REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES

Bidder Acknowledgement

Page 1 of 49
PROPOSALS WILL BE OPENED
January 5, 2010 @ 11:00 AM
PROPOSAL NO. 7408

MAILING DATE: December 3, 2009

PROPOSAL TITLE: Environmental Consultant Services

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

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 from, 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/services 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 proponent.

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 20.573(3), Florida Statutes and University Regulation 6.005(9)(c), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Authorized Signature (Manual)

Authorized Signature (Typed) & Title

General Conditions

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 acknowledgement form, marking it "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 furnished 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.

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

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 wishes 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 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 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 moneys 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 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.

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 fail 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 will 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 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.

PUR 7033 (Rev 05/09)
Request for Proposal

Contract for Environmental Consultant Services

RPF Number: 7408

Replies Due: January 5, 2010

Refer ALL Inquiries to:
Stephany R. Fall
Purchasing Department
Florida A&M University
210 Foote-Hilyer Adm. Center
Tallahassee, FL 32307
(850) 599-3203
(850) 561-2160 (facsimile)
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Ordering Instructions
Savings/Price Reductions
Reference Summary Form
Certification of Drug-Free Workplace Program
Request for Notification of No Award
Notice of Conflict of Interest
Non-Collusion Affidavit
Statement of No Involvement
Request for Proposal

Florida A and M University (FAMU), acting for and on behalf of the Board of Trustees invites interested firms to submit Proposals in accordance with these solicitation documents. The purpose of this solicitation is to seek qualified Proposers interested in providing Environmental Consulting Services which is described more particularly in the technical specifications.

As described in the solicitation documents, the following anticipated timeline applies to this solicitation (later dated and events contingent on award):

- **December 3, 2009**  Solicitation issued
- **December 11, 2009**  Questions due by 5:00 p.m.
- **December 17, 2009**  Answers to Questions posted on FAMU Purchasing Website
- **January 5, 2010**  Responses opened at 11:00 a.m.
- **January 7, 2010**  Evaluations Begin
- **January 13, 2010**  Presentations (if requested)
- **January 20, 2010**  Negotiations Begin
- **January 25, 2010**  Posting of Intended Award
Instructions to Proposers

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1.01 Definitions: See the technical specifications and general conditions for definitions of “Bid,” “Contract,” “Contractor,” “Customer,” “Contract Purchasing Agent,” “University,” “Proposer,” “Product,” “RFP,” “Reply,” and which terms are materials to these instructions.

1.02 General Instruction: The Proposer shall read all of the solicitation documents and comply with all specified requirements.

1.03 Terms and Conditions: All Replies are subject to the terms of the following sections of these solicitation documents, which, in case of conflict, shall have the order of precedence listed: technical specifications; instructions to Proposer; and general conditions. These terms and conditions supersede the “general conditions” contained in the RFP Acknowledgement form (PUR 7033 Rev. 05/2009), which is included in section 4.0 of these solicitation documents. The objects to and shall not consider any additional terms or conditions submitted by a Proposer, including any appearing in documents attached as part of a Proposer’s Reply. In signing and submitting its Reply, the Proposer agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and
conditions, including those specifying information that must be submitted with a Reply, shall be grounds for rejecting a Reply.

1.04 Amendments to the Solicitation Documents: The University shall post amendments to the solicitation documents on the Florida A&M University Website at http://www.famu.edu/index.cfm?Purchasing&Solicitations. Each Proposer is responsible for monitoring this site for new or changing information.

1.05 Proposal Evaluation Criteria: The University shall evaluate responsive replies and score them on a scale of 1 to 100 using the criteria as outlined in section 2.4. Evaluators will evaluate Contractor’s Qualifications, Capability to meet the University Requirements, ability to complete contract term, availability and Rate Structure, using the information provided by Contractor in the Proposal. The University anticipates awarding the Contract (if any award is made) to highest evaluated, responsive and responsible Contractor as determined by the University.

- Clarifications: Contractor’s qualifications and experience in successfully providing the required Environmental Consultant Service may be required to provide more detailed clarifications of their Reply, by providing interactive presentations of the Reply, and to enter into preliminary negotiations with the University. Based on the clarifications, presentations and preliminary negotiations, the University will further evaluate each of the selected Replies by major category to determine major consistency with the solicitation. Upon determination that its best interest would be served, the University shall have the right to obtain information regarding the ability of any Proposer to perform, and use such information as consideration in evaluating the Proposer’s Reply.

- The University may then, after ranking each of the major components, may select the Proposer for further negotiations, or the University may reject all Replies. The University reserves the right to accept components of competing Replies and merge such components into one project, including each entity offering such components.

- Based on the Reply evaluation process and the clarification and preliminary negotiation process, the University may enter into negotiations starting with the best-ranked Proposer and may select components from different Replies to achieve the best solution for the University. The focus of the negotiation will be on achieving the best, most cost-effective, reliable and efficient solution.

- The University reserves the right to negotiate concurrently or separately with competing Proposers.

1.06 Questions: Proposers shall address any question regarding this solicitation to the Director of Purchasing, who is identified on the cover sheet of this solicitation package. Questions shall be in writing, shall reference the RFP number and the bid opening date, and shall be RECEIVED NO LATER THAN DECEMBER 11, 2009, and shall be answered in writing on or before December 17, 2009. The University shall post amendments to the solicitation documents on the Florida A&M University Website at
http://www.famu.edu/index.cfm?Purchasing&Solicitations under the posted solicitation number. Each bidder is responsible for monitoring this site for new or changing information. The University shall not be bound by any verbal information or by any written information that is not either contained within the solicitation documents or formally noticed and issued by the Contract Purchasing Manager. Questions shall not constitute formal protest of the specifications or of the solicitation.

1.07 Conflict of Interest: This solicitation is subject to chapter 112 of the Florida Statutes. Proposers shall disclose with their Reply the name of any officer, director, employee or other agent who is also an employee of the University. Proposers shall also disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor or its affiliates.

