

Submit Bid to:

FLORIDA A&M UNIVERSITY
Office of Procurement Service
<https://famu.bonfirehub.com/portal/?tab=openOpportunities>
Tallahassee, Florida 32307-3200
Telephone Number: (850) 599-3203



REQUEST FOR PROPOSAL

Bidder Acknowledgement

Page of Pages 1 of 23	BID WILL BE OPENED: November 10, 2020 @ 2.00 P.M.	RFP. 0004-2021
Posting Date: October 23, 2020	BID TITLE: FAMU Facility Management and Maintenance College of Law Orlando, FL	

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE: TELEPHONE NUMBER:

 TOLL-FREE NUMBER:

REASON FOR NO BID

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties on Bonfire Website at <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation 6.005 (9) (k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the proposer.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted via the Bonfire Website. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID: All Bids must contain this Acknowledgement Form** with an original manual signature of authorized representative in the space provided above. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.
- NO BID SUBMITTED:** If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO BID", and it must be received no later than the stated proposal opening date and hour.
- BID OPENING:** Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the bidder's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the bid receipt and other generic administrative information may be announced and recorded on the bid opening date. The contents of the bids will be kept confidential for 30 calendar days, or date of award, whichever is sooner. NOTE: Bid tabulations will be posted on the University's website or furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid tabulations will not be provided by telephone.
- PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.
a) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- TAXES:** FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter

- MISTAKES:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.
- ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**
- PAYMENTS:** In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to make payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University's ombudsman may be contacted at (850) 599-2978.
 - Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.
 - The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.
 - The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University'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 University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- a) Contractor's name being removed from the Purchasing vendor mailing list.
- b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all procurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this bid, the bidder shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00p.m. to 4 p.m., excluding State of Florida and University's holidays, unless otherwise specified.

d) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. BID PREPARATION: All costs associated with responding to this ITB are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation/ termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and wellbeing of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY's Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

REQUEST FOR PROPOSAL

(FAMU Facility Management and Maintenance for College of Law Orlando, FL)

RFP.: #0004-2021

Refer **ALL** Inquiries to:

**Office of Procurement Services
Florida A & M University
2380 Wahnish Way, Room 214
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2160 (Fax)**

E-mail:

Nikita.Wiggins@famuedu

Bonfire Website:

<https://famuedu.bonfirehub.com/portal/?tab=openOpportunities>

TABLE OF CONTENTS

<u>Contents</u>	<u>Sections</u>
SPECIAL CONDITIONS.....	1.0
Calendar of Events and Purpose of Invitation.....	1.1
Request for Proposal/Bidder Acknowledgement Form.....	1.2
University Purchasing Staff	1.3
Notices to Vendors/Contractors	1.4
State Licensing Requirements	1.5
Award	1.6
Term of Contract	1.7
Purchase Order/Contract	1.8
Approval	1.9
Posting of Solicitation Documents/Bid Tabulation	1.10
Notice of Protest Bonding Requirements	1.11
Payment Terms	1.12
Cancellation	1.13
Right to Terminate	1.14
Termination for Convenience	1.15
Availability of Funds	1.16
Prices	1.17
Contractor's Insurance.....	1.18
Public Entity Crimes.....	1.19
Identical Tie Bids	1.20
Equal Opportunity Statement	1.21
Accommodations for Disabilities	1.22
Force Majeure	1.23
Amendment	1.24
Interpretation	1.25
BID Bond	1.26
Performance and Payment Bond	1.27
Conflict of Interest	1.28

Price Preference for Florida Vendors 1.29
Submittal 1.30

TECHNICAL SPECIFICATIONS..... 2.0

ATTACHMENT A – Required Proposal Format

ATTACHMENT B – Price Sheet

APPENDIX – FORMS 3.0

Amendments Issued by the University..... 3.1
Non-Collusion Affidavit 3.2
Statement of No Involvement 3.3
Notice of Conflict of Interest 3.4
Florida Department of State Certificate of Status 3.5

1.0 SPECIAL CONDITIONS

1.1 CALENDAR OF EVENTS AND PURPOSE OF INVITATION

REQUEST FOR PROPOSAL NO: 0004-2021

PROPOSAL TITLE: FAMU Facility Management and Maintenance for College of Law Orlando, FL

OPENING DATE AND TIME: November 10, 2020 @ 2:00 P.M.

PURPOSE: FAMU Facility Management and Maintenance

The successful Contractor will provide the services consistent with all local, state and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in performing all services required under this agreement in a manner consistent with generally accepted procedures for approved charter companies.

Date/Time	Action
10/23/2020	Request for Proposal - Advertised
10/23/2020	Request for Proposal - Released
10/28/2020	Mandatory Pre-Proposal Meeting 10:00 AM Location College of Law, 201 Beggs Avenue, Orlando, FL 32801, for Site Visit Contact: Kendall Jones, Executive Director of Physical Plant at (850) 599-8042.
10/28/2020	Mandatory Site Visit and Surveys at 11:00AM Location College of Law, 201 Beggs Avenue, Orlando, FL 32801
11/2/2020	Deadline for submitting questions and/or inquiries in writing only; preferably by email to (Nikita.Wiggins@famu.edu)
11/5/2020	Responses to inquiries and Addenda, if any, will be posted on Bonfire website: https://famubonfirehub.com/portal/?tab=openOpportunities
11/10/2020	Deadline for Proposal Submission at 2:00 P.M. (RFP opening) Office of Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, Florida 32307 via Zoom Video Conferencing NOTE: All Bid Responses must be submitted via the Bonfire website: https://famubonfirehub.com/portal/?tab=openOpportunities
11/16/2020	Posting of the Intent to Award (or other Notice(s) as Appropriate)
11/19/2020	End of 72-hour Protest Period
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

