



**Request for Proposals
#18-02
Mobile Welding Trailer**

Issued by:
South Florida State College
Purchasing Office
October 2018

TABLE OF CONTENTS

Section One – Introduction

- A. Project Description

Section Two – General Conditions, Instructions and Information for Proposers

- A. Definitions
- B. Point of Contact
- C. Interpretation of Documents/Written Addenda
- D. Delays
- E. Proposal Withdrawn
- F. Additional Information
- G. Award/Contract
- H. Termination
- I. Proposal Preparation Costs
- J. Accuracy of Proposal Information
- K. News Releases
- L. Public Entity Crimes
- M. Public Records
- N. Acceptance/Rejection
- O. Conflict of Interest
- P. Relationship of Parties
- Q. Personnel
- R. Familiarity with Laws
- S. Equal Opportunity Statement
- T. Drug/Alcohol Free Workplace
- U. Tobacco Free Organization
- V. E-Verify
- W. Taxes/Licenses/Permits
- X. Patents and Copyrights
- Y. College Liability
- Z. Vendor Liability
- AA. Audit
- BB. Protest
- CC. Disputes
- DD. Miscellaneous
- EE. Indemnification
- FF. Proprietary Material
- GG. Ownership of Work Products
- HH. Errors and Omissions
- II. Firm's Responsibility
- JJ. Qualification Rejection
- KK. Performance Inquiry
- LL. Severability
- MM. Prohibition against Assignment
- NN. Availability of Funds

Section Three – Specifications

- A. Purpose
- B. Scope of Work

Section Four – Submittal Instructions, Dates and Selection Process

- A. Instructions for Submittal of Responses
- B. Request for Proposal Pertinent Dates
- C. Screening Selection Process/Evaluation Criteria

Attachments

Attachment A	General Background Information/Authorized Signatory
Attachment B	Price Quote Template
Attachment C	Litigation
Attachment D	Addenda Acknowledgment
Attachment E	Employment Eligibility Verification Form
Attachment F	Trailer Overview
Attachment G	Compressor/Electrical Room Over King Pin
Attachment H	Welding Booth Section
Attachment I	Rear Section
Attachment J	Road Side/Passenger
Attachment K	Weld Booth Rear Wall
Attachment N	Gas Manifold System

Additional Forms required for submittal:

Forms will be located on College website at <http://www.southflorida.edu/community/doing-business-with-sfsc>

- Conflict of Interest Disclosure Form
- Drug Free Workplace Form
- IRS Form W-9, Request for Taxpayer Identification Number and Certification
- PUR 7068 Form

SECTION ONE

INTRODUCTION

A. Project Description

The District Board of Trustees of South Florida State College, Florida, hereinafter referred to as 'College', is requesting proposals from qualified vendors to provide a mobile welding trailer that will be used as a live welding training lab to provide students real world training. The lab will be housed in a large trailer with live-welding units to train all welding processes (stick, MIG, and TIG) with 8 welding work stations. The college will separately procure and install all the welding equipment. The lab will continuously travel throughout the tri-county region (Highlands, DeSoto and Hardee Counties), as needed and can be stand alone with a diesel generator or with shore power connectivity for extended durations.

Additional information on the welding program can be found at: <https://www.southflorida.edu/news/south-florida-state-college-awarded-500000-create-mobile-welding-lab>

The Bid Response Form and related correspondence shall be signed, sealed, addressed, and delivered to South Florida State College, 600 West College Drive, Purchasing Office-Building C-2, Room C204, Avon Park, FL. 33825 by or before 2:00 p.m. on Monday, November 19, 2018. Submit One (1) original (signed in blue ink) and six (6) copies, and an electronic version (via flash drive or CD) of your proposal. The outside of the envelope should be clearly marked RFP 18-02 – Mobile Welding Trailer and the Proposers' name. Bids submitted by Vendors will be opened and recorded at 2:01 p.m. in Building C-2, Room C204. The RFP opening is open to the public. Bids arriving after 2:00 p.m. will not be accepted and will be returned, un-opened. The College will establish an evaluation committee to evaluate all formal responses to the RFP.

