INVITATION TO BID

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR VENDOR NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE: TELEPHONE NUMBER:

TOF-SKEL FREE NUMBER:

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

POSTING OF NEGOTIATION TABULATIONS
Negotiation tabulations with recommended awards will be posted for review by interested parties at the location where bids 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.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

GENERAL CONDITIONS

1. NEGOTIATION: Negotiation must contain an original manual signature of authorized representative in the space provided above. Negotiation 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 FAMU Vendor number shall appear on each pricing page of the bid as required.

2. NO RESPONSE: If not submitting a negotiation package, respond by returning only this INVITATION TO BID acknowledgement form, marking it "NO RESPONSE" 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 bid mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO RESPONSE", and it must be received no later than the stated bid opening date and hour.

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

4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.

3) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

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 bid evaluation purposes.

7. MISTAKES: Bidders are expected to examine the conditions, scope of work, bid prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.

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

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

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 bid opening. Inquiries must reference the date of bid opening and bid 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 a protest.

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 bid prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this bid and/or resulting contract shall cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:
   a) Contractor's name being removed from the Purchasing vendor mailing list.
   b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all reprocurement and cost.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise therefrom. Submissions of bids shall be in writing, and shall be submitted to the attention of 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 bid, proposer agrees not to use the results therefrom as a part of any commercial advertising.

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

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

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

20. ADDITION/DELETION OF ITEMS: The University reserves the right to add to or delete any item from this negotiation or resulting contract when deemed to be in the University's best interest.

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

22. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:
   a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
   b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
   c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
   d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

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

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

25. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after the effective date of the contract. In addition to the provisions of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

26. RENEWAL: The Purchaser reserves the option to renew the period of this contract or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less in which case the contract may be renewed up to 2 one year periods. Renewal of the contract period shall be by mutual agreement in writing.

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

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

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
INVITATION TO BID
ITB No.: 7409

Lease Space For The Florida A&M University (FAMU)
College of Pharmacy

Refer ALL Inquiries to:
Purchasing Department
Florida A & M University
208 Foote-Hilyer Admin. Center
Tallahassee, FL 32307
(850) 599-3203
(850) 561-2160 (facsimile)
Purchasing@famu.edu
Expanded Contents

INVITATION TO BID

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INVITATION TO BID NO. #7409

ITB TITLE: Lease space for the FAMU College of Pharmacy

OPENING DATE: September 24, 2009 TIME: 11:00 A.M.

1. PURPOSE - This invitation to bid is for the procurement of 5,514 square feet of net rentable measured lease space for the Florida A&M University (FAMU) College of Pharmacy in Davie, Florida. The leased space shall be suitable for use as a teaching and research laboratory with appropriate office space, adequate parking for faculty, staff and students, and shall comply with the provisions of Chapters 553 and 633, Florida Statutes, applicable for University buildings, including but not limited to the fire safety, life safety and disabled access.

The leased premises and the terms of the lease shall be in accordance with the laws of the State of Florida and the rules of Florida A & M University.

CALENDAR OF EVENT

September 16, 2009……………….Invitation issued
September 21, 2009……………….Questions due by 5:00 P.M.
September 22, 2009……………….Answer to Question posted on FAMU Purchasing Website
September 24, 2009……………….Bid opened @ 11:00 A.M.
September 28, 2009……………….Posting of Intended Award
October 2009………………….Contract Effective

2. UNIVERSITY PURCHASING STAFF – The Purchasing Department employee named in this paragraph will be responsible for this solicitation including amendments and necessary coordination with University departments and vendors/contractors. Please contact via email the following Purchasing staff: Mr. Willie Minton, Purchasing Coordinator, email: willie.minton@famu.edu or phone (850) 599-3203, Fax: (850) 561-2160.

3. UNIVERSITY RULES AND REGULATIONS – This solicitation will be governed by the rules of Florida A&M University Regulations 6.005 (9). LEASED PROGRAM and the provisions of University Regulations 7.009 and 553, Florida Statutes, applicable for University buildings. The resulting contract will not become binding until executed by the successful proposer and the University.

4. INVITATION TO BID FORM – All responses must be submitted on the Invitation to Bid Acknowledgement form in order to be considered in the award. The original form must be properly completed, executed and returned with the response by the bidder/proposer including all submittals, documentation, brochures or pertinent requirements. For the purpose of this solicitation, the terms respondent, vendor, bidder, proposer and contractor have the
same meaning. The paragraphs in the Special Conditions Section are numbered for the convenience of the University.

In its sole discretion, the University may withdraw this Invitation either before or after receiving bids/bids. The information provided herein is provided solely for the convenience of proposers/bidders. This Invitation is made subject to correction of errors, omissions or withdrawal without notice.