1.2 REQUEST FOR PROPOSAL/PROPOSAL ACKNOWLEDGEMENT FORM

All bids, Request for Proposal/Bidder Acknowledgement forms must be submitted to the Florida A&M University, via the Bonfire website, in order to be considered for this award. The form must be properly completed, executed, and returned with the bid by the bidder including all submittals, documentation, brochures or pertinent requirements. For the purpose of this solicitation, the terms

vendor, bidder and contractor have the same meaning. The paragraphs in this Section are numbered for the convenience of the University.

1.3 UNIVERSITY PURCHASING STAFF

The Office of Procurement Services employee named in this paragraph will be responsible for this bid/proposal solicitation including amendments and necessary coordination with University departments and vendors/contractors. Please contact in writing the Procurement staff mentioned below:

(Nikita Wiggins), (850)599-3203, E-mail: (Nikita.Wiggins@famuedu.edu)

1.4 NOTICES TO VENDORS/CONTRACTORS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the purchase order/contract.

1.5 STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a response to this solicitation, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the bid. The successful bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this solicitation, if any. Partnerships seeking to do business with the State shall, at the time of submitting such a bid, have complied with the applicable provisions of Chapter 620, Florida Statutes.

A Certificate of Status shall be required indicating that the bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the bidder shall contact the Florida Secretary of State's Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

1.6 AWARD

As the best interest of the Florida A&M University (FAMU) may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive bidder, evaluation of other bids are not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

1.7 TERM OF CONTRACT

The contract resulting from this RFP, if any, will be for a three (3) year and five (5) months period beginning approximately February 1, 2021, with FAMU, and the selected service provider and the University having the option to renew for an additional two (2) **one (1) year periods pending mutual consent.**

1.8 PURCHASE ORDER/CONTRACT

The University will issue a purchase order/contract to the successful bidder incorporating by reference all the terms and conditions of this bid solicitation including bid prices. The actual award of this bid is manifested by the issuance of the purchase order/contract to the successful bidder. The successful bidder is not to assume receipt of an award until the purchase order/contract is issued/executed in writing.

1.9 APPROVAL

A purchase order/contract will be issued as a result of this bid with the understanding that all items delivered must meet the approval of the University official mentioned below. Materials not acceptable will be returned for credit. All approvals are made with the understanding that commodities and materials are in conformance with all aspects of the bid specifications. Approving Official: Pamela Lightbourne, Interim Director of Office of Procurement Services.

1.10 POSTING OF BID DOCUMENT/BID TABULATION

- a. Any protest concerning specifications to a solicitation shall be made in accordance with section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted, in writing, to:

Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, Florida 32307

- b. Bid tabulations with recommended awards will be posted for review by interested parties on the Bonfire Website: <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and on the FAMU Website: <http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting> and will remain posted for a period of seventy-two (72) hours (three (3) business days). Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address listed above in item a.

All bids accepted by the University are subject to the University's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Offers from the bidders listed herein are the only offers received timely as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

- c. **PROTEST.** Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.
- d. The University reserves the right to reject any and all bids as may be required in the best interest of the University.
- e. Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits set forth in Section 120.57(3) (b), F.S.

1.11 NOTICE OF PROTEST BONDING REQUIREMENT

Any person or company/business who files an action protesting the bid document or a decision or intended decision pertaining to bids, administered by the University pursuant to Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to ten (10) percent of the total volume of the contract or \$10,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

1.12 PAYMENT TERMS

Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P. O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Florida Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain applicable interest rate, contact the University's Accounting Department at (850) 561-2978. Payment to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or by calling the University Controller Office at (850) 561-2978? Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

1.13 CANCELLATION

The purchase order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the University's performance standards.

1.14 RIGHT TO TERMINATE

In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate; but the liability of such bidder and his surety for any and all violation(s) shall not be affected by any such termination.

1.15 TERMINATION FOR CONVENIENCE

The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

1.16 AVAILABILITY OF FUNDS

The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or specifically allotted for the purposes stated herein.

1.17 PRICES

The University will not allow additional prices if they were not initially included in your bid response. Therefore, the bidder must include all costs associated with this transaction.

1.18 CONTRACTOR'S INSURANCE

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial or personal automobile liability policy of insurance protecting the University and the public against bodily injury and property damage, and professional liability (when required). The successful contractor shall also furnish worker's compensation coverage for employee job related injuries.

The contractor **SHALL NOT** commence any work in connection with this contract until the contractor has obtained all of the appropriate insurance coverage, and said coverage has been verified by the Florida A&M University Board of Trustees, protecting the Florida A&M University Board of Trustees and the public from any and all liability and property damage hazards which may result from the performance of this contract by the contractor. The Florida A&M University Board of Trustees shall be exempt from, and in no way liable for, payment of any sums of money associated with the contractor's insurance contract. The payment of such funds shall be the sole responsibility of the contractor.