The College reserves the right to accept or to reject any or all bids, to waive any irregularities or informalities in any response or in the proceedings, and to accept or reject any item or combination of items. The award will be to the Proposer whose bid complies with all the requirements set forth in this RFP and whose response, in the opinion of the College, is the most advantageous to the College, taking into consideration all aspects of the Proposer's response, including the total net cost to the College, as well as all of the criteria set forth in this RFP.

Proposals must clearly and specifically detail all deviations to the exact requirements imposed upon the Proposer through this RFP. Such deviations must be listed on the attached Response Form; otherwise, the proposal package must be considered as being made in strict compliance with RFP 18-02 instructions and specifications.

The Bid package, in PDF file, may be downloaded from the Purchasing website at:
<http://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>.

Direct all inquiries regarding this proposal to Deb J. Olson, Coordinator of Purchasing at 863-784-7275 or by e-mail:
olsond@southflorida.edu

SECTION TWO

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

A. Definitions

SFSC:

The District Board of Trustees of South Florida State College, Florida; the 'College'

RFP:

Request for Proposal; a formal request soliciting proposals

PROPOSER/RESPONDENT:

An individual, firm, partnership, corporation, association or other legal entity permitted by law to provide a Mobile Welding Trailer for educational entities and who submits a response to the RFP

RESPONSE/PROPOSAL/SUBMITTAL:

Qualifications and other information submitted in response to an RFP

EVALUATION TEAM:

Comprised of college staff; established to review and score the submittals in accordance with the criteria and make recommendation for award; a representative from Procurement Services, or a designee, serves as the nonvoting chairperson

CONTRACTOR/VENDOR:

A company or person which is awarded the RFP/agreement

B. Point of Contact

The College's point of contact for all matters relating to this RFP is Deb J. Olson, Coordinator of Purchasing. If there are any questions concerning the RFP, direct in writing, to Deb J. Olson VIA email olsond@southflorida.edu. **Neither questions nor answers will be provided via phone or in person.** The last day to submit questions will be the end of business (4:30 p.m. EST) on Monday, November 14, 2018. Questions received after 11/14/18 will not be answered.

Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the College posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the College concerning any aspect of this solicitation, except in writing to the Coordinator of Purchasing or as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

C. Interpretation of Documents/Written Addenda

No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College's point of contact (Section Two, Letter B). Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

A written addendum may be issued by the Purchasing Office prior to the RFP submittal date, supplementing, modifying or interpreting any portion of this RFP and same will be posted on the College's website:

<http://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>. No verbal or written information from other sources are authorized as representing the College.

In case the College finds it expedient to supplement, modify or interpret any portion of the RFP document prior to the submittal date, such procedure will be accomplished by the issuance of written addenda to the RFP and posted at the following website: <http://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids>

It is the sole responsibility of all prospective respondents to visit the website, prior to submitting their response, <http://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids> to view the solicitation and download any or all issued addenda.

D. Delays

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's website: <http://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids> it is the sole responsibility of interested proposers to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential proposer and not the responsibility of the College.

E. Proposal Withdrawn

Respondents may withdraw their proposals by notifying SFSC, the Purchasing Office, in writing at any time prior to the time set for the submittal deadline. Respondents may withdraw their proposals in person or through an authorized representative. Once opened, proposals become the property of SFSC and will not be returned to the respondents.

F. Additional Information

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

G. Award/Contract

The College intends to select the most responsible and responsive proposer(s) that can demonstrate in their written response with qualitative information based on the criteria contained herein. The proposer understands that this RFP does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until all related documents are reviewed and accepted by appointed staff, approved by the appropriate level of authority within SFSC and executed by the parties. The College reserves the right to select a proposal(s) which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College.

Following approval of the intended award(s) by the District Board of Trustees, if applicable, an agreement will be executed between the College and selected vendor(s). Should the College be unable to enter into a satisfactory agreement with the selected vendor(s), negotiations must be formally terminated and the College can undertake negotiations with the next ranked proposer(s), and so on, until a satisfactory agreement(s) is executed that is fair, competitive and reasonable or until the College otherwise terminates the selection process.

All provisions of this Request for Proposal and the successful respondent's submittal provide the specifications for, and obligation of, both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement in hierarchal order:

- Resulting Agreement for Mobile Welding Trailer (RFP #18-02 Attachment B)
- South Florida State College RFP #18-02
- All addenda issued pursuant to the RFP #18-02 (if applicable) and
- To the extent consistent with RFP #18-02 (but only to that extent), the Proposer's formal response to the RFP #18-02

The District Board of Trustees of South Florida State College, Florida intends to establish one (1) agreement for a Mobile Welding Trailer. The College reserves the right, at its discretion, to select one firm or no firms. The College reserves the right to add, delete or modify services during the agreement period under the same terms and conditions of the resulting agreement.

