce Certification	K	42
References	K	43
Public Entity Crimes	K	44 - 45

SECTION K

PERFORMANCE BOND (Competitive Sealed Proposals)	DATE BOND EXECUTED (Must not be later than bid opening date)			
PRINCIPAL (Legal Name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> 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. Notices 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.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY (IES)		
SIGNATURE(S)	1.	2.
	(Seal)	(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 must be completed and submitted by awardee only

INSTRUCTIONS (Performance Bond) Competitive Sealed Proposals

1. Any deviation from this form will require written approval of College of Central Florida, President or District Board of Trustees.
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 K

AFFIDAVIT OF INDIVIDUAL SURETY

STATE OF	SS.
COUNTY OF	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce College of Central Florida, District Board of Trustees to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Typed or printed)	2. HOME ADDRESS (Number, Street, City, State, ZIP Code)
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) (Number, Street, City, State, ZIP Code)	6. TELEPHONE NUMBER HOME: () - BUSINESS: () - Extension

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO CENTRAL FLORIDA COMMUNITY COLLEGE IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of a title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBERANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DAY OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)	
12. SUBSCRIBES AND SWORN TO BEFORE ME AS FOLLOWS:		
a. DATE OATH ADMINISTERED MONTH DAY YEAR	b. CITY AND STATE (Or other jurisdiction)	
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print)	d. SIGNATURE	e. MY COMMISSION EXPIRES

Official
Seal

INSTRUCTIONS

1. Individual sureties executed in connection with College of Central Florida contracts must complete and submit this form with the bond. The surety must have the completed form notarized.

2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety. Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.

3. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must 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.

This form must be completed and returned with your proposal submittal

SECTION K
AFFIDAVIT OF COMPLIANCE

_____ We **DO NOT** take exception to the proposal.

_____ We **TAKE** exception to the proposal as follows:

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

This form must be completed and returned with your proposal submittal

SECTION K
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 <i>as shown on Page 1, Solicitation/Offer and Award</i>	Title
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Signature of Authorized Representative as shown above	Date Signed
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NOTARY _____

SEAL

DATE SIGNED _____

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**SECTION K
REFERENCES**

LIST ALL LOCAL (WITHIN APPROXIMATELY A 120 MILE RADIUS OF OCALA CITY) COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU ARE CURRENTLY OR HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES:

REFERENCE #1

Company _____
Address _____ City/State/Zip Code _____
Telephone # _____ Fax _____
Contact person _____ Email _____

REFERENCE #2

Company _____
Address _____ City/State/Zip Code _____
Telephone # _____ Fax _____
Contact person _____ Email _____

REFERENCE #3

Company _____
Address _____ City/State/Zip Code _____
Telephone # _____ Fax _____
Contact person _____ Email _____

REFERENCE #4

Company _____
Address _____ City/State/Zip Code _____
Telephone # _____ Fax _____
Contact person _____ Email _____

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**SECTION K
PUBLIC ENTITY CRIMES**

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with your qualification.

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

1. This sworn statement is submitted to:

(Print name of the public entity)

By _____

(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) it's Federal Employer Identification No. (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime: or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**
- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this ____ day of _____ 20__

Personally known _____ OR Produced identification _____
(Type of identification)

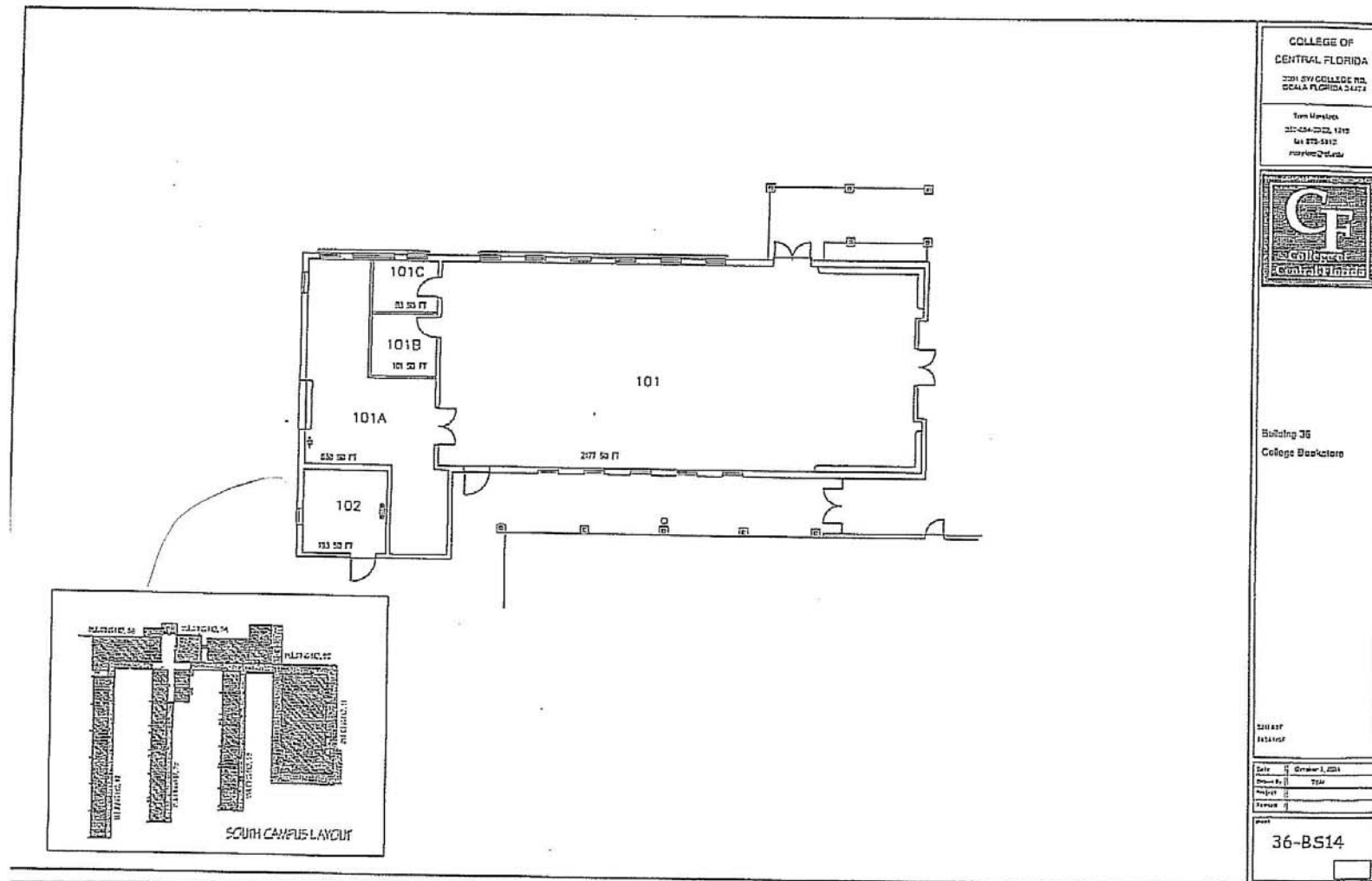
Notary Public - State of ____ My commission expires

(Printed, typed and/or stamped Commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Firm, Sub-Firm, 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, for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted Firm list.

This form must be completed and returned with your proposal submittal

Attachment 1



Attachment 2