1.08 Convicted Vendors: A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list: submitting a bid on a contract to provide any goods or services to a public entity; submitting a bid on a contract with a public entity for the construction or repair of a public building or public work; submitting bids on leases of real property to a public entity; being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

1.09 Discriminatory Vendors: An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1.10 Bidder’s Representation and Authorization: In submitting a bid, each bidder understands, represents, and acknowledges the following (if the bidder cannot so certify to any of following, the bidder shall submit with its bid a written explanation of why it cannot do so).

- The bidder is not currently under suspension or debarment by the University or any other governmental authority.
- To the best of the knowledge of the person signing the bid, the bidder, its affiliates, subsidiaries, directors, officers, and employee are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
• To the best of the knowledge of the person signing the bid, the bidder has no delinquent obligations to the University, including a claim by the University for liquidated damages under any other contract.

• The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

• The bid prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other bidder or potential bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any bidder or potential bidder, and they will not be disclosed before bid opening.

• The bidder has fully informed the University in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of University or federal antitrust laws with respect to a public contract for violation of any University or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

• Neither the bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, University, or local government transaction or public contract; violation of federal or University antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property; or
  o Has within a three-year period preceding this certification had one or more federal, University, or local government contracts terminated for cause or default.

• The product offered by the bidder will conform to the specifications without exception.

• The bidder has read and understands the Contract terms and conditions, and the bid is made in conformance with those terms and conditions.

• If an award is made to the bidder, the bidder agrees that it intends to be legally bound to the Contract that is formed with the University.
• The bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the bid.

• The bidder shall indemnify, defend, and hold harmless the University and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the bidder’s preparation of its bid.

• All information provided by, and representations made by, the bidders are material and important and will be relied upon by the University in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the University of the True Facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817 of the Florida Statutes.

1.11 Performance Qualifications: The University reserves the right to investigate or inspect at any time whether the Product, qualifications, or facilities offered by bidder meet the Contract requirements. Bidder shall at all times during the Contract term remain responsive and responsible. Bidder must be prepared, if requested by the University, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the bidder for the production, distribution, and servicing of the product bid. If the University determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the University may reject the bid or terminate the Contract. Bidder may be disqualified from receiving awards if bidder, or anyone in bidder’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the University to make an investigation either before or after award of the Contract, but should the University elect to do so, bidder is not relieved from fulfilling all Contract requirements.

1.12 Execution of Bid: Each bid shall be in the form included with these solicitation documents and manually signed by an authorized representative of the Proposer. Bids shall be typed or printed in permanent ink. Any correction or alteration shall be in ink and initialed. The Proposer’s name shall appear on each page of the bid in the space noted. Each bid shall include the RFP Acknowledgement form (PUR 7033 Rev 5/2009), but the “General Conditions” of that form are superseded by the terms of and conditions of these solicitation documents. Each reply shall include a copy of the Contract form, signed by a person authorized to bind the Company.

1.13 Submittal of REPLY’S: Submit the original reply and five (5) copies in a sealed envelope. DO NOT INCLUDE MORE THAN ONE REPLY PER ENVELOPE. The face of the envelope shall indicate University Purchasing address, the
Invitation to Negotiate number, and date and time of the reply opening. Reply's not submitted on the forms included with these solicitation documents shall be rejected. Each Proposer is responsible for ensuring that its reply is delivered at the proper time and to the proper place. The University shall not consider late reply's. **REPLY'S MUST BE RECEIVED AT FLORIDA A&M UNIVERSITY PURCHASING DEPARTMENT, FOOTE-HIYLER ADMINISTRATION CENTER, ROOM 208, TALLAHASSEE, FLORIDA, AT OR BEFORE 11:00 A.M. ON JANUARY 5, 2010.**

1.14 **BID Tabulation:** Reply's shall be opened on the date specified on the RFP Acknowledgement form (PUR 7033 Rev. 5/2009), or as amended, and thereafter tabulated. Reply tabulations will be furnished upon written request. The University shall not provide bid tabulations by telephone.

1.15 **Special Accommodation:** Any person requiring a special accommodation because of a disability should call Purchasing at (850) 599-3203 at least five (5) workdays prior to the reply opening.

1.16 **Firm Bids:** The University may make award within ninety (90) days after the date of the opening, during which period reply shall remain firm and shall not be withdrawn. If award is not made within ninety (90) days, a reply shall remain firm until either the University awards the Contract or the University receives from the Proposer written notice that the bid is withdrawn. Any reply that expresses a shorter duration may, in the University's sole discretion, be accepted or rejected.

1.17 **Clarifications/Revisions:** Before award, the University reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of Replies from all Proposers deemed eligible for Contract award. Failure to provide requested information may result in rejection of the bid.

1.18 **Contract Formation:** No Contract shall be formed between bidder and the University until the University signs the Contract. The University shall not be liable for any costs incurred by a Proposer in preparing or producing its Reply or for any work performed before the Contract is effective.

1.19 **Notice of Award:** The University shall issue a notice of award, if any, to successful Proposer.

1.20 **Contract Overlap:** Proposers shall identify any Products covered by this solicitation that they are currently authorized to furnish under any other contract with the University. By entering into the Contract, a Contractor authorizes the University to eliminate duplication between agreements in the manner the University deems to be in its best interest.

