

Submit Proposals to: **FLORIDA A&M UNIVERSITY**

Office of Procurement Services
2380 Wahnish Way, Room 214
Tallahassee, Florida 32307-3200
Telephone Number: (850)599-3203



**REQUEST FOR PROPOSAL
CONTRACTUAL SERVICES
Bidder Acknowledgement**

Page 1 of Pages 51

PROPOSALS WILL BE OPENED AUGUST 24, 2015 @ 2.00 P.M.

PROPOSAL NO.

RFP 0003-2016

MAILING DATE: JULY 30, 2015

PROPOSAL TITLE:

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

REASON FOR NO PROPOSAL

VENDOR MAILING ADDRESS

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened 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.

CITY-STATE-ZIP

AREA CODE:

TELEPHONE NUMBER:

TOLL-FREE NUMBER:

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal 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 proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer 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 PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

1. **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature of authorized representative in the space provided above. Proposal 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.

2. **NO PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this proposer acknowledgement form, marking it "NO PROPOSAL" 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 PROPOSAL", and it must be received no later than the stated proposal opening date and hour.

3. **PROPOSAL OPENING:** Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the proposer's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 10 calendar days, or date of award, whichever is sooner. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser.

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

9. **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 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.

b) 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.

c) 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 preaudit and postaudit. 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.

d) 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

5. 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 192, Florida Statutes.

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

7. MISTAKES: Proposers 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 proposer's risk.

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 proposers 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 proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

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 proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprourement costs may be charged against your firm. Any violations of these stipulations may also result in:

- a) Contractor's name being removed from the Procurement 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 reprourement 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 proposals 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 request for proposal 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 proposal the proposer shall hold and

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.

e) If this agreement includes reimbursement for travel expenses, such reimbursement must comply with Section 112.061, Florida Statutes and will be processed in accordance with the University's travel policies as stated in the Controller's Manual and utilizing the Travel Authorization Request (TAR) process.

f) 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 Request for Proposal 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. NEGOTIATIONS: To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. All such revisions shall be in the form of a written addendum.

After the submittal date, the University reserves the right to select the top ranked proposals and conduct discussions with those proposers. Such discussions may result in changes to the RFP and the proposers' proposal as deemed necessary and in the best interests of the University.

23. AS SPECIFIED: A purchase order may be issued to the successful offeror 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. PROPOSAL PREPARATION: All costs associated with responding to this RFP 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 well being 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

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 proposer's facilities at any time with prior notice.

20. CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

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 Contractor 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.

TABLE OF CONTENTS

1.0 INTRODUCTION

1.1 Statement of Objective

1.2 Contract Award

1.3 FAMU Environment Demographics for the College of Law

2.0 Special Conditions 1

2.1 Authorized FAMU Representative/ Public Notices/ FAMU Discretion

2.2 Approximate Calendar of Events

2.3 Proposers' Communications and/or Inquires

2.4 Proposers' Conference and Site Visit

2.5 Written Addenda

2.6 Proposal Due Date

2.7 Proposal Opening Date

2.8 Evaluation Criteria and Selection Process

2.9 Posting of Recommended Selection

2.10 Proposal Validity Period

2.11 Disposition of Proposals

2.12 Economy of Presentation

2.13 Restricted Discussions/Submissions

2.14 Verbal Instructions Procedure

2.15 State Licensing Requirements

- 2.16 Parking
- 2.17 Definitions
- 2.18 Procurement Rules
- 2.19 Force Majeure
- 2.20 Limitation of Remedies, Indemnification, and Insurance
- 2.21 Term of Contract
- 2.22 Cancellation/Termination of Contract
- 2.23 Assignment and Amendment of Contract
- 2.24 Independent Parties
- 2.25 Performance Investigations
- 2.26 Severability
- 2.27 Notices
- 2.28 Governing Law and Venue
- 2.29 Liaison
- 2.30 Subcontracts
- 2.31 Employment of FAMU Personnel
- 2.32 Equal Opportunity Statement
- 2.33 Waiver of Rights and Breaches
- 2.34 Headings Not Controlling
- 2.35 Employee Involvement/Covenant Against Contingent Fees
- 2.36 Site Rules and Regulations
- 2.37 Travel Expenses
- 2.38 Annual Appropriations
- 2.39 Taxes
- 2.40 Contractual Precedence
- 2.41 Use of Contract by Other Government Agencies
- 3.0 Scope of Work
- 3.1 Building Facilities Management
- 3.2 Maintenance Electrical System
- 3.3 Elevator and Vertical system Maintenance and Inspections