All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida. Florida A&M University Board of Trustees, Florida A&M University, Florida Board of Education and the State of Florida shall be listed as additional insured for general liability and automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certification of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Office of Procurement Services thirty (30) days written notice in advance of any material alteration or cancellation.

The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

Commercial General Liability
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability
Combined Single Limit - \$1,000,000 each occurrence
Worker's Compensation and Employer's Liability
Worker's Compensation limit of liability as provided by
Florida Statutes Chapter 440.
Employer's Liability \$500,000

Professional Liability
\$1,000,000 per occurrence

Evidence of the required insurance coverage must be provided to Florida A&M University Office of Procurement Services, 2380 Wahnish Way, Suite 214, Tallahassee, FL 32307; Attention: Director of Procurement Services. Such evidence shall to be submitted/included with bid at the time of bid opening.

1.19 PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must comply with SECTION 287.133(A), FLORIDA STATUTES, and ON PUBLIC ENTITY CRIMES.

1.20 IDENTICAL TIE BIDS

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. 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.
- b. 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a). Should this be subsection
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statute or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. 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.
- f. Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section. In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid, which relates to commodities manufactured within the State of Florida or from any foreign manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid from any other bidder and any other foreign manufacturer, respectively.

- g. As the person authorized to sign this bid document and bind the company/firm/business, I certify that this firm complies fully with the above requirements, and that proof will be provided upon request. Failure to submit proof within five (5) days of request by the University will result in disqualification as a bidder.

1.21 EQUAL OPPORTUNITY STATEMENT

The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

Vendors and Contractors providing goods/services to the University are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract. Racially offensive conduct by contractors and suppliers of goods/services to the University is forbidden by Rule 6C3-10.103 FAC. Further, Rule 6C3.125 FAC, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment. For assistance, contact the University Director or Assistant Director of the Office of Procurement Services.

1.22 ACCOMMODATIONS FOR DISABILITIES

If an accommodation is needed in order to participate in this bid opening, please contact the Office of Procurement Services at (850) 599-3203 at least seven (7) days prior to the opening date.

1.23 FORCE MAJEURE

No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or time by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

1.24 AMENDMENT

A written amendment may be issued prior to the bid opening which may modify, supplement or interpret any portion of this Invitation to Bid. No verbal or written information from other sources are authorized as representing the University. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

1.25 INTERPRETATION

No interpretation of the meaning of the drawings, specifications, bidding documents, any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Each request shall be made in writing and addressed to the Procurement Staff mentioned in the Special Conditions Section 1.3.

In case the University finds it necessary to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, a written addenda will be issued to the Invitation to Bid which will be posted on the Bonfire Website. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

1.26 BID BOND

Each bid must be accompanied by a Certified or Cashier's Check or a Bid Bond equivalent to two-point five (2.5) percent of the total base bid. The base bid represents the amount to be considered for award purposes and excludes options and alternates. Alternates and options will be clearly identified in the bid document for the convenience of the bidders. All checks must be made payable to Florida A&M University. Unsuccessful bidder's checks will be returned upon evaluation and award of the bid. Failure to submit a bond or a check with the bid will result in disqualification.

The Certified Check, Cashier's Check or Bid Bond must be submitted to:

**Florida A&M University
Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
Attention: Director of Procurement Services**

1.27 PERFORMANCE AND PAYMENT BOND

The successful bidder shall furnish a surety bond as security for faithful performance of services/delivery of products under the purchase order/contract awarded as a result of this bid, and for the payment of all persons performing labor, and furnishing materials in connection therewith. Surety of such bond shall be in an amount equal to the bid. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. This performance and payment bond in the amount of the bid award must be received by the Director of Office of Procurement Services no later than (5) calendar days after notification of award. Failure to provide the bond as specified will result in disqualification and the purchase order/contract will be cancelled immediately.

1.28 CONFLICT OF INTEREST

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

1.29 PRICE PREFERENCE FOR FLORIDA VENDORS

For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose "principle place of business" is the State of Florida.

- a. A vendor's principal place of business" is determined as follows:
 1. **If the vendor is an individual or a sole proprietorship, then its "principal place of business" is in state where the vendor's primary residence is located.**
 2. If the vendor is a business organization, then its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.

- b. Personal Property: When the lowest responsible and responsive bid or bid is submitted by a bidder or bidder whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a bid, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or bidder has its principle place of business. If the lowest responsive and responsible bidder or bidder in that state does not grant a preference in competitive solicitation to companies having a principle place of business in that state, the preference granted to the lowest responsible and responsive bidder/bidder having a principle place of business in Florida shall be 5 percent.
- c. Bidders or bidders whose principle place of business is outside the state of Florida must include, with their Bid or ITB response document, a written statement, signed by an attorney at law licensed to practice in the bidder's or bidder's state (referred to as their "principle place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

1.30 SUBMITTAL

Please refer to the submittal instructions titled **Submission Instructions for Suppliers**, listed on our Bonfire website, to submit your ITB Response. Bids not submitted on the forms included with these solicitation documents shall be rejected.

- a. Invitation to Bid Acknowledgement form, completed and signed
- b. Business License
- c. Copy of required insurance
- d. Bid Bond or certified/cashier's check
- e. Three (3) references; including name of company, contact person and phone number
- f. Price Sheet
- g. Amendments Issued by the University
- h. Non-Collusion Affidavit
- i. Statement of No Involvement
- j. Notice of Conflict of Interest
- k. Florida Department of State Certificate of Status

Each Bidder is responsible for ensuring that its bid is delivered at the proper time, as stated in Section 1.1 Calendar of Events. The University shall not consider late bids. **BIDS MUST BE RECEIVED VIA THE BONFIRE WEBSITE** before 2:00 P.M. on the date specified in Section 1.1 Calendar of Events.