1.21 **Public Records:** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a bidder believes that its bid contains information that should not be a public record, the bidder shall clearly segregate and mark that information (for example, stamp each page “Confidential” and place it in an envelope marked “Confidential”) and briefly describe in writing the grounds for claiming exemption from the public records.
law. The University will not independently evaluate the bidder’s claim of exemption. If the University receives a public records request related to the bid, the University shall notify the bidder in writing at least seven days before making the information available for review by the requester. The bidder shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. If the bidder fails to do so, the University shall make the information available for review. In no event shall the University or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

1.22 PROTEST

Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered, a notice of intent to protest and a formal written protest must be filed within the time limits set forth in Section 120.57(3)(b), Florida Statutes. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

a) Posting DATES AND TIME of the bid tabulation will take place as indicated below. If unable to meet this posting schedule, the University will notify the bidders of the recommended action/award via fax or telephone communication with proof of delivery. From 01/25/2010 through 01/28/2010 for a 72 hour period.

b) Any notice of intent to 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.

c) Any notice of intent to 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.
Technical Specifications

Contents

2.01 Contract Term and Pricing
2.02 Scope of Work
2.03 Experience and Other Miscellaneous Requirements
2.04 Criteria for Evaluation
2.05 Proposal Submission Format and Required Information

2.01 Contract Term and Pricing

The initial term of the contract shall commence from date Contract execution for a period of two years. This contract may be renewed for two (2) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty days (120) prior to the expiration of this contract, nor later than the final day of the contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.

All prices offered herein shall be firm against any increase for the initial contract term. After this date, it shall be the vendor’s responsibility to notify FAMU Purchasing Office and Environmental Health and Safety in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona fide manufacturer’s documents or price list reflecting the changes.

FAMU reserves the right to accept or reject within thirty (30) days after the request for a price increase. If the price increase is rejected, the specific item in question will be cancelled or not renewed. If the price increase is approved, the price will remain firm for at least one (1) year from the date of the increase.

Should it become necessary for FAMU to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall become null and void.

2.02 SCOPE OF SERVICES

The selected consulting firm shall provide environmental services for the items outlined below. The Director of Environmental Health and Safety or his designated representative will assign or approve all work prior to commencing.

1. Asbestos Management Program: Proposing Environmental Consulting Firm must be a registered Florida Asbestos Business in good standing with the Florida Department of Business and Professional Regulation
(F.S.469, F.S. 61-E1) under the direction of a full-time State of Florida Licensed Asbestos Consultant (LAC) and an available Certified Industrial Hygienist (CIH) and shall provide the following full-time staff personnel with the following current certifications, licenses, and accreditations:

- Florida Licensed Asbestos Consultant (LAC)
- Certified Industrial Hygienist (CIH)
- EPA Accredited Asbestos Inspector
- EPA Accredited Asbestos Management Planner
- EPA Accredited Asbestos Project Designer
- EPA Accredited Asbestos Project Monitor (NIOSH 582 or equivalent)
- EPA Accredited Asbestos Contractor Supervisor

2. Training Services: Provide both Operations and Maintenance and 2 hour Awareness asbestos training for Building and Maintenance Services (POM) as requested by the Department of Environmental Health and Safety.

3. Design Services: Develop work plans for asbestos abatement and present (4) copies to Environmental Health and Safety, to include but not limited to design services, as needed using the National Institute of Building Services guide, or equivalent. Design will include field verification of information, additional sampling if required, drawings, including time and cost estimates.

4. Project Coordination: Conduct project coordination for asbestos abatement projects as requested by FAMU, to include but not limited to the following:

- Coordination with site personnel
- Pre-bid conference at site
- Pre-construction conference at site
- Review estimates and payment request from contractors and provide recommendations
- Review change orders and provide recommendations
- Provide technical interpretation of specifications
- Provide technical expertise to Environmental Health and Safety
- Issue work stop orders after approval by Environmental Health and Safety of immediate endangerment
- Coordinate all tasks associated with project completion
- Development and submittal of approved contract reports to Environmental Health and Safety, four (4) copies within 30 calendar days of project completion
- Ensure completion of contractor clean-up and re-setup where appropriate and required before approval of project completion

5. Contract Administration
• Provide full time contract management only when the contractor is on site and when requested by Environmental Health and Safety. Ensure compliance with project technical specifications.

• Inspection of contractor activities for compliance with specifications
  ▪ The consultant is responsible for the supervision of the contractor's abatement operation.
  ▪ Will notify Environmental Health and Safety and document circumstances of
  ▪ Non-compliance.
  ▪ Coordinate with Environmental Health and Safety on activities beyond consultant's scope or authority.
  ▪ Verify when project is complete and immediate notification to Environmental Health and Safety.

• Compliance Monitoring
  ▪ Air monitoring to determine compliance with project specifications.
  ▪ Consultant shall not provide contractor personal air monitoring to comply with OSHA.
  ▪ Final air monitoring

6. Radon Program Management

  ▪ Consultant should be or in contract with a Registered Florida Radon Business in good standing with FDBPR and shall provide the following personnel with current training and certifications, licenses and/or accreditations:
    ▪ EPA Radon Measurement Specialist Accreditation
    ▪ EPA Radon Mitigation Specialist Accreditation
  ▪ Provide radon program management services when requested to ensure compliance with F.S. 404.056 to include but not limited to:
    • Determine the rooms, buildings which require testing or re-testing for locations testing positive radon levels above the safe regulatory levels Perform Radon testing in rooms and buildings using protocols outlined in F.S. 404.056.
    • Design proper and most cost effective method of remediation.

7. Lead Hazard Program Management

  Provide lead hazard assessment services under the direction of the consultants office staff personnel with the following current training certifications/licenses and/or accreditations per EPA Region IV, State of Florida:
  • EPA Lead Awareness
  • EPA Lead Inspector
  • EPA Lead Risk Assessor
  • EPA Lead Contractor/Supervisor
  • Evaluate the degree of lead hazards at FAMU buildings as requested
  • Determine and design lead abatement project specifications.
• Provide lead abatement project oversight, monitoring, air sampling and post verification.
• Ensure compliance with all applicable State and Federal Regulations in all phases of testing, removal and disposal of lead-based paint and/or building materials.

8. Indoor Air Quality

- Provide Indoor Air Quality Investigation services under the direction of the consultants’ CIH and office staff personnel with current training/certifications/licenses, and/or accreditations in evaluating, testing and studies to determine the merit of reported adverse health impacts/illnesses thought to be caused or exacerbated by workplace common contaminants.
- Where contaminants are found to be detrimental to the health of students, employees, or visitors, a plan will be devised to remove and dispose of microbial airborne or chemical contaminants.
- Provide training in indoor environmental quality awareness when requested by Environmental Health and Safety.