- 3.4 Automatic Door Access Control Systems.
- 3.5 General Exterior Repairs (i.e. parking lot, benches, tables, trash receptacles, pressure washing and signage)
- 3.6 Emergency Backup Generator
- 3.7 Mechanical and Building Automation System (HVAC)
- 3.8 Energy Management
- 3.9 Plumbing System Maintenance
- 3.10 Facilities Maintenance
- 3.11 Minor Renovations/Construction and enhancement services will be on an reimbursable basis.
- 3.12 Trash Removal/Recycling
- 3.13: Pest Control Services.
- 3.14: Event set-ups (chargeable services as requested)
- 3.15 Office Space
- 3.16 Building Services and Janitorial
- 3.17 Emergencies
- 3.18 Contractor's Representative
- 3.19 Scheduling House keeping
- 3.20 Cleaning Requirement and schedule Standard
- 3.21 Service Statement of Landscape Management.

Appendices

- 4.0 REQUIRED PROPOSAL FORMAT
- 4.1 Introduction
- 4.2 Proposal Sections
 - Submittals
 - Staffing Plan and Policies
 - Operations Plan and Policies
 - Price Sheet

APPENDIX I Notice of Conflict of Interest Amendments by the University
APPENDIX II Conditions and Requirements
Evaluation Scoring Sheet
APPENDIX III Certificate of Non-Segregated Facilities
APPENDIX IV Certificate of Non-Segregated Facilities (Subpart-Contractors
Agreements)

1.0 INTRODUCTION

1.1. Statement of Objective

The objective of this Request for Proposal (RFP) is to enable the Florida A&M University (FAMU) to enter into an agreement with a vendor to provide facility management and maintenance services for the College of Law Facility located in Orlando, Florida. The building is 160,000 square feet with 500 parking spaces to serve approximately 1,000 students, faculty, and staff.

The Successful Proposer, if any, will enter into a contract with FAMU that provides for the performance of all the mandatory conditions and requirements in this RFP and any proposed conditions and requirements that FAMU prefers in this RFP or that FAMU determines are in FAMU's best interest.

1.2. Contract Award

- A. FAMU intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. FAMU may reject any or all proposals if such action is in FAMU's best interest.
- C. FAMU may waive informalities and minor irregularities in proposals received.
- D. FAMU reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.
- E. FAMU reserves the right to conduct negotiations with the highest ranked offeror(s).
- F. FAMU reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- G. FAMU reserves the right to make multiple awards if, after considering the additional administrative costs, it is in FAMU's best interest to do so.
- H. A written notice of award will be sent to the successful offeror(s).

1.3. FAMU Environment

Demographics for College of Law

The Florida A&M University Law School site is bounded by Hughey Avenue, Washington Street, Beggs Avenue, and Robinson Street, adjacent to Interstate 4 in downtown Orlando. The site consists of approximately 3.77 acres (160,385 sq. ft.) and

is located across the street from the Zora Neal Hurston State Building on the west and the Federal Courthouse on the south.

The College of Law facility consist of two adjoining sections both 3 and 4 story structures. The spaces in the facility consist of classrooms (22,080 NASF); Library/Administrative Services (41,903 NASF); Dean's Administrative Spaces (11,380 NASF); Faculty (9,240 NASF); and Student Services (5,340 NASF). The total net assignable square footage is 109,943 and the total gross square footage is 160,385.

The building's utilities are provided by Orlando Utilities Commission (OUC), which includes electricity, water, sewage, solid waste, and chilled water.