H. Termination

If the awarded contract(s) is terminated or cancelled within the first year of the contract period, SFSC may elect to award the contract to the next ranked proposer, issue a new RFP or to cancel the project whichever is determined to be in the best interest of SFSC.

The College may, by written notice to the vendor, terminate the agreement for default in whole or in part if the vendor fails to:

1. Provide products or services that comply with the specifications herein or final negotiated specifications or fails to meet the College's performance standards
2. Deliver the supplies or to perform the services within the time specified in the agreement or any extension of same
3. Make progress so as to endanger performance of the agreement or
4. Perform any of the other provisions of the agreement

Prior to termination for default, the College will provide written notice to the vendor affording the vendor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to cure the deficiency shall result in termination action. The vendor and its sureties (if any) shall be liable for any damage to the College resulting from the vendor's default of the agreement. This liability includes any increased costs incurred by the College in completing contract performance.

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

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

If the vendor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the vendor, the contract shall not be terminated for default. Examples of such causes include acts of God or the public enemy, acts of a government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather.

The contract may be terminated by College for convenience upon ninety (90) days written notice to the other party.

I. Proposal Preparation Costs

Neither SFSC nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their submittals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

J. Accuracy of Proposal Information

Any proposer which submits in its proposal to SFSC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

K. News Releases

The proposer shall obtain the prior approval of SFSC for any news releases or other publicity pertaining to this RFP or other service, study or project to which it relates.

L. Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP response forms, proposer attests that they have not been placed on the "Convicted Vendor List". Any person submitting proposals in response to this Request for Proposal must execute and submit Form PUR7068, SWORN STATEMENT UNDER SECTION 287.133(3) (A), Florida Statutes. The form can be found at the following website: <http://www.southflorida.edu/community/doing-business-with-sfsc>.

M. Public Records

Upon award recommendation or until thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers 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. Proposers will be responsible for all costs, including attorneys' fees, associated with defending such asserted exemptions from disclosure.

The vendor agrees to comply with Florida Public Record Law and specifically to comply with the requirements of Section 119.0701(2), Florida Statutes. The resulting agreement may be unilaterally terminated by the College in the event the vendor fails to permit public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by vendor in conjunction with the resulting agreement after being given 10 days written notice of noncompliance.

The resulting contract shall contain the following language:

- 1) Vendor, while acting on behalf of the College, shall keep and maintain public records required by the College to perform the service
- 2) Upon request from the College's custodian of public records, vendor shall provide the College with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Chapter 119, Florida Statutes or as otherwise provided by law
- 3) In the event of a public records request pertaining to records in vendor's possession or control:
 - a) The vendor shall promptly provide the College copies of all records created or maintained in the course of performance under this contract or all such records to be inspected and copied within a reasonable amount of time
 - b) If the vendor fails to supply such records or make the records available within a reasonable amount of time then the College may apply to a state court of competent jurisdiction for an order compelling the production of such records. In the event the College seeks mandatory injunctive relief, vendor waives the requirement that the College must first prove: (a) its lack of an adequate remedy at law (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest
- 4) Upon the completion of the contract, the vendor shall:
 - a) Transfer, at no cost, to the College all public records in possession of the vendor and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or
 - b) Keep and maintain public records required by the College to perform the service and shall meet all applicable requirements for retaining public records
- 5) All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- 6) Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the College
- 7) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (863) 784-7122, leem@southflorida.edu, SOUTH FLORIDA STATE COLLEGE, 600 W. College Dr., Avon Park, FL 33825

N. Acceptance/Rejection

SFSC 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 project in its entirety. SFSC reserves the right to make the award to that proposer(s) who, in the opinion of SFSC, will be in the best interest of and/or the most advantageous to SFSC. SFSC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in SFSC's opinion, is not in a position to perform properly under this award. SFSC reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

O. Conflict of Interest

All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of South Florida State College. Further, all respondents must disclose the name of any college employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches. Should the awarded proposer permanently or temporarily hire any college employee who is, or has been, directly involved with the proposer prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the College. The Conflict of Interest Disclosure Form shall be completed and submitted as part of the proposal response. The Conflict of Interest Disclosure Form can be found at the following website address: <http://www.southflorida.edu/community/doing-business-with-sfsc>.