9. Safety

- Provide safety consulting services under the direction of the consultants Certified Safety Professional with current training/certifications/licenses and/or accreditation in safety assessments, audits and evaluations as requested by Environmental Health and Safety.
- Provide safety assessment, audit and evaluation training as requested by Environmental Health and Safety.

10. Environmental Site Assessments

- Provide Phased ESA’s as required by Environmental Health and Safety in accordance with all applicable standards and guidelines, including FDEP, ASTM, etc.
- Site geology and hydro-geologic assessments and studies as required determining water and soil contamination under direction of the consultants, Professional Geologist and office staff in accordance with applicable guidelines.
- Provide advice and consultation on all environmental site assessments as required and requested by Environmental Health and Safety.

11. Above/Underground Tanks

- Provide compliance survey of above and/or below-ground tanks under the direction of the consultant’s Professional Engineer and office staff personnel in accordance with FDEP and all applicable Federal, State and local requirements.
• Provide plans and oversight for proper installation, removal, modifications or maintenance such as but not limited to:
  • Design and testing of catholic protection system
  • UST’s or integral piping
  • Overfill protection and spill containment (SPCC Plans)
  • Secondary containment
  • Release detection devices
  • Dispenser liners; and
  • Internal linings.

2.03 Experience and Other Miscellaneous Requirements:

The Contractor(s) shall maintain a current business license. The Contractor(s) shall keep current all licenses and permits, whether Municipal, County, State, or Federal required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Consultant(s) shall include a copy of all applicable licensing with their proposal. Provide documentation of applicable license, certification, and or commercial experience involving the services described herein. Consultant must have all appropriate and current insurance for all work to be performed for the FAMU environmental projects. FAMU reserves the right to request documentation at any time during the contract period.

1. The Reply must contain a narrative description of the Proposer’s organizational structure, and at the minimum, must include its subsidiaries, parent corporations, officers, as well as details concerning the number of facilities by geographic locations and a list of services to be provided.

2. The Reply must describe the Proposer’s experience, including the experience of its subcontractors and or partners, with this type of service. Describe any similar or related work experience and applicable technical expertise. Experience and technical expertise shown by the Proposer should include work done by the individuals who will be performing the required services as well as the overall experience of the Proposer’s company.

3. The Proposer must supply reference summaries from three (3) University, businesses or government agencies for which they have provided similar services for in the past for the Contractors, subcontractors or partners. The Proposer must include with its Reply a Reference Summary Form, which is included in section 4.0 of these solicitation documents.

4. The Reply shall provide financial information demonstrating the Contractor and subcontractor’s ability to perform services. Replies must be clear, accurate and sufficiently detailed to enable the University to evaluate the Proposer’s company profile, and must include:
   a. State in which incorporated and date of incorporation, and if not incorporated, indicate type of business (e.g., partnership, sole proprietorship, etc.);
b. Financial statement for each of the last three years (if this is included as an appendix to the Reply, please reference the appendix number);

c. State whether the Contractor or subcontractor has had a contract terminated for default within the past five years, and if so, describe in detail;

d. State whether the Contractor or subcontractor has filed for bankruptcy protection in the past five (5) years, or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so provide Court and case number; and

e. Describe in detail a plan to provide continued service and support to the University in the event the Proposer’s company goes out of business, merges with another company, is acquired by another company, etc.

5. Office Location and Project Response
   a. Note approximate distance of responding office to Tallahassee, Florida
   b. Provide response time and procedures to be utilized in order to mobilize a team and respond to an emergency call during normal work hours after the firm has been contacted by phone.

2.04 Evaluation Criteria:

FAMU expects to consider responses from Proposers who meet the following minimum standards:

- The Proposer’s ability to integrate all of the requested criteria;
- Documented successful experience in the provision of the scope of services contained herein for clients of similar scope and size;
- Contact person(s) readily available to service FAMU on a day-to-day basis, FAMU reserves the right to approve the contact person(s).
- Meets the requirements as outlined in Section 2.3 “Experience and Other Miscellaneous Requirements.”
- Able to complete the expected contract term in full compliance with this RFP.

The evaluation criteria are listed below:

1. Proposer’s Business History, Experience and Organization

   Maximum 30 Points

   A. Experience of the Proposer and the extent in which the Reply illustrates the Proposer’s project understanding, and prior experience with projects involving this Scope of Services that were similar in type, size, and complexity.

      Maximum 10 Points

   B. Demonstrate your commitment to quality assurance/ control in the Performance of the Scope of Service.

      Maximum 10 Points
C. Diversity of the project team. Proposer’s documented use and/or attempts to use minority business as subcontractors in the analysis. The full 10 points will be awarded to a minority business that responds to this RFP as the prime Contractor. A maximum of 6 points will be awarded if the Contractor that uses a minority business as a subcontractor and provides the highest percent of work going to a minority subcontractor.

Maximum 10 Points

2. Proposer’s Statement of Environmental Services Offered

Maximum 25 Points

The extent to which the Response presents a comprehensive, coherent, consistent, and workable plan for timely deploying the Environmental Services consistent with the requirements of this RFP, including an assessment of the deliverables and services proposed.

3. Price Structure

Maximum 20 Points

The extent to which the Reply presents a comprehensive, consistent, and workable pricing for cost effective and timely delivery of required Environmental Services consistent with the Technical Specifications, which is in section 2.0 of these solicitation documents and the Price Schedule by Categories form, which is included in section 4.0 of these solicitation documents;

4. Capacity

Maximum 15 Points

Whether the Proposer has the financial capacity, including any necessary financial commitments, to timely provide Environmental Services;

5. Customer Support Services

Maximum 10 Points

The extent to which the Reply provides sufficient information on how accessible Contractor’s Support Services is available to the staff of the University;

2.05 Proposal Submission Format and Required Information

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit one (1) original along with five (5) exact duplicates for a total of six (6) proposals. Proposals not meeting the requirements below may be determined to be non-responsive, non-responsive proposals will receive no further consideration.