2.0 GENERAL CONDITIONS

2.1. Authorized FAMU Representative/Public Notices/FAMU Discretion

Proposer's response to this RFP and any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** FAMU will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent FAMU determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed and/or transmitted by facsimile to all Proposers. FAMU shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

Ayo Ojutalayo
Procurement Department
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
Ayokunle.ojutalayo@famuedu
PH (850)599-3203
Fax: (850) 561-2160

Advance notice of public meetings regarding this RFP, if FAMU determines in its sole discretion whether any such meetings will be held, will be in writing and posted in FAMU's Procurement Department, 2380 Wahnish Way, Tallahassee, FL 32307. FAMU reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings.

FAMU also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in FAMU's best interest.

2.2. Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If FAMU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are local time in Orlando, Florida.

Date/Time	<u>Action</u>
7/30/2015	Request for Proposal advertised
7/30/2015	Request for Proposal released
8/7/2015	Mandatory Site Visit and Surveys @ 10.00AM, Location College of Law, 201 Beggs Avenue, Orlando, FL 32801, for Site Visit Contact: Kendall Jones, Director of Physical Plant @ (850) 599-8042.
8/10/2015	Deadline for submitting questions and/or inquiries in writing only; preferably by email to Ayokunle.ojutalayo@famuedu ; purchasing@famuedu
8/12/2015	<u>Responses to inquiries and Addenda, if any, mailed to Proposers</u>
8/24/2015	Deadline for Proposal submission at 2:00 p.m. (RFP opening) FAMU Procurement Office, Conference Room 2380 Wahnish Way, Suite 214. Tallahassee, Florida 32307
8/27/2015	Presentation if any
8/31/2015	Posting of the Intent to Award (or other Notice as Appropriate)
9/3/2015	End of 72-hour protest period

2.3. Proposer Communications and/or Inquiries

A. FAMU is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if FAMU's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that FAMU clarify or change condition(s) or requirement(s)

specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by FAMU no later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. **The Proposer's failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer's acceptance of all of FAMU's conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.** FAMU shall in its sole discretion determine what requested changes to this RFP are acceptable. FAMU shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

B. Any communications and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the individual identified in Section 2.1 not later than 8/10/15 by **4:30 PM** as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.4. Proposers' Conference and Site Visit

Mandatory Site Visit and Surveys 8/07/2015 @ 10.00AM

**College of Law (FAMU)
201 Beggs Avenue
Orlando, FL 32801**

2.5. Written Addenda

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed

by an authorized representative of the Proposer, dated and returned with the proposal.

2.6. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 4.0., "Required Proposal Format". Proposals are due at the time and date specified in Section 2.2., "Calendar of Events" and must be received by FAMU's Authorized Representative in FAMU's Procurement Department, 2380 Wahnish Way, Suite 214 Tallahassee, FL 32307, no later than **2:00PM**, on 8/24/2015, according to the time clock in FAMU's Procurement Department.

Proposals or amendments to proposals that arrive after **2:00PM** on 8/24/2015 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time.

At **2:00PM** on 8/24/2015, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure FAMU's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at FAMU's Procurement Department no later than **2:00PM** on 8/24/2015.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: RFP 0003-2016 Florida A&M University Facility Management and Maintenance Services for the College of Law. The proposal must be submitted in one **(1) original and six (6) copies**. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled "REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM." The copy containing the original signature must be marked "ORIGINAL."

2.7. Proposal Opening Date

Proposals will be opened in FAMU's Procurement Department on the date and at the time shown in Section 2.2., "Calendar of Events."

2.8. Evaluation Criteria and Selection Process

- A. FAMU reserves the right to conduct negotiations; the Director of Procurement (DP) determines negotiations to be in the best interest of the university.

Discussions with offerors after receipt of a proposal do not constitute a rejection or counteroffer by FAMU.

