



REQUEST FOR PROPOSALS  
RFP-2014-161-DD

# Commercial Painting Services

PROCUREMENT SERVICES DEPARTMENT  
6400 NW 6<sup>th</sup> Way  
Fort Lauderdale, Florida 33309  
954-201-7455

<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>



**RFP-2014-161-DD**  
*for*  
**Commercial Painting Services**

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**REQUEST FOR PROPOSAL (RFP) #2014-161-DD**

**1.0 REQUIRED RESPONSE FORM**

<b>RFP #:</b> RFP-2014-161-DD	<b>RFP TITLE:</b> Commercial Painting Services			<b>RELEASE DATE:</b> 07/12/2014	
<b>DUE DATE:</b>  07/30/2014	<b>TIME DUE- AT OR BEFORE:</b> 2:30:00 p.m.	<b>NUMBER OF PROPOSAL COPIES REQUIRED:</b>  ➔	<b>ORIGINALS:</b> 1 Hard Copy	<b>COPIES:</b> 0 Additional Hard Copy	<b>Complete Electronic Copy of Proposal (On CD Rom or USB Flash Drive):</b>  *1 <b>*Must be a single Adobe PDF File</b>

This Proposal must be submitted in a sealed package to the **Business Services & Resource Management/Procurement Services Department of Broward College, 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, Florida 33309**, plainly marked with RFP Number and Title. **We encourage proposers to schedule additional time for delivery of proposals due to new security procedures. Proposals received after the date and time due will not be considered.**

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposal submittal package must include one original proposal, the additional number of copies stated above and, if required above, an electronic version of proposal on CD(s) or Flash Drive(s).

**PROPOSER'S INFORMATION**

PROPOSER'S NAME: \_\_\_\_\_  
 STREET ADDRESS: \_\_\_\_\_  
 CITY AND STATE: \_\_\_\_\_  
 PROPOSER TELEPHONE: \_\_\_\_\_ PROPOSER FAX: \_\_\_\_\_  
 PROPOSER TOLL FREE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 CONTACT PERSON'S ADDRESS: \_\_\_\_\_  
 CONTACT TELEPHONE: \_\_\_\_\_ CONTACT FAX: \_\_\_\_\_  
 CONTACT TOLL FREE: \_\_\_\_\_  
 INTERNET E-MAIL ADDRESS: \_\_\_\_\_ INTERNET URL: \_\_\_\_\_  
 PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**How were you informed of this solicitation?** (Please provide media name(s) in blank space):

- Website: \_\_\_\_\_ Newspaper: \_\_\_\_\_ Other: \_\_\_\_\_

**Proposal Certification**

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of this document inclusive of this Request for Proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal \_\_\_\_\_ Date \_\_\_\_\_

Name of Proposer's Authorized Principal \_\_\_\_\_ Title of Proposer's Authorized Principal \_\_\_\_\_

**NOTE: Entries must be completed in ink or typewritten.** This original Required Response Form must be fully executed and submitted with this Proposal (see Section 3.7 – Joint Ventures).

**REQUEST FOR PROPOSAL (RFP) #2014-161-DD**  
**2.0 Introduction and General Information / Purpose**

- 2.1 **GENERAL COLLEGE INFORMATION.** Broward College (hereinafter referred to as the “College” or “BC”) provides higher education and, technical and occupational training for the residents of Broward County, its district by law, as well as a number of international students. As one of the twenty eight community colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. Within Broward County and the Greater Fort Lauderdale, FL area, we operate three main campuses, one urban center, and several satellite centers as listed below. For detailed information on the College visit [www.broward.edu](http://www.broward.edu).

As College forges into its second half-century of service to Broward County, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. From the 701 students, 28 professors and the small staff who opened the college in 1960, Broward now serves more than 67,000 students annually and employs a faculty and staff of more than 2,000. For detailed information on the College visit [www.broward.edu](http://www.broward.edu).