Table of Contents: Please clearly outline and identify the material and response by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
1) **Tab 1 – Cover Letter:** Provide a cover letter indicating your company’s understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the company’s interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer’s organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. Include the following signed forms:

   (a) Proposal Form
   
   (b) Dispute Resolution Clause
   
   (c) Fair Labor Standards Act – “Hot Goods”
   
   (d) Public Entity Crimes
   
   (e) Drug Free Workplace
   
   (f) Insurance Certificate

In this section, clearly demonstrate your Proposer(s) familiarity with Environmental Consulting Services.

2) **Tab 2 – Qualifications:** Summarize the qualifications of the Proposer. Where the project team includes sub-consultants, qualifications of the proposed sub-consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of the FAMU contract. Please include education, certification, licenses, professional credentials and experience. Please include an organizational chart, showing lines of communication, responsibilities, etc.

3) **Tab 3 – References:** Please provide three (3) references. You must duplicate this form to provide the required number of references. Include the name of the customer, address, contact name, telephone numbers, including facsimile number, and e-mail address. Please include only references within the previous thirty-six (36) months. FAMU may contact these references during the evaluation process. FAMU may utilize other references information on a Proposer’s capability to determine performance history. Negative references, at FAMU’s sole discretion, may be cause for disqualification of Proposer.

Each Proposer should include under this tab, in tabular form, summary information for all contracts of similar size and scope performed by the Proposer, or team, within the past five (5) years. Information provided for each job shall include:

   (a) Contract/name
(b) Agency/department/office for which performed

c) Dates of the contract

d) Owner’s contract/project manager or other representative

e) Consultant’s role and level of involvement

(f) Contact person

(g) Dollar value of the contract

FAMU reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer’s performance on the listed jobs.

4) **Tab 4 – Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the items in Section 2.2 and provide reports or samples if requested. Indicate any exceptions to the scope of services of the RFP or alternatives for FAMU to consider. Summarize your approach and understanding of the services and any special considerations of which FAMU should be aware. Provide a comprehensive implementation plan.

5) **Tab 5 – Price Structure:** The Proposer must provide their pricing for services listed in Section 2.2

6) **Tab 6 – Small Business Participation:** FAMU expects participation of small or/and minority business enterprises in the provision of goods, services, and construction. If third-party agreements are necessary for the Contractor(s) to complete this contract, FAMU recommends using a certified minority/small business. Indicate your status as a minority/small business, or provide your plan to incorporate small businesses in the project. Provide evidence (copies) of any certifications. An on-line directory of all certified small and minority-owned business enterprises accepted by FAMU can be found at [https://vendorestrator.dms.myflorida.com/directory](https://vendorestrator.dms.myflorida.com/directory).

Explain how your company will support FAMU’s Small Business Encouragement Program, including the development and transmittal of quarterly progress report data to the Office of Supplier Diversity.

7) **Tab 7 – Customer Support Services:** Explain your company's policy regarding quality assurance/quality control.

8) **Tab 8 – Licenses, Certifications and Insurance:** A reproduction of the firm’s current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered. A verification of the current status with the appropriate State Board may be made before the recommendation and approval of a firm’s selection is finalized.
9) **Tab 9 – Litigation Statement**: Has your organization, or any office or partner thereof, ever been party to any litigation as the result of work methods, costs, etc. associated with any of the services defined in the Scope of Services section of this RFP.
General Conditions

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3.01 **Definitions:**

The term “bid” means the same as the Proposer’s Reply to this solicitation.

"Board" means The Board of Trustee’s for FAMU

“Contract” means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the University and the Contractor.

“Contractor” means a successful Proposer, which, along with the University, will enter into the Contract.

“Contract Purchasing Agent” means the University Senior Purchasing Agent employee who is primarily responsible for administration of the Contract. The University may appoint a different Contract Purchasing Agent, which shall not constitute an amendment to the Contract, by sending notice to Contractor. Any communication to the University by the Contractor, by University Customer Contract managers or Contract administrators, or by other Customer purchasing officials, shall be addressed to the Contract Purchasing Agent.

“Approval” means a purchase order will be issued as a result of this RPF with the understanding that all items delivered must meet the approval of the University official mentioned below. Materials services not acceptable will be returned for credit. All approvals are made with the understanding that services and materials are in conformance with all aspects of the bid specifications. Approving official: Mr. Andrew Balogh, Director, Environmental Health and Safety, Florida A &M University, Plant Operations Facility, Building A, Suite 120, 2400 Wahnish Way, Tallahassee, Florida 32307, Telephone: (850) 599-8020.

“Customer” means the University departments and other eligible users that will order Products directly from the Contractor under the Contract. By ordering Products under the Contract, the Customer agrees to its terms. Customers are not, however, parties to the Contract.

“Department” means the Florida A&M University Purchasing Department a department within the Division of Administrative and Fiscal Affairs, is responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract. University Purchasing Department may be reached at Foote-Hiyler Administration Center, Room 208, Tallahassee, FL 32307, (850) 599-3203, or via e-mail links posted at Purchasing@famu.edu. The University reserves the right to Contract with a third-party service provider to assume responsibility for administration of the Contract.

“RFP” means this solicitation for Replies from Proposers as an Request for Proposal.

“Proposer” means the person submitting a Reply to this solicitation.

“Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
“Purchase Order” means the form or format a Customer uses to make a purchase under the Contract, which shall be through the Agency Agreement between the Contractor and the Customer.

“Reply” means the offer extended to the University in response to this solicitation. The forms to accompany the Reply are included in section 4.0 of these solicitation documents.