- B. FAMU reserves the right to conduct negotiations with one or more highest ranked offeror(s). In the event, the decision director of Procurement determines it to be in FAMU's best interest to enter into negotiations, he/she shall:
1. Establish an Evaluation Committee tailored to the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The Committee will review all responsive proposals and develop a ranked order of offerors based on the points given each evaluation criteria contained herein;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals;
 3. Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
 6. Select the negotiation team. This can be the evaluation team or any other individual(s) the DP deems necessary for the acquisition. The negotiation team will invite the highest ranked offeror(s) falling within the desired competitive range to enter into negotiations.
- C. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Each evaluation committee member shall function independently of all persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. After thoroughly reading and reviewing this RFP, each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth Appendix I, Evaluation Scoring Sheet.
- Evaluation of Responses

Criteria	Max Points
1. Facilities Management and Maintenance Experience	35
2. Preventive Maintenance Plan	5
3. Staffing Plans and Policies	15
4. Operations Plans and Policies	15
5. Overall Pricing	30
Evaluation of Responses Points Total	100

Each evaluation committee member must independently score, in writing, each proposal on the form depicted in **APPENDIX II**. Each evaluation committee member may enter comments, if any, regarding the proposal and then sign the completed score forms and deliver them, in a sealed envelope, to Ayo Ojutalayo, who will forward copies to the Vice President through the Procurement Director. At the time of such delivery to Ayo Ojutalayo, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by the Vice President for Administrative and Financial Services.

The Director of Procurement shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the RFP, the proposals, and committee members' scoring forms. While not bound to them, the Director of Procurement may give deference to the scoring forms. Based on what the Director of Procurement determines is in the best interest of FAMU, the Director of Procurement will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP, negotiate with the highest ranked proposer(s) or cancel the RFP.

The Director of Procurement may, at any time during this RFP process, assign one (1) or more FAMU staff member(s) to assist to review prior to his/her decision-making in this process. FAMU is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. FAMU reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that FAMU, in its sole discretion, determines is in FAMU's best interest.

2.9. Posting of Recommended Selection

The recommendation to award a contract, if any, to the Proposer(s) to this RFP will be posted for review by interested parties in the Procurement Department

and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with FAMU:
 - 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. FAMU shall not extend or waive this time requirement for any reason whatsoever.
 - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. FAMU shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under Chapter 120, Florida Statutes.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to FAMU in the amount of \$10,000 or 10% of FAMU's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to FAMU.
- D. In addition to all other conditions and requirements of this RFP, FAMU shall not be obligated to pay for information obtained from or through the Proposer.

2.10. Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for one hundred twenty (120) days after the proposal submission date.

2.11. Disposition of Proposals

All proposals become the property of the Florida A&M University, and the Florida A&M University shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to FAMU with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of

Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. FAMU's selection or rejection of a proposal will not affect this exemption.

2.12. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is **mandatory** that Proposers follow the format and instructions contained herein. FAMU is not liable for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for oral presentations requested by FAMU, if any.

2.13. Restricted Discussions/Submissions

From the date of issuance of the RFP until FAMU takes final agency action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of FAMU except as expressly requested by FAMU in writing. Violation of this restriction will result in REJECTION of the Proposer's proposal.

2.14. Verbal Instructions Procedure

Negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any FAMU employee. Only those communications that are in writing from the authorized FAMU representative identified in Section 2.1. Of this RFP. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than **5:00PM** on 8/10/2015, will be recognized by FAMU as duly authorized expressions on behalf of the Proposer.

2.15. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, 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 proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a

proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer 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 Proposer 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

2.16. Parking

The successful Proposer, if any is selected by FAMU, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with FAMU's Parking Services Department, and Proposer must purchase parking permits. Proposer's vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all FAMU's parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer's employee. For additional parking information, contact FAMU's Parking Services Department at (850) 561-2203

2.17. Definitions

FAMU'S Contract Administrator - The University' designated liaison with the Proposer. In this matter FAMU's Contract Administrator will be Ayo Ojutalayo
Proposer - Anyone who submits a timely proposal in response to this RFP.

Successful Proposer - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

Contract - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this RFP and the Vendor's proposal.

Contract Manager - After contract award a liaison from the user department will oversee the contractor's performance and report as needed to the contract administrator. The Contract Manager is Kendall Jones.

2.18. Procurement Rules

- A. FAMU has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be

waived by FAMU. A deviation is material if, in FAMU's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

- B. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of FAMU.
- C. **The Proposer must agree to abide by each mandatory condition and requirement included in this RFP. Also, the Proposer must initial the designated item, using APPENDIX II (Conditions & Requirements), indicating that this section has been understood and agreed upon.**
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for FAMU's REJECTION of the proposal.