P. Relationship of Parties

The vendor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the vendor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from College to vendor or the employees, agents or public servants of the vendor. Vendor will be solely and entirely responsible for vendor's acts and for the acts of vendor's agents, employees and public servants during the performance of the agreement.

Q. Personnel

Vendor, for the life of contract and any subsequent renewals, shall comply with any South Florida State College operating procedure requiring college operators, vendors, contractors and associates on any South Florida State College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by South Florida State College. Vendor shall, when so requested by South Florida State College, pursuant to a Florida Statute 1012.467 request, comply by filing with the Department of Law Enforcement a complete set of fingerprints and by providing any other documentation deemed necessary to comply with such state and federal criminal history check, of any vendor employees or agents working under this contract. Fingerprints shall be taken by an authorized law enforcement agency or other entity as permitted under Florida Statute 1012.467. To the extent South Florida State College requests fingerprint identification for a background or criminal check for purposes other than compliance with Florida Statute 1012.467, vendor shall comply with such other request by submitting the requested documentation to the Department of Public Safety within twenty-four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on Florida Statute 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against vendor such as requiring that the noncompliant employee not work on the campus, up to and including, the cancellation of contract for non-compliance. Vendor shall be responsible for all costs associated with either a request for a fingerprint-based state and federal criminal history check under Florida Statute 1012.467 or other request for fingerprint-based background or criminal check.

R. Familiarity with Laws

All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for

Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), OSHA regulations, and all Civil Rights legislation.

S. Equal Opportunity Statement

South Florida State College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran's status. The College is an equal access/equal opportunity institution. Questions pertaining to educational equity, equal access, or equal opportunity should be addressed to Title IX Coordinator, 600 W. College Dr., Avon Park, Florida 33825, titleIXcoordinator@southflorida.edu, 863-784-7127 or to the Assistant Secretary for Civil Rights, United States Department of Education. The vendor shall have similar policies for employees assigned to the College.

T. Drug/Alcohol Free Workplace

South Florida State College believes in a drug free workplace and is committed through in-house policies to this objective. The vendor shall have similar policies for employees assigned to the College. The proposer shall complete and submit the "Drug Free Workplace Form". The form can be found at the following website: <http://www.southflorida.edu/community/doing-business-with-sfsc>.

U. Tobacco Free Organization

South Florida State College is dedicated to providing a safe and healthy environment for students, faculty, staff and visitors to the College, which includes eliminating tobacco use as part of the commitment to promoting healthy practices and choices for individuals. Tobacco use is prohibited on all property and in all facilities owned, leased or operated by South Florida State College, including all vehicles owned or rented by the College. There are no designated smoking areas on such College property. Tobacco use includes all types of tobacco and tobacco-like products including smokeless tobacco and any other smoking or smoking simulation products including electronic cigarettes.

V. E-Verify

Vendor, for the life of contract and any subsequent renewals, shall cooperate and comply with all legal requirements requiring college operators, vendors, contractors and associates on any South Florida State College campus to submit to a verification of employment eligibility through the U.S. Department of Homeland Security's E-Verify system as set forth under the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status. The verification of employment eligibility will include all persons employed during the agreement term by the vendor to perform duties within Florida and all persons (including subcontractors) assigned by the vendor to perform work pursuant to the agreement with the College. Upon request by the College, evidence of compliance shall be provided to College. The proposer shall complete and submit the 'Employment Eligibility Verification Form' as noted in Section Four of this RFP, Evaluation Criteria.

W. Taxes/Licenses/Permits

Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the resulting agreement. In addition, the vendor shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

X. Patents and Copyrights

Vendor agrees to indemnify and save harmless the College, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

Y. College Liability

South Florida State College will be liable only for property damage and/or bodily injury pursuant to resulting 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, limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with Florida Statute 768.28.

Z. Vendor Liability

Minimum Insurance Coverage and Requirements:

Prior to the commencement of work, the vendor must obtain and maintain the minimum insurance coverage set forth below. Dollar amounts may change in accordance with the Project. By requiring such minimum insurance, South Florida State College shall not be deemed or construed to have assessed the risk that may be applicable to the vendor. The vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The vendor 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.

I. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent. Coverage to include:
 - Premises and Operations
 - Personal/Advertising Injury
 - Products/Completed Operations
 - Broad Form Property Damage
 - Independent Contractors
2. Automobile Liability including all:
 - Any Auto (owned, non-owned, hired)
 - Personal Injury Protection (when applicable)
3. Workers' Compensation
 - Statutory Limits as per Florida Statute 440 including Employer's Liability
4. Excess/Umbrella Liability (as needed)
 - Excess of Commercial General Liability, Automobile Liability and Employer's Liability;
 - Coverage should be as broad as primary
5. 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) Cancellation Clause shall provide written notice prior to cancellation to College
- e) 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
- f) 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

II. Limits:

1. 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.

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
Property Damage	\$100,000
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
Pollution Liability	
Per Claim	\$1,000,000
Annual Policy Aggregate	\$1,000,000

2. Additional Requirements:

- a) Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, South Florida State College
- b) Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from South Florida State College
- c) Include a Separation of Insured Clause (Cross Liability) for all liability policies

- d) The College prefers advance written notice prior to policy non-renewal, cancellation or material change or alteration
- e) Provide uninterrupted Professional Liability for three (3) years after contract end date

AA. Audit

All of the vendor's correspondence, records, vouchers and books of account, insofar as work done or money expended under the contract is concerned, will be subject to inspection by the College internal auditing and/or legislative auditors. The audit inspection may occur at any time during the term of the contract and for a period of two (2) years after the completion of the contract.

BB. Protest

A copy of this Intent to Recommend Award(s) as well as the Bid Tabulation sheet is posted on the South Florida State College Purchasing web site: <http://www.southflorida.edu/community/doing-business-with-sfsc/purchasing>

A copy of this Notice of Intent to Recommend Award(s) is also posted on a Bid Bulletin Board, Business Office Building C-1, and will remain posted for a period of 72 hours. Any person who is adversely affected by this decision or intended decision shall file with the College a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. Failure to file a protest within the time prescribed in Section 120.57 (3), or failure to post the bond or other required security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any protest to this decision or intended decision must be delivered prior to the Protest Period End Date/Time specified in this Notice. Protest must be delivered to:

Deb J. Olson,
Coordinator of Purchasing
South Florida State College, Building C2
600 W. College Drive
Avon Park FL 33825-9356

CC. Disputes

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

DD. Miscellaneous

The vendor shall not use the name of the College, or any of the College's symbols or marks, in any way unless approved in writing by the College. The vendor shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the State of Florida.

The College has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Florida Statutes Section 1010.04.

EE. Indemnification

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

FF. Proprietary Material

All rights to proprietary material must be transferable to the College in the event the vendor goes out of business.

GG. Ownership of Work Products

The College will be considered the Owner of all work products produced under the contract that results from this RFP.

HH. Errors and Omissions

The proposer is expected to comply with the true intent of this RFP, taken as a whole, and shall not avail itself of any errors or omissions to the detriment of the service. If proposer suspects any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The proposer is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFP.

II. Firm's Responsibility

It is understood, and the proposer hereby agrees, that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFP.

JJ. Qualification Rejection

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

KK. Performance Inquiry

As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. The College reserves the right to reject any proposal if the proposer fails to satisfy the College with proper qualifications to carry out the obligations of a resulting agreement.

LL. Severability

If any provisions of the agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of the resulting agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

MM. Prohibition Against Assignment

Neither the College nor the vendor shall assign, sublet, convey or transfer its interest in a resulting contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the vendor.

NN. Availability of Funds

The obligations of South Florida State College 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, South Florida State College, Florida.

SECTION THREE SPECIFICATIONS

A. Purpose

The purpose of this RFP 18-02 is to request proposals to provide a Mobile Welding Trailer that will be used as a live welding training lab to provide students real world training. The lab will be housed in a large trailer with live-welding units to train all welding processes (stick, MIG, and TIG) with 8 welding work stations. The college will separately procure and install all the welding equipment. The lab will continuously travel throughout the tri-county region (Highlands, DeSoto and Hardee Counties), as needed and can be stand alone with a diesel generator or with shore power connectivity for extended durations.