“University” means Florida A&M University (FAMU), acting for and behalf of FAMU Board of Trustee’s. The University will be party to the Contract. "Purchasing Department," a department within the University's, is responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract. Purchasing may be reached at Foote-Hilyer Administration Center, Room 208, Tallahassee, FL 32307, (850) 599-3203, or via e-mail at Purchasing@famu.edu. The University reserves the right to Contract with a third-party service provider to assume responsibility for administration of the Contract.

3.02 Eligible Users: 6.005 (8) of Florida A&M Regulations governs other agencies’ use of the Contract. Customers participating in the Contract do so according to the following terms: (1) non-Florida A&M University Customers assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of a Contract term by any particular Customer shall not be deemed a breach of the Contract as a whole, which shall remain in full force and effect, and shall not affect the validity of the Contract nor the Contractor’s obligations to non-breaching Customers or the University; (3) the University shall not be liable for any breach by a non-University Customer; (4) each non-Florida A&M University Customer and the Contractor guarantee to save the University and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Contract.

3.03 Best Pricing Offer: During the Contract term, if the Contractor sells substantially the same or a small quantity of a Product outside the Contract, but upon the same or similar terms of the Contract, at a lower price, then at the discretion of the University the price under the Contract shall be immediately reduced to the lower price.

3.04 Americans With Disabilities Act: Contractor should identify any Products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

3.05 Inspection at Contractor’s Site: The University reserves the right to inspect, at any reasonable time with prior notice, the equipment or Product or plant or other facilities of a Contractor or prospective Contractor (Proposer) to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

3.06 Literature: Upon request, the Contractor shall furnish literature reasonably related to the Product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
Installation: Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment and materials required to install or replace the Product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with the University and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Inspection and Acceptance: Inspection and acceptance shall be at destination unless otherwise provided. For Contractor-installed Products, the date of acceptance is the date the University accepts the Product as installed and in good working order, as determined by any appropriate acceptance testing, and the University shall certify in writing to the Contractor when the Product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional). For University-installed Products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the University shall: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damage to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When the University rejects a Product, Contractor shall remove it from the premises within ten days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming Product shall remain with the Contractor. Rejected Product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the University shall have the right to dispose of it as its own property. Contractor shall reimburse the University for costs and expenses incurred in storing or effecting removal or disposition of rejected Product.

Title to Deliverables: For purposes of this section, a “Product” is any deliverable furnished under the Contract, including but not limited to (1) components of the hardware environment, (2) printed materials, (3) third-party software, (4) programs and programming modifications, customizations, tools, data, modules, and components, and (5) any tangible or intangible properties embedded therein. A Product is “existing” if it is a tangible or intangible licensed Product that exists before Contract work begins (the Contractor shall bear the burden of proving that a Product existed before work began). A Product is “custom” if it is any Product, preliminary or final, that is created under the Contract for the University by the Contractor or its employees, subcontractors, or agents. For existing hardware Products, title to a hardware Product shall pass to the University upon written
acceptance. For existing software Products, that are normally commercially distributed on a license basis by the Contractor or other independent software proprietary owner (ISPO), whether or not embedded in, delivered, or operating in conjunction with hardware or a custom Product, title shall remain with the Contractor or ISPO. Effective upon acceptance, such Product shall be licensed to the University in accordance with the Contractor or ISPO’s standard licensed agreement, provided, however, that the license agreement shall, at a minimum, (1) grant the University a non-exclusive license to use, execute, reproduce, display, perform, adapt (unless the Contractor demonstrates to the University before execution of a Purchase Order that adaptation will violate existing agreements or law) and distribute the Product to authorized users up to the license capacity identified in the Purchase Order with all license rights necessary to effect the University’s stated purpose, and (2) recognize the University as the licensee. Where these rights are not otherwise covered by the ISPO’s standard license agreement, the Contractor shall obtain these rights at its sole expense. The University shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph. For custom Products, effective upon creation the Contractor hereby conveys to the University the sole and exclusive rights, title and interest in the Product, including all trademark and copyrights, and the Contractor shall take all necessary and appropriate steps to ensure that the Products are protected against unauthorized copying, reproduction, or marketing through the Contractor or its employees, subcontractors, or agents; provided, that the Contractor may otherwise use any related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Contract. In the alternative to taking exclusive ownership and title to such Products, the University may elect, by providing written notice to the Contractor, to take a non-exclusive license to use, execute, reproduce, display, perform, and distribute the Product as described in the preceding paragraph.

3.10 **Invoicing and Payment:** Invoices shall contain the Contract number, Purchase Order number, and the Contractor’s Federal Identification number. The University may require any other information from the Contractor that the University deems necessary to verify any Purchase Order placed under the Contract. At the University’s option, Contractors may be required to invoice electronically pursuant to University guidelines. Payment shall be made in accordance with section 215.422 of the Florida Statutes, which govern time limits for payment of invoices. Time limits do not begin until the Contractor submits a properly completed invoice. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 561-2978 Monday through Friday to inquire about the status of payments by University agencies. The Customer is responsible for all payments under the Contract. A Customer’s failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the University or to other Customers.

3.11 **Taxes:** The University does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The University will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees’ wages.
3.12 Annual Appropriations: The University’s performance and obligation to pay under the Contract are contingent upon an annual appropriation by the Legislature.

3.13 Governmental Restrictions: If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Contract, the Contractor shall immediately notify the University in writing, indicating the specific restriction. The University reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the University.

3.14 Compliance with Laws: The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, University, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of such laws shall be grounds for Contract termination.