2.19. Force Majeure

No default, delay or failure to perform on the part of FAMU 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 FAMU's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond FAMU's reasonable control, 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 cause beyond the reasonable control of FAMU.

2.20. Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer's liabilities to the State or to limit the State's remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer's proposal.

- B. As an agency of the State of Florida, FAMU's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, FAMU shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, FAMU's liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring FAMU to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

Under this RFP and the resulting contract, if any, the Proposer must hold FAMU and those in privities with FAMU, and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer's supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

- C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. FAMU, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insured on each of Proposer's policies. **The Proposer shall furnish FAMU proof of Proposer's insurance coverage by original ACCORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed. Before commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule.** FAMU shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer's or Proposer's subcontractors' insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer's subcontractor that obtained the insurance. The Proposer shall

always promptly notify FAMU of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 2.30 entitled "Subcontracts."

SCHEDULE:

Policy

- (a) Worker's Compensation Statutory
 - (b) *Comprehensive General Liability Insurance:
 - (1) Bodily Injury Liability \$500,000 each Person
\$500,000 each occurrence
\$1,000,000 aggregate
 - (2) Property Damage Liability \$500,000 each occurrence
\$1,000,000 aggregate
 - (c) Comprehensive Automobile Liability Insurance:
 - (1) Bodily Injury Liability \$500,000 each person
\$1,000,000 each
occurrence
 - (2) Property Damage Liability \$500,000 each occurrence
 - (d) Excess Umbrella Liability
 - Combined Single Limit Bodily Injury \$1,000,000 each
occurrence
 - Injury and/or Property Damage \$3,000,000 aggregate
- *Comprehensive Liability to include but not be limited to:
- (1) Consumption or Use of Products
 - (2) Existence of Vehicles, Equipment or Machines on Location
 - (3) Contractual Obligations to Customers

D. WORKER'S COMPENSATION: During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21. Term of Contract

The contract resulting from this RFP, if any, will be for a three (3) year period beginning approximately Oct 1, 2015, 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.**

2.22. Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by FAMU for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. FAMU also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing, either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

2.23. Assignment and Amendment of Contract

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of FAMU. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and FAMU with the same degree of formality evidenced in the contract resulting from this RFP.

2.24. Independent Parties

Except as expressly provided otherwise in the contract resulting from this RFP, if any, FAMU and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint-venture with, the other.

2.25. Performance Investigations

As part of its evaluation process, FAMU may make investigations to determine the ability of the Proposer to perform under this RFP. FAMU reserves the right to REJECT any proposal if the Proposer fails to satisfy FAMU that it is properly qualified to carry out the obligations under this RFP.

2.26. Severability

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.27. Notices

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed below:

Mr. Avery McKnight
Office of General Counsel
1700 Lee Hall Drive 304 FHAC
Tallahassee, FL 32307

And

Ms. Stephany Fall, Director of Procurement
University Procurement Office
2380 Wahnish Way Suite 214
Tallahassee, FL 32307

And

Mr. Kendall Jones
Director of Plant and Operations Maintenance
2400 Wahnish Way POM-A Suite 102
Florida A&M University
Tallahassee, FL 32307

2.28. Governing Law and Venue

This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. FAMU and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

2.29. Liaison

FAMU's liaison with the successful Proposer, if any, shall be Kendall Jones of Plant and Operations Maintenance (POM).

2.30. Subcontracts

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of FAMU, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by FAMU. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.

2.31. Employment of FAMU Personnel

The Proposer shall not, without FAMU's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this RFP and any resulting contract, any individuals who are or have been FAMU employees at any time during such period, except for FAMU's regularly retired employees, or any adversely affected State employees.

2.32. Equal Opportunity Statement

The State of Florida and FAMU subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age,

national origin, religion, veteran or marital status, or disability. Proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.
- B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX III**.
- D. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by FAMU.
- F. Proposers shall identify their company's government classification at time of proposal submittal. See FAMU Form RFP/CS (RFP acknowledgement cover page). Proposer's identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

2.33. Waiver of Rights and Breaches

No right conferred on FAMU by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by FAMU's signatory. FAMU's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.34. Headings Not Controlling

Headings used in any contract resulting from this RFP are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.35. Employee Involvement/Covenant against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of FAMU who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, FAMU shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by FAMU under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to FAMU under such contract, at law or in equity.