Additional information on the welding program can be found at: <https://www.southflorida.edu/news/south-florida-state-college-awarded-500000-create-mobile-welding-lab>

The successful proposer shall perform its services in accordance with the highest standards and practices and operate within the guidelines of the following, but not limited to, State Requirements for Educational Facilities 2014 (SREF), State of Florida Statutes, OSHA and Department of Transportation regulations.

B. Scope of Work

Trailer must meet or exceed the following:

Overview

- Semi-style trailer (new or refurbished) to be pulled by tractor not a gooseneck type
- Eight (8) welding booths capable of all standard welding processes (MIG,TIG and Stick) - **College will purchase separately and install welding equipment - 8 ea. Miller XMT350 Welding machines and 8 ea. Miller 22A Wire Feeders.**
- Ability to run standalone via generator as well as the ability to connect to shore power
- A/C system capable of cooling entire trailer during welding operations
- E-Track system for securing equipment during over the road operation

Trailer

- 53 ' Length , Height:9', Width: 8'4" with appropriate exterior lights and safety equipment required by the Department of Transportation
- Multi-axle lowboy with appropriate weight rating, tires, and brakes with air ride
- Spare Tire w\rim
- Lockable rear loading\ramp door with PVC strips 8" X .080" with 50% overlap from ceiling to floor to help keep the cool air in when rear door is open
- One (1) Side door lockable with flip-down step. See Attachment J
- Eighteen (18) inch basement with assorted side opening lockable storage boxes built in as to be covered by the graphics package. Basement to have at least one (1) pass-through type storage box. See Attachment J
- Automatic Leveling jack system to maintain level operation and to suspend trailer off the ground for long term storage

HVAC and Ventilation

- Air conditioning system and necessary ducting of sufficient size to cool the interior of the trailer during welding operations with fifteen (15) adults in the trailer to 72 degrees. Preferably a Mini-Split style system without duct work.
- Independent variable speed fan in each welding booth to ventilate fumes to the outside and be able to be switched on and off independently. See Attachment K
- Four (4) ventilation fans in roof of trailer. See Attachment J
- One (1) ventilation fan centered over front section that houses the electrical and air compressor. Adequate air inlet to prevent a vacuum effect when the door is closed. See Attachment G

Electrical

- 12V Electrical system with switch controlled LED lights to illuminate the interior when land-based or generator power is not available(while not welding)
- 480V 3-phase electrical system stepped down to proper voltages to power live welding equipment, interior lighting, ventilation fans, hand grinders, etc.
 - Overhead LED lighting, in a protected enclosure, with switch control at each exit
 - Adjustable colored LED strip light capable of displaying school colors(orange and blue) for accenting affect
 - All electrical receptacles should be located at sufficient height to avoid damage due to weld spatter during welding operations
 - Additional interior and exterior heavy duty (GFCI) receptacles, both 120V and 240V per drawing
 - Emergency exit signs with egress lighting and battery backup
 - Appropriate transformers, breaker boxes, and controls to accommodate land-based power
 - Transformer – 480V-240V, 3 phase
 - Transformer – 480V-120/240V, 1 phase
 - Breaker Box – 480V, 3 phase, 200A that includes space for 30 circuits
 - Breaker Box – 120/240V, 1 phase, 100A that includes space for 20 circuits
 - External power inlet with 50' 480V shore power cable
- 100kw diesel generator with minimum 50 gallon diesel tank(please include “cost per hour “run costs under full power including all 8 Miller XMT 350 welders welding simultaneously and A/C running as well)

Structure

- Eight (8) Welding Booths (**College will purchase separately and install welding equipment - 8 ea. Miller XMT350 Welding machines and 8 ea. Miller 22A Wire Feeders**)
 - Welding booth size will be four (4) feet wide and four (4 ½') feet deep. See Attachment J
 - Welding booth walls will start two(2) feet off the floor and go up to four(4) inches from the ceiling
 - Must have separate shelf for welding machine and wire feeder in each booth on overhead platform. Sized to hold a Miller XMT 350 on the left and a Miller 22A wire feeder on the right. With exhaust fan in between. See Attachment K
 - One(1) dual 115v nominal receptacle per booth
 - One(1) exhaust fan with switch per booth
 - One argon outlet per booth with shut off valve up stream
 - One argon\Co2 outlet per booth with shut off valve up stream
 - One air tool outlet per booth