3.15 Lobbying and Integrity: Pursuant to section 216.347 of the Florida Statutes, the Contractor may not expend any University funds for the purpose of lobbying the Legislature, the judicial branch, or a University agency. In addition, the Contractor shall not, in connection with this or any other agreement with the University, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any University officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any University officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or Contracts of any kind. Upon request of the University’s Inspector General, or other authorized University official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida University of University (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the University for the reasonable costs of investigation incurred by the Inspector General or other authorized University official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the University which results in the suspension or debarment of the Contractor. Such costs shall include, but shall
not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

3.16 Indemnification: The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the University and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the University or a Customer. Further, the Contractor shall fully indemnify, defend, and hold harmless the University and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the University or Customer shall give the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the University or Customer in an infringement action without the Contractor's prior written consent, which shall not be unreasonably withheld. If any Product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the Product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the Product, the Contractor shall remove the Product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer shall not be liable for any royalties. Except as specified in the foregoing portions of this section, for all other claims against the Contractor under any individual Purchase Order, and regardless of the basis on which the claim is made, the Contractor's liability under a Purchase Order for direct damages shall be the greater of $100,000, the dollar amount of the Purchase Order, or two times the charges rendered by the Contractor under the Purchase Order. Unless otherwise specifically enumerated in the Contract or in the Purchase Order, no party shall be liable to another for special, indirect, or consequential damages, including lost data or records (unless the Purchase Order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The University and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The University may set off any liability or other obligation of the Contractor or its affiliates to the University against any payments due the Contractor under any Contract with the University.
3.17 **Performance Bond:** The University may require the Contractor to furnish without additional cost a performance bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of work under the Contract.

3.18 **Suspension of Work:** The University may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the University to do so. The University shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any Purchase Orders. Within ninety days, or any longer period agreed to by the Contractor, the University shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

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

3.20 **Termination for Cause:** The University may terminate the Contract if the Contractor fails to (1) deliver the supplies or perform the services within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted services or supplies were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the University. The rights and remedies of the University in this clause are in addition to any other rights and remedies provided by law or under the Contract.

3.21 **Force Majeure:** No default, delay or failure to perform on the part of the contractor or the State shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure is due to causes beyond either party’s reasonable control including, but not limited to, strikes, lockouts, or inaction of governmental authorities; epidemics; war; embargoes, fire; earthquakes; act of God; default of common carrier. In the event of such
default, delay or failure to perform, any date or time by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

3.22 **Equitable Adjustment:** The University may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

3.23 **Scope Changes:** The University may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The University may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the University may solicit separate bids to satisfy them.

3.24 **Renewal:** Subject to Chapter 6, Florida A&M University Regulations and upon mutual agreement, the University and the Contractor may renew the Contract, in whole or in part. Any renewal shall be in writing and signed by both parties.

3.25 **Advertising:** The Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the University, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the University or the University as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of the University or the University in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

3.26 **Assignment:** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Purchase Order issued pursuant to the Contract, without the prior written consent of the University; provided, the Contractor assigns to the University any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. The University may assign the Contract with prior written notice to Contractor of its intent to do so.

3.27 **Dispute Resolution:** Any dispute concerning performance of the Contract shall be decided by the Purchasing Director, who shall reduce the decision to writing and serve a copy to the Contractor. The decision of the Purchasing Director shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the University a petition for administrative hearing. The
University’s decision on the petition shall be final, subject to the Contractor’s right to review pursuant to Chapter 120 of the Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate University court in Leon County, Florida; in any such action, Florida law shall apply, the Contractor waives any right to jury trial that it may have, and the prevailing party shall be awarded reasonable costs incurred, including attorneys’ fees and costs on appeal.

3.28 Employees, Subcontractors, and Agents: All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the University. The University may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The University may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a University’s security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The University may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.

3.29 Security and Confidentiality: The Contractor shall comply fully with all security procedures of the University in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the University. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the University’s confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

3.30 Independent Contractor Status of Contractor: The Contractor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent Contractor, and in no manner shall they be deemed employees of the University or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers’ compensation, disability, and unemployment insurance, and provide the University with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, State, and local taxes, and all FICA contributions.
3.31 **Insurance Requirements:** 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 per Florida statutory limits (currently $100,000 per accident, $100,000 per person, and $500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage, Property and Professional Liability on an occurrence basis in the minimum amount of $1,000,000 each (defense cost shall be in excess of the limit of liability), or $5,000,000 combined single limit (CSL), naming the University as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $500,000, including hired and non-owned liability, and $5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. Upon request, the Contractor shall provide certificate of insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

3.32 **Warranty:** Contractor warrants that all Products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of not less than one (1) year from date of acceptance. Warranty repairs shall be completed within the time specified in any support level requirements. If it is likely that the time for repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request. Loaner equipment shall be provided at no cost, including shipment to the University’s location and return of loaner equipment to the Contractor.

3.33 **Warranty of Authority:** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.34 **Warranty of Ability to Perform:** The Contractor shall provide the University, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations, demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and cause for termination. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor’s ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other University or the federal government. The Contractor shall immediately notify the University in writing if its ability to perform is compromised in any manner during the term of the Contract.
3.35 **Warranty of No Hardstop/Passive License Monitoring:** Unless the University is specifically and conspicuously advised to the contrary in writing at the time of order and before Product acceptance, the Contractor hereby warrants and represents that the Product and upgrades do not and will not contain any computer code that would disable the Product or upgrades or impair in any way operation based on the elapsing of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes called “time bombs,” “time locks,” or “drop dead” devices) or that would permit the Contractor to access the Product to cause such disablement or impairment (sometimes called a “trap door” device). The Contractor agrees that upon an alleged breach of this provision, the University shall not have an adequate remedy at law, including monetary damages, and that the University shall be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any other remedies to which the University shall be entitled.

3.36 **Notice:** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery. Notices to the University shall be delivered to the Purchasing Department identified in the Instructions to Proposers. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

3.37 **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** To the extent that a Product is certified by or is available from PRIDE, and has been approved in accordance with section 946.515(2) of the Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned. This provision is required by section 946.515(6) of the Florida Statutes; additional information about PRIDE and the Products it offers is available at [http://www.pridefl.com](http://www.pridefl.com).