2.0 Scope of Work

The Florida A&M University seeks to engage a company to provide full facility management services and comprehensive maintenance for the College of Law located in Orlando, Florida. The scope of services will comprise of, but not be limited to, the following:

2.1. Building Facilities Management

Develop, implement and interpret policies and procedures necessary for the successful management and operation of the total facility management and maintenance programs for the College of Law, to include scheduling preventive maintenance programs.

Serve as a liaison between the Dean of the College of Law and the Executive Director of Physical Plant.

Coordinate and secure proposals from contractors and vendors to address maintenance issues not covered under this contract for the review and approval of the Executive Director of Physical Plant.

Coordinate all building modifications, repairs and minor projects in accordance with all applicable building and fire codes.

Initiate and track a standard comprehensive preventive maintenance program for all applicable building systems and equipment throughout the facility (i.e., mechanical, electrical, plumbing, sanitation, etc.). Ensure that scheduled services are in accordance with the operational and maintenance manuals and incorporate a master calendar for all preventive maintenance tasks.

Provide and utilize a computerized maintenance management system (CMMS) to track work requests, maintenance history, and reporting associated with the College of Law facility.

Provide and manage building operations for the entire facility, grounds, parking lots and exterior common spaces.

Provide and manage the routine and emergency maintenance services.

Develop maintenance procedures in accordance to the Operational & Maintenance manuals.

Track and coordinate all applicable warranty information associated with the building systems.

Develop a system to track and timely respond to all maintenance related issues to ensure a standard comfort level through facility.

Prepare requisitions for maintenance parts and repair services that are not covered under this contract.

Provide a skilled mechanical technician with a comprehensive understating of Building Automation (BA) energy management control systems.

Work closely with the Building Code official at FAMU, City of Orlando, and the State of Florida to ensure that all modifications, repairs and renovations conform to all pertinent state, local and national code requirements.

Maintain a positive working relationship with the University student groups, faculty, staff, and organizations to ensure that the College of Law facility projects a good image of the University.

Coordinate and interpret specific maintenance procedures pertaining to current industry standards for the mechanical, electrical, plumbing, and electronics systems at the College of Law facility.

2.2. Maintenance Electrical System

The Orlando Utilities Commission (OUC) will provide the building with electricity from their grid, and the maintenance will only be from the feeder to the building. The electric service will be from the OUC transformer adjacent to an existing transformer pad located at the north end of the site. The service voltage to the building will be 480/277-volt, 3-phase, and 4-wire.

Preventive maintenance includes work such as replacing contacts and springs on circuit breakers; checking motors and control centers on switchgear; and cleaning armatures and replacing bearings on motors for HVAC equipment, fire pumps, and conveyor systems, exhaust fans, etc. Check voltages, batteries and battery chargers on emergency and battery lights and re-lamp as required.

Respond to trouble calls. Isolate faults in equipment wiring and circuits, and replace or make necessary repairs. Repair tamper switches and reset fire alarms. Locate tripped breakers and recalculates line loads as required. Repair motors by replacing couplings, belts, reduction gear, shafts, etc., modifying replacements as required to accommodate the appropriate function and working without schematics for old systems when necessary. Replace/repair broken light fixtures and illuminated exit signs. Remove and replace ballasts, transformers, capacitors, sockets, starters, photo cells and fuses in lighting systems and controls for the terminals and street-side parking lots, sidewalks, flag poles, etc.

The electrical maintenance also includes, clock systems, sidewalk and parking lot lighting, distribution and branch circuit wiring, lights and receptacles, fire alarm systems, manhole sump pump systems, three- and single-phase electrical motors of many uses and sizes, and building emergency generators. In addition to maintenance, the electrical work might include installation of telephone lines, computer cable, and terminations; and does preventative maintenance on electrical systems campus-wide.

2.3. Elevator and Vertical system Maintenance and Inspection

Contractor agrees to designate an elevator mechanic to perform on-site preventive maintenance procedures for elevators exclusive of emergency callback service, emergency repairs, scheduled repairs or safety tests which should be assigned to separate repair personnel. Inspections performed by city, county, state, or federal government and/or insurance agencies or representatives are included in this specification.

2.4. Automatic Door Access Control Systems

Annual maintenance contract for maintenance, repair and quarterly PM inspections of all automatic door operator equipment located throughout the building.

2.5. General Exterior Repairs

Parking lot, benches, tables, trash, receptacles, pressure washing and signage.

2.6. Emergency Backup Generator

The bidder will be responsible for maintaining the Emergency Standby Generator located on the site. A 300-KW, 480Y/277V, 3 phase, 4-wire diesel emergency generator is installed on the site to service the building which is to serve basic life safety and selected HVAC systems and one elevator. The generator shall be tested weekly, and be physically checked and inspected for engine oil, radiator

cooling water, leak, ventilation system, batteries, gauge and automatic transfer switches, fuel tanks, etc., weekly and must be available for operation at all times.