**Enrollment & Demographic Data**

Broward College has the third largest enrollment among the 28 colleges in the Florida College System. Up-to-date enrollment and campus community (to include faculty and staff) demographic profile information from 2012 can be found by accessing the following link:

<http://www.broward.edu/discover/Documents/Quick%20View%20Guide.pdf>

2.2 **RFP CONTACT and SUBMITTAL OF QUESTIONS:**

CONTACT:	Dora C. Dixon	EMAIL:	ddixon2@broward.edu
TELEPHONE:	954-201-7566	FAX:	954-201-7330

Interested parties must limit all communications, including any question or comment which is to be submitted in writing, concerning this RFP, to the individual stated in this section. No other College employee or District Board of Trustee Member may be contacted. Any question(s) which requires a response which amends the RFP document in any way will be answered via addendum by the Procurement Services Department to all known proposers. Any verbal or written information received by proposers, which is obtained by any means other than this RFP document or by addenda shall not be binding on the College. Questions must be received, in writing, on or before the date established in Section 2.3, Tentative Calendar, as the deadline for receipt of questions – no exceptions. If necessary, an Addendum will be issued.

2.2.1 **Question Submission.** Any questions concerning any condition or requirement of this RFP must be received via email to [ddixon2@broward.edu](mailto:ddixon2@broward.edu), with subject line to read “Questions-RFP 2014-161-DD on or before the deadline date and time specified in Section 2.3 Tentative Calendar. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Division. If an addendum is posted, an email notification will automatically be sent to all potential respondents who downloaded the solicitation on DemandStar ([www.demandstar.com](http://www.demandstar.com)). Any verbal or written information received by proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College

2.2.2 **Contact After Proposer’s Submittal (CONE OF SILENCE):** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services and Resource Management, unless so notified by the Procurement Services Division. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by addenda to this solicitation shall be binding on College.

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**2.0 Introduction and General Information / Purpose**

2.3 **TENTATIVE CALENDAR.** The following are important dates regarding this RFP.

07/17/2014	<b><u>Proposers' Conference</u></b> Broward College Cypress Creek 6400 NW 6 <sup>th</sup> Way Fort Lauderdale, FL 33309 Bldg. 1401 / Room 348 Time: 8:30 a.m.
07/21/2014	<b>Written questions due in Procurement Services</b> (See Section 2.2)
<b>07/30/2014</b>	<b>Proposals due at or before 2:30:00 PM</b> (Proposals due at location specified in Section 1.0)
08/14/2014	<b>Evaluation Committee Shortlist Meeting</b>
08/18/2014	Posting of Shortlist
TBA	Interview Presentation (if necessary)
08/27/2014	Posting Date of Award Recommendation

**\* NOTE:** Any changes to publicly held meetings will be posted <http://www.broward.edu/community/vendor>.

2.4 **PURPOSE OF RFP.** The College is releasing this RFP with the intent to receive proposals from qualified firms to provide Commercial Painting Services (interior and exterior) on an as-needed basis. Required services and expectations are further defined herein, including, but not limited to, Attachment D, Scope of Work Section.

The contractor must furnish all supervision, labor, and equipment necessary to properly perform the work required by the College. The contractor must be familiar with current versions and amendments of SREF, Department of Education, FEMA and Florida Building Code Requirements, as well as the Colleges' Construction Standards. Contractor will be required to follow FEMA regulations during Natural Disasters/Emergencies. The contractor must be licensed as required by the State of Florida. Copies of licenses shall be submitted with the proposal.

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### 3.0 SPECIAL CONDITIONS

3.1 **PROPOSERS' CONFERENCE.** A Proposers' Conference will be held on the date, location and time scheduled in Section 2.3. Representatives from all interested companies are encouraged to attend. The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to the College. The purpose of the Proposers' Conference is not to answer questions. All questions submitted will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Special Condition 2.2. Any information given, by any party, at the Proposers' Conference is not binding on the College. Only the information provided in the RFP or via Addenda shall be considered by proposers. In addition, a representative from the College's Supplier Relations and Diversity office may be present to address issues regarding Small Disadvantaged Businesses (SDB). SDB certified vendors are invited to attend.

3.2 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning with date of award and continuing for a period of **thirty-six (36) months** to provide service for three (3) years, or as agreed to in resulting contract.

3.2.1 **Contract Renewal(s).** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for two (2) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period.

The COLLEGE, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

The terms, specifications and conditions of this proposal and the agreement herein when completed and signed constitute the total agreement and no further conditions will be accepted unless in writing in the form of an Amendment to the original agreement and mutually agreed upon, approved and signed by authorized Broward College Representative and the Contractor. Every covenant, term, provision and agreement contained in this RFP and Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

No waiver of any provisions of this RFP shall be valid or effective unless in writing and signed by the parties hereto; no waiver of any breach or condition of this RFP shall be deemed to be a continuing waiver or a waiver of any other breach or condition.