3.38 **Products Available from the Blind or Other Handicapped:** To the extent that a product is included on the procurement list created and distributed pursuant to section 413.035(2), Florida Statutes, it is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the University agency insofar as dealings with such qualified nonprofit agency are concerned. This provision is required by section 413.036(3) of the Florida Statutes; additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org).
3.39 **Modification of Terms:** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions under the Contract. The Contract may only be modified or amended upon mutual written agreement of the University and the Contractor. No oral agreements or representations shall be valid or binding upon the University or the Contractor. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, Product literature, “shrink wrap” terms accompanying or affixed to a Product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The University’s acceptance of Product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

3.40 **Waiver:** The delay or failure by the University to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the University’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.41 **Execution in Counterparts:** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.42 **Severability:** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable.

3.43 **Purchase Order:** Before any services are made, Proposer must receive a purchase order. Services shall be performed as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.
FAIR LABOR STANDARDS ACT – “HOT GOODS”

The undersigned hereby certifies that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the invoices which covers the resalable goods shipped, and which are furnished to FAMU.

Company Official Signature________________________________________________________

Date:________________________________________________________________________
REPLY PREPARATION CHECKLIST

This Checklist is provided to assist Proposers in preparing and submitting their Reply. The checklist includes important requirements, satisfaction of which is necessary but not always sufficient to make a solicitation responsive. This checklist is just a guideline; each Proposer must read and comply with the solicitation documents in their entirety.

Check off each of the following as you comply:

____ The RFP Acknowledgment Form (PUR 7033, Rev. 5/2009) has been manually completed and signed (remember - form general conditions are superseded).

____ Properly completed the Price Structure.

____ Properly completed the Ordering Instructions.

____ Provided the Proposer’s Environmental Consultant Services Offered.

____ Properly completed the Reference Summary Form.

____ Disclosure of conflicts of interest, if required

____ The Technical Specifications section has been thoroughly reviewed for compliance to the RFP requirements.

____ Addenda acknowledgements, if required to be returned.

____ Proof of a Certificate of Status from Secretary of State, Division of Corporations (see General Conditions 3.34).

____ Lower left-hand corner of the envelope transmitting your Reply contains the RFP number, title, and opening date and time.

____ Reply delivered to Purchasing Department before the RFP opening date and time.

This Checklist need not be returned with your Reply.
ORDERING INSTRUCTIONS

PROPOSER: ________________________________

Vendor Identification Number: ________________________________

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: ________________________________
Title: ________________________________
Street Address: ________________________________
E-mail Address: ________________________________
Phone Number(s): ________________________________
Fax Number: ________________________________

If the person responsible for answering questions about the Reply is different from the person identified above, please provide the same information for that person.

Name: ________________________________
Title: ________________________________
Street Address: ________________________________
E-mail Address: ________________________________
Phone Number(s): ________________________________
Fax Number: ________________________________

Ordering Information:
Please provide the following information for Customers to establish their Agency Agreement. You must provide a regular mailing address.

F.E.I.D Number: ________________________________
Name: ________________________________
Title: ________________________________
Street Address or P.O. Box: ________________________________
City, State, Zip: ________________________________
Phone Number: ________________________________
Toll Free Number: ________________________________
Ordering Fax Number: ________________________________
Internet Address: ________________________________
Federal ID Number: ________________________________
Remit Address: ________________________________
City, State, Zip: ________________________________
REFERENCE SUMMARY FORM

Florida A&M University
Purchasing Department

PROVIDER: __________________________________________

________________________________________

________________________________________

REFERENCE:

Contact Person: _______________________________________

Telephone: ___________________________________________

Title: _______________________________________________

Organization: _________________________________________

1. Are you currently providing Environmental Services to this University or any University or governmental entity, or have you in the past? ____Y ____N

2. If Yes, during what period of time?____________________________

3. What services are/were provided? ____________________________
   _______________________________________________________
   _______________________________________________________
   _______________________________________________________

4. Have you had any problems? ____Y ____N If Yes, explain. ________________
   _______________________________________________________
   _______________________________________________________
   _______________________________________________________

5. Would you like to offer any additional comments? ________________
   _______________________________________________________
   _______________________________________________________
   _______________________________________________________
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more Bids which are equal with respect to price, quality and service are received by the University 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. Established procedures for processing tie Bids 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' 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's a copy of the Statement specified in subsection (1).

4) In the Statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under bid/ITBs, 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 or of any controlled substance law of the United States or any University, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on the employee, 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 workplace through implementation of this section.

As the person authorized to sign the Statement, I certify that this firm complies fully with the above requirements.

_________________________________
VENDOR'S SIGNATURE
NOTICE OF CONFLICT OF INTEREST

Company or Entity Name  ____________________________________________

For the purpose of participating in the Request for Response 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 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, ____________________________, 2010.

__________________________________
Signature

__________________________________
Print Name and Title
NON-COLLUSION AFFIDAVIT

UNIVERSITY OF ______________________
COUNTY OF ______________________

I, ________________________________, of ________________________________, am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s), the amount of this Response, and the preparation of the Response. I State that:

1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, bidder, or potential bidder.

2) Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder, and they will not be disclosed before bid opening.

3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices) in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.

4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5) ________________________________, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by University or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, on any public contract, except as follows:

I University that I and the named firm understand and acknowledge that the above representations, are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any miss-Statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of Responses for this contract.

______________________________   ________________________________   ________________________________
Signature   Title   Company

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____________________, 2010.

______________________________
Signature of Notary

STATE OF ________________________________

Print, Type or Stamp Commissioned Name of Notary Public
Personally known _________ OR Produced identification _________
Type of identification produced
STATEMENT OF NO INVOLVEMENT

I, ________________________________, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the University to assist it in:

1) Developing this Invitation to Negotiate; or,

2) Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

__________________________________________
Signature

__________________________________________
Company Name

__________________________________________
Date
STATEMENT OF ENVIRONMENTAL SERVICES OFFERED
PRICE STRUCTURE

Vendors: ________________________________

Total Cost of Environmental Service $____________________