- Orange PVC weld curtain strips 8"x.080" with 50% overlap 84" in length UV protection compliant per booth
- Welding booths must be fixed in place and painted a matte Pantone blue #295-C
- One (1) weld test stand per booth will be shipped to you with positioning instructions at that time
- Dual Interior manifold system for shielding/welding gases MIG and TIG with adequate pressure and flow rate to support all welding booth simultaneously
- One (1) five (5)HP Dual-stage air compressor, 80 gallon vertical tank with filter, dryer, and regulator; interior and exterior connectors with drain for the tank to the outside
- E-Track cargo management system to ensure that any and all equipment not permanently secured in place can be safely stowed for over the road travel (preferably to secure equipment to the wall not the floor)
- Three (3) wall-mounted fire extinguishers
- Fully automatic awning with remote to extend off passenger side (20' Min. Length, 8' Min. Depth)
See Attachment J
- One (1) lockable Storage Cabinet 36"W x 24"D x 84"H with interior drawers and shelving see Attachment I (College will purchase this and ship directly to you)
- Rear section from back side of the eighth welding booth to rear door configured. See Attachment I
- Gas manifold system description. See Attachment L

Other

- Exterior full color graphics package (back loading door, front, both sides)
- Appropriate interior wall and ceiling covering with insulation
- Appropriate non-slip floor covering
- Welding mats for each booth
- Rear entry will be used for loading and unloading equipment and plasma cutting and should be configured with those abilities
- Vendor must provide a detailed timeline of the installation, set-up and delivery to the college at 600 W. College Dr., Avon Park, FL 33825
- The vendor should describe the specification to be provided as well as any improvements/changes/exceptions proposed with justification beyond the minimum specifications outlined below

NOTE TO ALL BIDDERS: The welding trailer is designed to travel over-the-road; thus, any items the successful bidder fabricates must be capable of withstanding the trailer's intended use. Also, all fabricated hold-downs, brackets, fixtures, shelves, etc. must be primed and painted. Bidders are responsible for all items they design. All bids must include design drawings with sufficient detail for the College to adequately evaluate bidder's design/proposal. Awarded bidder must agree to provide predetermined production timeline and production milestone list.

Alternate

An Alternate is included on bid sheet (Attachment B) for a price deduction for excluding 100kw Generator and Gas Manifold system along with associated equipment for both.

SECTION FOUR

SUBMITTAL INSTRUCTIONS, DATES AND SELECTION PROCESS

A. Instructions for Submittal of Responses

If there are any questions concerning the RFP, direct in writing, to the Purchasing Coordinator, Deb J. Olson, of South Florida State College VIA email olsond@southflorida.edu. Neither questions nor answers will be provided verbally.

The response shall be submitted in a sealed envelope/box with "RFP #18-02 Mobile Welding Trailer" clearly indicated on the outside of the envelope/box.

Submit to: **South Florida State College**
ATTN: Deb J. Olson
Purchasing Office, Bldg. C-2
600 W. College Dr.
Sebring, Florida 33825
(Phone) 863-784-7275

One (1) original and six (6) copies of the response must be furnished on or before the stipulated deadline. **Include one (1) electronic copy on either a flash drive or CD/DVD.** It is the responsibility of the proposer to guarantee the electronic copy is 100% identical to the one (1) 'original' submitted proposal. In the event of a discrepancy, the one (1) original proposal will prevail. The electronic copy should be in PDF format. **Response must arrive at the address listed above no later than 2:00 P.M. Eastern Standard Time on Monday, November 19, 2018 to be considered. Responses received after 2:00 P.M. EST on 11/19/18 will NOT be considered.** In addition, responses received via Facsimile or Email will NOT be considered. If not responding to the RFP, please submit Attachment B - a "No Bid" form to Purchasing Coordinator.

Proposers that do not comply with the college's procedures or deadlines established will not be considered. All submittal information received will be retained by the College. Proposals received after the stipulated date and time will not be accepted and will be returned unopened to the proposer. Proposals that do not comply with the instructions set forth, and/or do not include the qualifying information required, may be considered incomplete and may be rejected.