After inspecting the generator, any defective or malfunctioning that determines the generator unsafe to operate, the generator must be turned off manually and locked/tagged. This must be reported immediately to Florida A&M University, scheduled for repair, and the problem must be fixed in a timely manner.

It shall be the bidder's responsibility to perform an annual full load test of the entire generator system and the manufacturer's recommendation shall be complied with for repair and for preventive maintenance program. A monthly report shall be submitted to Florida A&M University showing date of inspection, deficiency or malfunction, if any, corrective actions taken, and all repair and preventive maintenance performed.

2.7. Mechanical and Building Automation System (HVAC)

The Orlando Utilities Commission will provide chilled water into the building, and the maintenance will only be from the feeder to the building.

Preventive and routine maintenance involves wide range of plumbing systems found in the building, including plumbing and fixtures, natural gas, and condensate lines. It also includes the maintenance and repair of all heating, ventilation, and air conditioning (HVAC) equipment including chilled and hot water systems, and mechanical refrigeration systems.

Air Handler units shall be serviced as follows: (a) annual winter maintenance, once a year, includes: inspect and clean coil, drain pan and drain line, inspect fan wheels, drive sheaves, check belt alignment and tension, check and lubricate bearings, check bearing and motor mounting, check motor operating voltage amperages, check inlet vanes for dampers and adjust as required: (b) quarterly preventative maintenance includes: check belt tension, inspect air filters, lubricate all ball bearings, motor mounting, check and excessive vibration or noise and correct if required; (c) change air filters monthly or as needed.

Condenser and Chiller Water Pump shall have both annual and preventative maintenance scheduled to involve the following: annual maintenance includes clean pump strainers, lubricate pump bearings and motor bearings per manufacturer's recommendations, tighten all nuts and bolts, check for leaks, check and tighten motor mount and vibration pads, visually check pump alignment and coupling, check motor operation conditions, inspect electrical connections and contactors. Preventative maintenance will involve six (6) inspections annually to include: lubricate pump, motor bearings per manufacturer's recommendation, check suction and discharge pressures, check packing or mechanical seal and adjust as necessary, and check motor voltage and amperage.

2.8. Energy Management

Utilities Maintenance will provide the overall energy management function at the College of Law facility and identifies and implements energy conservation measures and projects. This function provides the administration of the HVAC/Energy Management System; and instrument and controls lab, for the effective control of the cooling/heating condition of the facility through the computerized Niagara System. Any repairs or changes to the control system should maintain the open architecture of the system. The building is equipped with Building Automation System; this is a standalone direct digital control (DDC-type) and programmed to operate 24-hours a day, 7 days a week with time-of-day programming capabilities.

2.9. Plumbing System Maintenance

The Orlando Utilities Commission will provide domestic water, chilled water and sanitary sewer into the site limits. The successful bidder shall be responsible for the maintenance from the point of entry of the utility to the building. Service will enter the building in a mechanical equipment room and the maintenance of the plumbing system will include the following:

The bidder shall inspect and test all plumbing pressure pump, sprinkler system, all the standpipe system and the fire pump.

All plumbing fixtures to be inspected and tested regularly for leakage and such leakage to be corrected.

2.10. Facilities Maintenance

Provides 24-hour building maintenance, operation and environmental monitoring of campus buildings and facilities.

KeyBank/Locksmith

The locksmith installs and services all of the locks and door hardware in the building.

1. **Issuing Keys:** Keys to the Florida Agriculture and Mechanical University College of Law spaces; i.e., offices, classrooms, lecture halls, housing, mechanical spaces, storage spaces, high voltage spaces, etc., will be issued to the College of Law employees with the approval of the appropriate Department Head, Dean, or Director. Each key issued to College of Law employees, students, or contractors, shall be documented by the Facility Manager. No key shall be transferred from one person to another without being returned to the Facility Manager for appropriate re-issuing. Each key will be stamped with a unique code and issued by code to a specific lock with few exceptions. The employee or student to whom keys are issued will be picked up and signed for at the Facility's Manager's office located in room 175 of the administrative suite on the 1st floor.

2. **Maintaining Keys:** Access to the College of Law key box is limited to the Facility Manager and the Associated Dean of Administration.

Carpentry

The carpentry will serve many of the building and remodeling needs of the college. It builds installs, and repairs ceilings, walls, floors, windows, and doors. The carpenter shall also be responsible for producing and installing signs in the interior and exterior of the building.

Painting

The painter will be responsible for painting the interior and exterior of academic and administrative buildings and for all touch-up painting as needed.

Roof Maintenance

All roof areas shall be inspected on a regular basis and such inspection should document any noticeable flaws of the roofing and flashing system. All roof areas shall be kept free of debris and waste material and all roof drains and scuppers shall be clear, free of debris and are not pending. Such inspection shall be done weekly during the raining season and after each hurricane or heavy thunderstorm.

Inspect, maintain, repair, and/or replace the ground lighting protection mounted on the roof surfaces.

Life Safety

Life Safety is responsible for the inspection, testing, maintenance, and repair of building fire alarms systems, fire suppression systems and equipment, fire hydrants, and fire extinguishers, and periodic inspection of the fire alarm panel. In addition, life safety will be responsible for maintaining documentation verifying the successful completion of the annual inspection, testing, and/or maintenance of the following systems per their respective NFPA code:

Fire Extinguishers (NFPA 10)
Fire Alarm Systems (NFPA 72)
Sprinkler systems (NFPA 25)
Emergency lighting (IFC 10)
Exit lights (60-minutes of illumination)
Means of egress lighting (60 minutes of illumination)

2.11. Minor Renovations/Construction and enhancement services

Minor renovations/construction and enhancement services will be on a reimbursable basis.