2.36. Site Rules and Regulations

Proposer shall use its best efforts to assure that its employees and agents, while on FAMU's premises, shall comply with the State's and FAMU's site rules and regulations, if any.

2.37. Travel Expense

Proposer shall not under this RFP or any resulting contract charge FAMU for any travel expenses, meals, and lodging without FAMU's prior written approval. Upon obtaining FAMU's prior written approval, Proposer may be authorized to incur travel expenses payable by FAMU to the extent and means provided by Section 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

2.38. Annual Appropriations

FAMU's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated

by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). FAMU shall give notice to Proposer of the non-availability of such funds when FAMU has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

2.39. Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Proposer shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this RFP.

2.40. Contractual Precedence

The agreement that results from this RFP and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to FAMU Request for Proposal ("RFP") including all the University's RFP specifications, and the Payee's RFP response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. University's RFP and RFP specifications;
- B. The Agreement;
- C. Proposer's RFP response; and
- D. Any other attached document signed by the University's official signatory at the time of Agreement is executed.

2.41 Use of Contract by Other Government Agencies:

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other Universities, governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for good or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award

3.0 Scope of Work

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

3.1 Building Facilities Management

- A. 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.
- B. Serve as a liaison between the Dean of the College of Law and the Director of Physical Plant with routine maintenance responsibilities of the facility, grounds, and parking lots.
- C. Coordinate and secure proposals from contractors and vendors to address maintenance issues not covered under this contract for the review and approval of the Director of Physical Plant.
- D. Coordinate all building modifications, repairs and minor projects.
- E. Initiate and track a standard comprehensive preventive maintenance program for all applicable building systems and equipment throughout the facility (i.e., mechanical, electrical, plumbing, etc.). Ensure that scheduled services are in accordance with the operational and maintenance manuals and incorporate a master calendar for all preventive maintenance tasks.
- F. Provide and utilize a computerized maintenance management system (CMMS) to track work requests, maintenance history, and reporting associated with the College of Law facility.
- G. Provide and manage building operations for the entire facility, grounds, and parking lots.
- H. Provide and manage the routine and emergency maintenance services.
 - 1. Develop maintenance procedures in accordance to the Operational & Maintenance manuals.
 - 2. Track and coordinate all applicable warranty information associated with the building systems.
 - 3. Develop a system to track and timely respond to all maintenance related issues to ensure a standard comfort level through facility.
 - 4. Prepare requisitions for maintenance parts and repair services that are not covered under this contract.
 - 5. Provide a skilled mechanical technician with a comprehensive understating of Siemens energy management control systems.
- I. Work closely with the Building Code official at FAMU to ensure that all modifications, repairs and renovations conform to all pertinent state, local and national code requirements.
- J. 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.
- K. 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.

3.2 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 pads 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.

Responds to trouble calls. Isolates faults in equipment wiring and circuits, and replaces or makes necessary repairs. Repairs tamper switches and resets fire alarms. Locates tripped breakers and recalculates line loads as required. Repairs 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. Replaces/repairs broken light fixtures and illuminated exit signs. Removes and replaces 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 high voltage substation, 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.

3.3 Elevator and Vertical system Maintenance and Inspections -

Contractor agrees to designate an elevator mechanic to perform on-site preventive maintenance procedures for elevators/escalator exclusive of emergency callback service, emergency repairs, scheduled repairs or safety tests which should be assigned to separate repair personnel. If work is required outside of Regular Hours, Owner/Agent will pay only the difference between normal and overtime labor at the Contractor's billing rate, as specified in Section I of this Agreement, except as otherwise provided. Inspections performed by city, county, state, or federal government and/or insurance agencies or representatives are included in this SPECIFICATION

3.4 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.

3.5 General Exterior Repairs: Parking lot, benches, tables, trash, receptacles, pressure washing and signage) - List threshold

3.6 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 requires the generator unsafe to operate, the generator must be turned off manually and locked/tagged. This must also be reported immediately to Florida A&M University and scheduled for repair and have the problem 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.