All costs incurred by a proposer/bidder in preparing and responding to this solicitation is for guidance only and each recipient hereof is cautioned and advised to independently verify all such information.

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

6. **AWARD/CONTRACT; TERM** - The University intends to select the most responsible and responsive bid taking into consideration the rates for the contract period stated herein. The University reserves the right to select bids/bids which in the opinion and discretion of the University will be in the best interest of the University and/or the most advantageous to the University.

The University and a bidder will be bound only if and when a bid/bid, as it may be modified, is approved by the University, and the applicable Lease Agreement thereto is approved, executed and delivered to the proposer/bidder.

The term of the lease agreement shall be from the time the lease is fully executed, which is anticipated to be **October 15, 2009 to September 31, 2014**. with the option to renew under the same terms, conditions and established pricing, if it is deemed to be advantageous to do so. Renewal of this contract shall be subject to funds lawfully appropriated by the Legislature of the State of Florida, other appropriate funding source or a specific allocation for the purposes state herein. Throughout the term of the lease, the agreed upon lease rate will remain firm.

The Lease Agreement will incorporate by reference, or provide otherwise, all the terms and conditions of this bid solicitation.

Prior to the making of an award, the University reserves the right to inspect the proposed premises to determine the suitability of the proposed premises for the use as contemplated by the University.

7. **APPROVAL** - A Lease Agreement will be issued as a result of this ITB with the understanding that all items delivered must meet the approval of the University official mentioned above. All approvals are made with the understanding that the lease terms and conditions are in conformance with all aspects of the bid specifications and any applicable rules of the University.

8. **POSTING OF BID TABULATION AND PROTEST PROCEDURES** - The University reserve the right to reject any and all bids/bids received either in whole or in part, with or without cause, or to waive any minor defects or bid/bid requirement, which is deemed by the University to be in the best interest of the University. All responses accepted by the University are subject to the University’s terms and conditions and any and all additional terms and conditions submitted by the bidders/proposers will be rejected and shall have no
force and effect. Offers from the bidders listed herein (on the tabulation sheet) are the only offers received timely as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

9. **PROTEST** - Any notice of protest or formal written protest to the award, intended award or University action which is filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

Any notice of protest or formal written protest to the specifications issued by the University must be filed within the time limits set forth in Section 120.57(3) (b), F.S.

Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits set forth in Section 120.57(3) (b), F.S.

10. **NOTICE OF BID/BID PROTEST, BONDING REQUIREMENT** - Any person or company/business who files an action protesting a decision or intended decision pertaining to bids administered by the University pursuant to Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to one (1) percent of the total volume of the contract or $5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

11. **PAYMENT TERMS** - Lease payments will be made as agreed upon and specifically provided for in the Lease Agreement.

12. **TERMINATION BECAUSE OF LACK OF FUNDS** – The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or specifically allotted for the purposes stated herein.

In the event funds become unavailable, the University may terminate the contract upon no less than twenty four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, via fax, overnight express mail or in person with proof of delivery. The University shall be the final authority as to the availability of funds.

13. **USE OF FUNDS FOR LOBBYING PROHIBITED** – The contractor or vendor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or state agency.

14. **PUBLIC ENTITY CRIMES** - By submitting a bid/bid, the bidder/proposer certifies that s/he, it and its employees who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof, as provided in Section 287.133, Florida Statutes.
15. **PUBLIC RECORDS; ACCESS; UNILATERAL CANCELLATION** – The successful bidder/proposer shall provide and make available to the University, or the University’s agent, all of the bidder/proposer’s books and records, as they relate to the lease payments paid and the lease terms and conditions under the Lease Agreement, for inspection and/or audits, and any other organization conducting reviews for the University, upon reasonable notice throughout the term of the Lease Agreement.

In addition, the successful bidder/proposer must retain all records concerning the compensation paid hereunder in proper order for up to three (3) years following the expiration of the Lease Agreement. The University, or the University’s agent, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during the three (3) year period. This provision shall survive the expiration of the Lease Agreement.

The Lease Agreement is subject to immediate and unilateral cancellation by the University due to failure by the bidder/proposer to provide open access to their records for inspection by authorized representatives.

16. **GOVERNING LAWS** – The Lease Agreement shall be governed by the laws of the State of Florida.

17. **TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the University for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, prior to the bid opening date and time, shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall have done the following:

18. **DRUG FREE WORKPLACE**

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section.

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

19. **EQUAL OPPORTUNITY STATEMENT** – Florida A & M University (FAMU) System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

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

20. **ACCOMMODATIONS FOR DISABILITIES** - Please indicate if special accommodation because of a disability is needed. If an accommodation is needed in order to participate in this activity, please contact the Purchasing Department at (850) 599-3203 at least seven (7) days prior to the activity. Contact the Purchasing Director or the Assistant Director. You may e-mail your request to purchasing@famu.edu.