2.12. Trash Removal/Recycling

Routine services

2.13. Pest Control Services

Routine services

2.14. Event set-ups

Event set ups are chargeable services as requested.

2.15. Office Space

Florida A&M University will provide a small office space, limited storage space and utilities for contractor's on-site operations.

Special Note

The contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees, and the University's students, staff and faculty.

2.16. Building Services/Janitorial

Soap, Paper and Feminine Hygiene Products - The Contractor will furnish all paper towels, soap, and toilet paper for restrooms, classrooms, and labs. Replacement of/or brand change shall not be permitted without University approval.

Walk-Off Mats - Florida A & M University will be responsible for procuring replacement mats for the inside and outside of each building entrance. The contractor will maintain and communicate to the University wear and tear on mats and relay when a replacement is needed.

Window Cleaning - Contractor will be responsible for cleaning exterior windows and high (above arm's reach) interior windows on an annual basis. Annual price provided in the Pricing Worksheet should include all window cleaning.

Level of Cleanliness - It will be the responsibility of the contractor to provide housekeeping services for the individual locations in keeping with the Association of Higher Education Facilities Officers (APPA) Level 2 standards as an educational institution from the perspectives of sanitation, public relations and protection of the physical facility. Therefore, the intent of this proposal request is to approach this matter from a level of cleanliness concept, and a detailed cleaning schedule is included in Appendix I.

Cleaning Schedule - The contractor will provide enough manpower time to be available to complete the cleaning schedule identified in this contract and continue maintenance of each building from Monday through Friday according to the building schedule identified below in Section 3.20.

Apply Florida Statutes, State University System guidelines, and the Department of General Services procedures when applicable.

Recommend improvements based on the requirements and needs of the College of Law facility.

Special Notes

All chemicals and equipment must meet or exceed OSHA/CDC requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning processes.

The Contractor must furnish all needed safety equipment and protective devices necessary for the safety of all Building occupants and property of Florida A & M University.

2.17. Emergencies

All emergency conditions shall be promptly reported to the University's authorized representative.

1. After Hours Response Plans: Emergency standby coverage.

After normal working hours, you will need to assign a maintenance staff to serve on standby status to respond to emergency calls. Such calls may be for broken windows, broken water lines, power outages, boiler problems, sewer or plumbing problems, or other emergencies threatening the health and safety of tenants or situations that may create a liability for the property.

2. After Hours Response Plans: Emergency Response Service Directory.

Updated quarterly. This will readily assist on-call staff that has been assigned to handle the abatement of emergencies during off-hours (nights, weekends and holidays). Depending on the nature or severity of the emergency, maintenance staff should prepare a work order or a report – which can later be converted to a work order. Records should indicate “who, what, where and when”, time and material costs and the status, i.e., work performed was either completed or not completed.

2.18. Contractor's Representative

A representative of the contractor shall be appointed within 24 hours after receipt of contract, and this person shall be available as deemed necessary by the Contractor for purposes of reporting problems, requesting schedule changes, etc. This individual shall be someone other than the job supervisor and he/she shall be the sole contact person for routine matters.

2.19. Scheduling Housekeeping

All housekeeping shall be done with a minimum disruption to normal university functions

2.20. Cleaning Requirement and Schedule Standard

A. Classrooms/Labs

1. Daily Requirements:

- a. Empty all trash receptacles; damp clean, sanitize exterior and replace liners from Contractor's supply
- b. Spot clean to hand height (70") glass partitions and glass doors
- c. Spot clean all walls to hand height (70")
- d. Dust mop composition floors with chemically treated dust mop
- e. Spot clean composition floors with all-purpose cleaner
- f. Spot clean all desk tops and furniture
- g. Damp clean counter tops
- h. Erase chalk boards/ white boards.
- i. Spot clean carpet
- j. Vacuum carpet

2. Weekly Requirements:

- a. Sweep baseboards, corners, around and under desks
- b. Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings
- c. Clean partition glass
- d. Clean chalk boards
- e. Dust intake vents
- f. Damp clean window ledges
- g. Damp mop composition floors
- h. Damp clean chalk trays
- i. High dust above hand height

3. Monthly Requirements:

- a. Spray buff floor

4. Semi Annually Requirements:

- a. Shampoo upholstered furniture
- b. Renovate and refinish composition floors (apply 100% solid finish)
- c. Shampoo carpets

B. Lobby and Common Area

1. Daily Requirements:

- a. Clean door glass
- b. Empty and damp clean all trash receptacles
- c. Empty and clean ashtrays and sand urns
- d. Dust and spot clean all furniture
- e. Clean and polish all metal door handles
- f. Spot clean all walls to hand height
- g. Damp clean elevator exterior doors
- h. Vacuum entrance mats

- i. Spot clean entrance mats
- j. Dust mop composition floors
- k. Spot mop composition floors
- l. Clean directory board
- m. Clean and sanitize water fountain
- n. Vacuum carpet

2. Weekly Requirements:

- a. Spray buff composition floor
- b. High dust above hand height all horizontal surfaces including any shelves, moldings, ledges, pipes, ducts, vents, and heating outlets
- c. Damp clean baseboards, along walls, and corners
- d. Clean door glass
- e. Dust intake vents

3. Quarterly Requirements:

- a. Shampoo carpet

4. Semi-Annually Requirements:

- a. Scrub and refinish floor
- b. Renovate and refinish composition floor, apply 100% solid finish
- c. Shampoo all upholstered furniture and wash vinyl furniture
- d. Extract carpets.