3.7 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; compressed air; natural gas; distilled deionizer, steam; 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, cooling towers, centrifugal and steam absorption units, an 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.

3.8 Energy Management:

Energy management will provide the overall energy management function at the College 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 College through the computerized College Energy Management 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.

3.9 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:

- A. The bidder shall inspect and test all plumbing pressure pump, sprinkler system, all the standpipe system and the fire pump.
- B. All plumbing fixtures to be inspected and tested regularly for leakage and such leakage to be corrected.

3.10 Facilities Maintenance:

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

A. Locksmith

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

B. 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.

C. 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.

D. 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.

E. Preventive Maintenance

Preventive maintenance is regularly scheduled repair and maintenance needed to keep building components, such as heating-ventilation air conditioning (HVAC) systems, roofs, plumbing, and electrical systems, operating efficiently and to extend their useful life. Preventive maintenance includes periodic inspections, lubrication, calibrations, and equipment replacement. Replacing filters in an air-handling unit on a regular basis is an example of preventative maintenance.

F. 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:

1. Fire Extinguishers (NFPA 10)
2. Fire Alarm Systems (NFPA 72)
3. Sprinkler systems (NFPA 25)
4. Emergency lighting (IFC 10)
5. Exit lights (60-minutes of illumination)
6. Means of egress lighting (60 minutes of illumination)

3.11: Minor Renovations/Construction and enhancement services will be on a reimbursable basis.

3.12 Trash Removal/Recycling

3.13: Pest Control Services.

3.14: Event set-ups (chargeable services as requested)

3.15: Office Space

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

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.

3.16 Building Services/Janitorial

- A. Soap, Paper and Feminine Hygiene Products - The Contractor will furnish all paper towels, soap, and toilet paper for restrooms, classrooms, and labs.
- B. Walk-Off Mats - Florida A & M University will be responsible for procurement replacement mats for the inside and outside of each building entrance.
- C. 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 windows cleaning.
- D. Level of Cleanliness - It will be the responsibility of the vendor to provide housekeeping services for the individual locations in keeping with high standards for 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.
- E. 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 3.8.4.
- F. Apply Florida Statutes, State University System guidelines, and the Department of General Services procedures when applicable.
- G. Recommend improvements based on the requirements and needs of the College of Law facility.

All chemicals and equipment must meet or exceed OSHA 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.

3.17 **Emergencies**

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

3.18 **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.

3.19 **Scheduling Housekeeping**

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

3.20 **Cleaning Requirement and Schedule Standard**

A. **CLASSROOMS/LABS**

1. **Daily**

- 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**

- 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
 - a. Spray buff floor
- 4. Semi Annually
 - a. Shampoo upholstered furniture
 - b. Renovate and refinish composition floors (apply 100% solid finish)
 - c. Shampoo carpets

B. LOBBY AND COMMON AREA

- 1. Daily
 - 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
 - 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 coners
 - d. Clean door glass
 - e. Dust intake vents
- 3. Quarterly
 - a. Shampoo carpet
- 4. Semi-Annually
 - 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

- 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

- 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
- f) Remove dust and cobwebs from ceiling area
- g) Dust all baseboards

3. Monthly

- a) Clean all partition glass
- b) Dust blinds

4. Semi Annually

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

D. RESTROOMS

1. Daily

- 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, shelves, frames, and ducts

2. **Weekly:**

- 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:**

- 1. Machine scrub floors
- 2. Wash all tile walls

E: **LOUNGE/VENDING AREA/CAFETERIA**

1 **Daily**

- 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:**

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

3. **Monthly:**

- a) Clean interior of trash containers

4. **Semi-Annually:**

- a) Scrub and refinish all composition floors, apply 100% solid finish

F. **STAIRWELLS**

1. Daily

- 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

- a. Mop stairs
- b. Damp clean hand rails, ledges, and sills

G. **ELEVATORS**

1. Daily

- a) Vacuum carpet
- b) Spot clean carpet
- c) Spot clean interior walls and doors
- d) Clean key board

2 Weekly

- a. Clean interior walls and doors
- b. Clean elevator tracks
- c. Pac vac carpeting