21. **INTERPRETATION** – No interpretation of the meaning of this Invitation will be made to any bidder orally. Each request shall be made in writing, addressed to the Purchasing Coordinator referenced in the Special Conditions on page (5) and must be received within 72 hours of the bidder/proposer’s receipt of this invitation.

In case the University find it necessary to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, a written Amendment will be issued to the Invitation to Bid which will mailed to all prospective bidders.
22. **NON-RESPONSIVE BIDDERS**

   a. Bids which do not meet all mandatory requirements of this ITB or which fail to provide all required information, documents or materials will be rejected as non-responsive. The University reserves the right to determine which bids/bids meet the mandatory requirements of the ITB.

   b. Proposers which in the University’s judgment, after the evaluation of documents required to be submitted in response to this ITB, do not possess the capability to perform the Lease requirements or the integrity and reliability to assure good faith performance based on past experience, shall be rejected as non-responsive.

23. **ADDITIONAL INFORMATION**

   The University reserves the right to request additional information from bidder/proposers, including an inspection of the proposed lease property, in order to make a thorough review and fair comparison of all bids submitted. Failure to request additional information is not to be construed as an error on the part of the University.

24. **AVAILABILITY OF FUNDS**

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

25. **CONTRACTION'S INSURANCE**

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

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

   All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida. Florida A&M University Board of Trustees, Florida A&M university, Florida Board of Education and the State of Florida shall be listed as additional insureds for general liability and automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certification of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Purchasing Department thirty (30) days written notice in advance of any material alteration or cancellation.
The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

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

Automobile Liability
Combined Single Limit - $1,000,000 each occurrence

Worker's Compensation and Employer's Liability
Worker's Compensation limit of liability as provided by Florida Statutes Chapter 440.
Employer's Liability $500,000

Professional Liability
$1,000,000 per occurrence

Evidence of the required insurance coverage must be provided to Florida A&M University, Purchasing Department, Foote-Hilyer Adm. Ctr., Room 210, Tallahassee, FL 32307; Attention: Purchasing Director. Such evidence is to be submitted for approval not less than ten (10) calendar days prior to the commencement of the term of the agreement.

26. **IDENTICAL TIE BIDS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction
of, or plea of guilty or nolo contendre to, any violation of chapter 893 or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section.

In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid/proposal, which relates to commodities manufactured within the State of Florida or from any foreign manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid/proposal from any other bidder/proposer and any other foreign manufacturer, respectively.

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

27. **ACCOMMODATIONS FOR DISABILITIES**

Please indicate if special accommodation because of a disability is needed. If an accommodation is needed in order to participate in this activity, please contact the Purchasing Department at (904) 599-3203 at least seven (7) days prior to the activity. Contact the Purchasing Director or the Assistant Director.

28. **SPECIFICATIONS**

Bidders are required to meet or exceed the specifications below.

a. The building need to be I-95 and I-595 accessible.
b. The University need at least 5,514 of usable square feet of space with common area.
c. The Lessor must be willing to build out space to Lessee’s specification.
d. Lessor must provide at least two (2) University approved signs affixed to the exterior of the building.
e. Lessor must provide at least thirty (30) free parking spaces.
f. The building must be a medical, health or educational facility.
g. The lease term should be five (5) years.
29. **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 for identification.

1. Invitation to **Bid Acknowledgment Form**, completed, executed and signed.

2. Submit the **Price Sheet**, and acknowledgment of amendments form issued by the University.

3. Submit copy of required **Business License**.

4. Submit copy of required **Insurance**.

5. Submit **three (3) references**: including name of company, contact person and phone number.

**Florida A&M University reserves the right to contact any References, Businesses, or Institutions submitted.**
1. The University seeks bids responses for a minimum of 4,800 square feet of office space including office furniture. The University will lease the space for five (5) year, October 23, 2009 to September 30, 2014.

   a. Total Square Feet Offered-----------------------

   b. Cost Per Square Foot------------------------- $___________

   c. Total Monthly Lease-------------------------- $___________

2. Renewal Cost

   a. Total Square Feet Offered-----------------------

   b. Cost Per Square Foot------------------------- $___________

   c. Total Monthly Lease-------------------------- $___________
AMENDMENTS ISSUED BY THE UNIVERSITY

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

Amendment No. _____ Dated ____________ YOUR INITIALS

Amendment No. _____ Dated ____________ YOUR INITIALS

Amendment No. _____ Dated ____________ YOUR INITIALS

COMPANY'S NAME

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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

PHONE NUMBER FAX NUMBER

EMAIL ADDRESS
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, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the University or one of its agencies:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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, ____, 2009.

____________________________________________________

Signature

____________________________________________________

Print Name and Title