C. Office Area and Conference Rooms

1. Daily Requirements:

- a. Empty wastebaskets and replace liners as needed
- b. Empty and damp clean ashtrays
- c. Dust furniture tops and chairs
- d. Dust all telephones
- e. Dust all exposed filing cabinets, bookcases, and shelves
- f. Spot clean desk tops
- g. Clean counter tops
- h. Spot clean door glass, partition glass
- i. Clean and sanitize water fountain(s)
- j. Vacuum all carpet
- k. Spot clean carpet
- l. Dust mop composition floors
- m. Spot mop composition floors
- n. Low dust all surfaces to hand height (70")

2. Weekly Requirements:

- a. High dust to hand height all horizontal surfaces, including shelves, moldings, ledges, pipes, ducts, and heating outlets Clean entire desk tops (where possible).
- b. Sweep baseboards, comers, around and under desks
- c. Spray buff all composition floors
- d. Remove fingerprints from doors, frames, light switches, kick push plates, handles, and moldings around doorways e) Clean entrance glass
- e. Remove dust and cobwebs from ceiling area
- f. Dust all baseboards

3. Monthly Requirements:

- a. Clean all partition glass

b. Dust blinds

4. Semi Annually Requirements:

- a. Renovate and refinish all composition floors, apply 100% solid finish
- b. Clean upholstered furniture
- c. Shampoo carpets.

D. Restrooms

1. Daily Requirements:

- a. Clean and sanitize all vitreous fixtures including toilet bowls, urinals, and hand basins
- b. Clean and sanitize all flush rings, drain and overflow outlets
- c. Clean and polish all chrome fittings
- d. Clean and sanitize toilet seats
- e. Damp mop with disinfectant
- f. Clean and polish all glass and mirrors
- g. Empty all containers and disposals
- h. Spot clean and sanitize exterior of all containers
- i. Dust metal partitions and window sills
- j. Remove spots, stains, splashes, from wall area adjacent to hand basins
- k. Refill all dispensers to normal limits: tissue and towels from client's supply
- l. Spot clean metal partitions
- m. Remove fingerprints from doors, frames, light switches, handles, etc.
- n. Low dust all surfaces to hand height including sills, ledges, moldings,
- o. shelves, frames, and ducts

2. Weekly Requirements:

- a. Wash and sanitize metal partitions
- b. Spot clean tile walls
- c. High dust above hand height including sills, moldings, ledges, shelves, frames, ducts and heating outlets.

3. Monthly Requirements:

- a. Machine scrub floors
- b. Wash all tile walls

E. Lounge/Vending Area/Cafeteria

1. Daily Requirements:

- a. Dust mop composition floors
- b. Damp mop composition floors
- c. Damp clean chairs and tables
- d. Empty trash containers and replace liners
- e. Vacuum carpet
- f. Spot clean carpet

2. Weekly Requirements:

- a. Clean exterior of trash containers
- b. Spray buff composition floor
- c. Sweep baseboards

3. Monthly Requirements:

- a. Clean interior of trash containers

4. Semi-Annually Requirements:

- b. Scrub and refinish all composition floors, apply 100% solid finish

F. Stairwells

1. Daily Requirements:
 - a. Sweep stairs and landings
 - b. Spot clean exit doors
 - c. Spot clean wall to hand height (70")
 - d. Dust hand rails
 - e. Spot mop stairs
2. Weekly Requirements:
 - a. Mop stairs
 - b. Damp clean hand rails, ledges, and sills

G. Elevators

1. Daily Requirements:
 - a. Vacuum carpet
 - b. Spot clean carpet
 - c. Spot clean interior walls and doors
 - d. Clean key board
2. Weekly Requirements:
 - a. Clean interior walls and doors
 - b. Clean elevator tracks
 - c. Pac vac carpeting

H. Disease Outbreak/Control/COVID-19 Cleaning Plan

1. Daily Requirements:
 - a. Two to three times per day, wipe down and disinfect high touch surfaces; High touch surfaces include: Tables, doorknobs/handles, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, elevator, dispensers, etc. (all touch points that patrons visit most in the building and are commonly touched)
 - b. Perform chemical treatment with an electrostatic sprayer and CDC approved chemicals of common spaces used to include: classrooms, breakrooms, lounges, study rooms, and restrooms.
 - c. Upon request perform chemical treatment with an electrostatic sprayer and CDC approved chemicals of office spaces
 - d. Wear gloves and change them throughout the shift if they are soiled, wet, or torn. Also, to minimize the chance of transfer of germs once you spray down objects allow them the appropriate contact time to ensure sanitation. Ensure to change the rag/paper towel/cloth being used to minimize the chances of transferring germs i.e. if you use a rag/paper towel/cloth for a sink change it prior to using it for a doorknob.
 - e. Contractor will monitor and provide hand sanitizer and chemical refill cleaning stations strategically placed throughout the building for easy access for staff, students and patrons.
2. Quarterly Requirements:
 - a. Perform chemical treatment fogging of all common spaces to include: library, classrooms, offices, restrooms, lobby, elevator, and hallways.