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

The College shall in no way be responsible for delays caused by any occurrence. The time/date stamp clock located in Room C204, Purchasing Office, Bldg. C-2, at 600 W. College Dr., Avon Park, FL 33825 shall serve as the official authority to determine receipt of any proposal. The RFP submittal time/date must be, and shall be, scrupulously observed. Proposals received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration.

Proposals will be evaluated by an evaluation team in accordance with procedures of Chapters 287.057 and 287.058, Florida Statutes. The College reserves the right to reject any or all proposals when it feels it is in the best interest of the College.

All information submitted by proposers is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event a proposer is found to have committed perjury, such proposer shall be ineligible for consideration for future projects.

B. Request for Proposal Pertinent Dates

Legal Ad to be advertised: Monday, October 22, 2018

Last Day for Questions: Prior to 4:30 P.M. Eastern Standard Time
Wednesday, November 14, 2018

RFP Submittal: Monday, November 19, 2018
2:00 P.M. Eastern Standard Time
South Florida State College ATTN: Deb J. Olson
Purchasing Department, Building C, Room C204
600 W. College Dr.
Avon Park, Florida 33825

Recommendation for intended award to be posted on website <http://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids> on or about Day, November 26, 2018

District Board of Trustees Meeting: December 5, 2018

C. Screening Selection Process/Evaluation Criteria

Award of contract does not obligate the College to order or accept more than College's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the Proposer who provides goods or services at the best value for the College. In determining best value for the College, we can consider:

- The purchase price (total cost)
- Time to complete the project
- The references of the Proposer for previously completed projects
- All relevant criteria specifically listed in the RFP

D. Award of Contract/Evaluation Procedures

1. Award of contract, if made, will be made to the responsible Proposer whose proposal, conforming to this Request for Proposal, is most advantageous to South Florida State College. The College reserves the right to reject any and all RFPs and to waive any minor discrepancy (immaterial discrepancy) in the RFPs received.
2. The College will establish an evaluation committee to evaluate all formal responses to this RFP. The evaluation committee will review all timely received proposals and assign relative evaluation points to each proposal, per the Evaluation Criteria.
3. The top three proposals scoring the overall highest scores in evaluation of their written proposals may be invited to the College for a one hour oral presentation/interview. The College shall not be responsible for the cost of

proposer's travel expenses or other costs which may result from this process. The proposer with the overall highest evaluation will be recommended for this contract.

4. Each proposer shall provide a list of all Mobile Welding Trailers in which they have been contracted during the last five years. Indicate the Trailers facility Owner's name, location, contact person, phone number, and year built for each facility.

The College reserves the right to select proposals which, in the opinion and discretion of the College, will be in the best interest of the College and/or the most advantageous to the College. Following approval of the intended award by the District Board of Trustees, if applicable, an agreement will be executed between the College and selected vendor. Should the College be unable to negotiate a satisfactory agreement with the top ranked proposer, negotiations must be formally terminated and the College can undertake negotiations with the second ranked firm, and so on, until a satisfactory agreement is negotiated that is fair, competitive and reasonable or until the College otherwise terminates the selection process.

Required Documents

1. **SUBMIT** a properly executed "Conflict of Interest Disclosure Form". The form can be found at the following website: <http://www.southflorida.edu/community/doing-business-with-sfsc>
2. **SUBMIT** a properly executed "Drug Free Workplace Form". The form can be found at the following website: <http://www.southflorida.edu/community/doing-business-with-sfsc>
3. **SUBMIT** a properly executed "IRS Form W-9, Request for Taxpayer Identification Number and Certification". IRS Form W-9 can be found at the following website: <http://www.southflorida.edu/community/doing-business-with-sfsc>
4. **SUBMIT** a properly executed "PUR7068 Form". Form "PUR7068" can be found at the following website: <http://www.southflorida.edu/community/doing-business-with-sfsc>
5. **COMPLETE AND SUBMIT** Attachment A General Background Information/Authorized Signatory
6. **COMPLETE AND SUBMIT** Attachment B Price Quote Template
7. **COMPLETE AND SUBMIT** Attachment C Litigation
8. **COMPLETE AND SUBMIT** Attachment D Addenda Acknowledgment, IF APPLICABLE
9. **COMPLETE AND SUBMIT** Attachment E Employment Eligibility Verification Form.

<END OF RFP 18-02>