3.21 **SERVICE STATEMENT OF LANDSCAPE MANAGEMENT**

I. **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.

II. **Lawn Care:**

A. *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 taking into account the season.

B. *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.

C. Fungicide:

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

D. Pesticide:

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

E. 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.

III. Ground Cover Area/Shrub Areas:

A. Edging

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

B. 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.

Florida A & M University, College of Law facility site borders Hughey Avenue, Washington Street, Beggs Avenue and Robinson Street, and is adjacent to Interstate 4 in the downtown area of Orlando, Florida. The site consists of approximately 3.77 acres (164,000-square feet) and is located across the street from the Zora Neal Hurston State Building on the west and the Federal Courthouse building on the south. A pedestrian open space surrounds the building to create a campus-like environment between the College of Law and the existing State Office Complex.

The successful bidder will be responsible for providing and performing all required maintenance and facility services in an effort to maintain the facility to a high standard. This includes all infrastructures (i.e. mechanical, electrical, plumbing, and electronic systems); exterior and interior of the building; landscape and grounds; parking lots; and the plaza areas at all times. All components of the facility must remain operable at all times, however in the case of system failures the contractor must make every effort to repair systems in a timely manner to minimize downtime. All services rendered will be in accordance with the standards and requirements stated in this document. The decision to replace major components requiring system downtime will be made in consultation with the Director of Physical Plant and the Dean.

It is the responsibility of the contractor to supply and maintain the necessary personnel required to perform the services under this contract in a timely manner.

3.22 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, non-discrimination, 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 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.

4.0 REQUIRED PROPOSAL FORMAT

4.1. 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.

4.2. 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.***

Staffing Plan and Policies

1. Provide company's facility management resume of qualifications and experience (i.e., business plan, organization structure, years in business, references, etc.)
2. 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?)
3. Explain facility management and maintenance staffing plans for the campus.
4. Provide organizational charts recommended for this project.
5. 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 routine maintenance and preventive maintenance plan.
4. Explain building services / janitorial cleaning plan.
5. Explain grounds and landscaping maintenance plan.
6. Explain event set-up support plan.

**Florida A&M University
Procurement Department**

Price Sheet

First Fiscal Year October 1, 2015 – September 30, 2016: \$ _____

Second Fiscal Year October 1, 2016 – September 30, 2017: \$ _____

Third Fiscal Year October 1, 2017 – September 30, 2018: \$ _____

*** Fourth Fiscal Year October 1, 2018 – September 30, 2019: \$ _____**

*** Fifth Fiscal Year October 1, 2019 – September 30, 2020: \$ _____**

TOTAL CONTRACT PRICE: \$ _____

*** The fourth and fifth fiscal years are optional**

APPENDIX I
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

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 _____ 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

EVALUATION SCORING SHEET

**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 and Maintenance Experience	35	
2. Preventive Maintenance Plan	5	
3. Staffing Plans and Policies	15	
4. Operations Plans and Policies	15	
5. Overall Pricing	30	
	100	
Comments, if any:		

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

**APPENDIX II
CONDITIONS AND REQUIREMENTS**

SUPPLEMENTAL PROPOSAL SHEET

The below items of this RFP must each be initialed, as YES for "understood and agreed upon" and NO for "not agreed to." **Failure to complete and return this document with your proposal could result in rejection of your proposal. Proposers shall not check items as "understood and agreed upon" for submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.**

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
1.0	_____	_____	_____
1.1	_____	_____	_____
1.2	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____

2.9 _____

2.10 _____

2.11 _____

SECTION **YES** **NO** **PROPOSER INITIAL**

2.12 _____

2.13 _____

2.14 _____

2.15 _____

2.16 _____

2.17 _____

2.18 _____

2.19 _____

2.20 _____

2.21 _____

2.22 _____

2.23 _____

2.24 _____

2.25 _____

2.26 _____

2.27 _____

2.28 _____

2.29 _____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
2.30	_____	_____	_____
2.31	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____

PROPOSER COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

**APPENDIX III
CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, _____
certify to the Florida A&M University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX IV
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of face, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

PROPOSER COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____