3. Confirmed case/Outbreak response plan:

- a. Provide a copy of your confirmed case and outbreak response plan to the University. This plan should include a detailed course of action that covers isolation of the space and steps to get it back online.
- b. Contractor will report all suspected and confirmed case reaction results in a report for filing purposes to the University within 48 hours of event.

2.21. Service Statement Of Landscape Management

Scope of Work:

Contractor shall furnish all horticultural, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein. Contractor will also be responsible for repairs and maintenance of existing irrigation systems at this facility.

Lawn Care:

Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety considering the season.

Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage when necessary.

Pesticide:

Apply recommended, legally approved pesticides to control disease-causing damage when necessary.

Weed Control:

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Posts emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Ground Cover Area/Shrub Areas:

Edging

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

2.22. Personnel

All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of the contractor. These matters shall be done in full compliance with existing statutes and regulations pertaining to affirmative action, nondiscrimination, wage and hour and any other stipulations germane to prudent personnel management.

Only those employees who have been properly trained shall be assigned duties under this contract.

All personnel shall be dressed professionally in a manner authorized by the contractor and approved by Florida A & M University. The personnel shall be neat and clean in appearance. Picture identification badges shall be worn which fully identifies the worker as a member of the contractor's work force.

No employee who has a police record other than minor traffic violations may be assigned duties under this contract. Any employee that has pleaded no contest to, or been convicted of, a first-degree misdemeanor or a felony cannot be assigned to work on this contract. Similarly, any convicted sex offender cannot be assigned to work on the Florida A & M University (College of Law) campus. Contractor shall be responsible for the submission of police criminal history investigation clearance record within 24 hours upon request for all employees and Florida A & M University has the right to refuse the employment of anyone assigned to work on this contract by the contractor.

The contractor will pay at least the minimum wage rate. The contractor will pay all taxes pertaining to his or her employees as required by law. The contractor must ensure that all staff's vehicles to include company vehicle have parking permits according to the University Parking Rules and Regulations.

Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the work force upon written request of the authorized Florida A & M University representative.

Response time: The contractor will be required to respond to requests for maintenance within one (1) hour of receiving notification for emergency situations and within twenty-four (24) hours for non-emergency situations. The notification can be either through the telephone, in written form as in memo or by email.

Attachment A

Required Proposal Format

Introduction

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its proposal document. The contract, if any, resulting from this RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer's proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

FAMU EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters that the Proposer wishes FAMU to take into consideration in reviewing the proposal. Proposer's response to this RFP must be sent to FAMU's Authorized Representative at the address listed in Section 2.1. above.

Proposal Sections

The Proposer shall organize its proposal into the following major sections.

SUBMITTALS- Bidders are required to submit the documentation listed below with their bid reply. The bids are to be in a sealed envelope, marked with the bid number, title, opening date and time.

1. **Request to Proposal Acknowledgment Form**, page 1, completed, executed and signed.
2. **Price Sheet** including acknowledgment of amendments issued by the University.
3. Copy of **required license and background information**
4. Copy of **required insurance**.
5. Each Proposer shall submit **evidence of qualifications**. Vendor must have been in business for a minimum of seven (7) years. Vendor must include two (2) accounts that are similar in size and have comparative programmatic complexity. ***Florida A & M University reserves the right to contact these businesses, institutions, etc.***

Facilities Management

1. Provide company's facility management resume of qualifications and experience. (i.e., business plan, organization structure, years in business, references, etc.)

Preventative Maintenance Plan

1. Provide company's maintenance comprehensive plan, the details, the specific maintenance approach to this project. (i.e., how would the maintenance be administered to the College of Law facility?)

Staffing Plan and Policies

1. Explain facility management and maintenance staffing plans for the campus.
2. Provide organizational charts recommended for this project.
3. Provide resumes for key corporate and site employees, including project manager.

Operations Plan and Policies

1. Explain quality control procedures.
2. Explain security plans and procedures.
3. Explain building services / janitorial cleaning plan.
4. Explain grounds and landscaping maintenance plan.
5. Explain event set-up support plan.

3.0 APPENDIX FORMS

EVALUATION SCORING SHEET

A. NAME OF PROPOSING COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the Procurement Representative's name from Section 2.1.

Evaluation Factors	Max Points	Points Awarded
1. Facilities Management	20	
2. Maintenance Experience	15	
3. Preventive Maintenance Plan	5	
4. Staffing Plans and Policies	15	
5. Operations Plans and Policies	15	
6. Overall Pricing	30	
	100	
Comments, if any:		

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

3.1

AMENDMENTS ISSUED BY THE UNIVERSITY

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. _____ Dated _____
YOUR INITIALS

COMPANY'S NAME

TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE
TO BIND THE COMPANY INTO A CONTRACT/PURCHASE
ORDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

Phone number Fax number

Email address

3.2

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm or any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

- 1) Developing this Invitation to Bid; or,
- 2) Performing a feasibility study concerning the scope of work contained in this Invitation to Bid.

Signature

Company Name

Date

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the Invitation to Bid process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

_____	_____
_____	_____
_____	_____

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this____, day of _____, 2015.

Signature

Print Name and Title

Florida Department of State
Certificate of Status