

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



INVITATION TO BID

Bidder Acknowledgment

Page of Pages 1 of 23	BID WILL BE OPENED: October 22, 2024 @ 2.00 P.M.	ITB NO. 0017 - 2024
Posting Date: September 23, 2024	BID TITLE: <u>FAMU Campus CHW Infrastructure Project North Loop</u>	

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.

INVITATION TO BID

FAMU Campus CHW Infrastructure Project North Loop

ITB No.: #0017-2024

Refer **ALL** Inquiries to:

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

**E-mail:
david.rosenfeld@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
Invitation to Bid/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 – Positions & Qualifications/Duties	
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

INVITATION TO BID NO: 0017-2024

BID TITLE: FAMU Campus CHW Infrastructure Project North Loop

OPENING DATE AND TIME: October 24, 2024 @ 2:00 P.M.

PURPOSE: Construction of new condenser water return well

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	<u>Action</u>
9-23-2024	Invitation to Bid - Advertised
9-23-2024	Invitation to Bid - Released
10-08-2024	Non-Mandatory Pre-Bid Meeting will be held at the Plant Operations and Maintenance located at 2400 Althea Gibson Way POM Training Room A
10-11-2024	Deadline for submitting questions and/or inquiries in writing only; preferably by email to (david.rosenfeld@famuedu)
10-15-2024	Responses to inquiries and Addenda, if any, will be posted on Bonfire website: https://famubonfirehub.com/portal/?tab=openOpportunities
10-22-24	Deadline for Bid Response at 2:00 P.M. (ITB opening) via Zoom Video Conferencing https://famuzoom.us/j/93100115865 NOTE: All Bid Responses must be submitted via the Bonfire website: https://famubonfirehub.com/portal/?tab=openOpportunities
10-29-2024	Posting of the Intent to Award (or other Notice(s) as Appropriate)
11-01-2024	End of 72-hour Protest Period
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

1.2 INVITATION TO BID/BIDDER ACKNOWLEDGEMENT FORM

All bids, Invitation to Bid/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:

(Antonita Bryant), (850) 599-3203, E-mail: (antonita.bryant@famu.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 ITB, if any, will be for a April 5, 2021 or upon full execution, whichever is later and be completed by December 1, 2021, with FAMU and the selected service provider; having the option to renew for an additional one (1) year period 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 Althea Gibson 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 Althea Gibson 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. Three (3) references; including name of company, contact person and phone number
- e. Amendments Issued by the University
- f. Non-Collusion Affidavit
- g. Statement of No Involvement
- h. Notice of Conflict of Interest
- i. 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 TECHNICAL SPECIFICATIONS: Bidders are required to meet or exceed the specifications below:

Attachment A

Positions & Qualifications/Duties

Attachment B

Florida A&M University Price Sheet

3.0 APPENDIX - FORMS

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