3.3 **AWARD OF CONTRACT.** The College will use the evaluation criteria stated in Section 5.0 to establish ranking. The College will recommend award to the top-ranked proposer(s) with whom a successful contract can be negotiated. In the best interests of Broward College, BC reserves the right to make award to a single contractor, to more than one contractor, and/or to include an award that designates one or more alternates, in any combination, regardless of firm(s) ability to provide 100% of the goods and/or services required in this RFP.

3.4 **PROBATION PERIOD.** The first (3) three months of the contract will be considered probationary. The probationary period may be extended for additional (3) three month periods if the College deems necessary. The College representative will notify the Contractor if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

3.5 **CONTRACT ADMINISTRATION.** The responsibility and authority for the administration of this contract shall be assigned to the College District Director of Maintenance, hereinafter referred to in this proposal as Contract Administrator. The successful contractor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the successful contractor agree that it will assign a replacement immediately.

3.6 **PROTECTION AND SECURITY OF BUILDING AND PROPERTY.** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only Broward College property but extends to any property including lease equipment on College locations.

Contractor shall be held liable by the College for damages caused by his employees to any equipment, apparatus or installed

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property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business.

Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College

3.7 **TERMINATION/CANCELLATION CLAUSE.** The College reserves the right to cancel this contract for non-performance. In the event the Contractor does not perform within the terms, conditions & specifications of the contract and this RFP by reference. Upon notification in writing by the campus official responsible for the administration of the contract of the facts concerning non-performance, the Contractor will be notified of the problem and will have ten (10) days to correct such. If the contractor fails to correct the problem to the satisfaction of the College within the ten (10) day period, the College reserves the right to serve notice of cancellation to be effective within thirty (30) days of notification.

In the event of such cancellation, the College may elect to award the contract to the next ranked vendor, extend the contract of another vendor currently under contract to provide like services or re-issue the proposal, whichever is in BC's best interest. The obligations of the College under this award are subject to the terms and conditions established by the legislature of the State of Florida. The College has the option to discontinue service at no expense to the College if College Policy or Florida Statutes determine it is in the College's best interest.

3.8 **SAFETY DATA SHEET (SDS):** As per Florida Statute, the Right To Know Law, The College requires that Safety Data Sheets (SDS) are required for all items, materials and/or substances in this bid. Bidder must supply all **SDS WITH THIS BID or UPON REQUEST.** An awardee who has not submitted the required SDS will not be issued any purchase orders until the SDS's are received and approved by The College Risk Management Department. All SDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **SDS ON CD-ROM IS NOT ACCEPTABLE.** The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted SDS must be current and reviewed by the bidder with the manufacturer within the last calendar year. Vendor, by virtue of signing bid, represents the SDS as being in compliance with the above conditions. Each SDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the Bid Number and Bid Item Number stated on each SDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its SDS submitted by the bidder for the corresponding bid item.

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*	<b>NOTE</b>	<b>NOTE</b>	<b>NOTE</b>	<b>NOTE</b>	*
*	The requirements stated in the above paragraph are required by The College's Risk Management Department. Any questions concerning the SDS requirements of this Bid should be submitted in writing in accordance with General Condition 19.				*
*	SDS should <u>not</u> be submitted with bid sample. SDS should be submitted <u>with the bid or upon request</u> , inside a sealed envelope.				*
*	<b>Do not send SDS to Risk Management Department. BIDDER MUST SUPPLY ALL SDS REQUIRED ABOVE WITH THIS BID OR UPON REQUEST TO THE PURCHASING DEPARTMENT, AS DESCRIBED HEREIN.</b>				*
*	*****				*

**FAILURE TO PROVIDE THIS INFORMATION AS DETAILED HEREIN  
MAY RESULT IN DISQUALIFICATION OF BID SUBMITTED**

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**3.0 SPECIAL CONDITIONS**

3.9 **JOINT VENTURES.** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at **COLLEGE** meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. **COLLEGE** shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

3.10 **FAMILIARITY WITH LAWS.** All proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, Code of Federal regulations (CFR), and all Civil Rights legislation. The contractor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this RFP to the "Applicable Laws" shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time-to-time and any successor laws, codes, rules and regulations.

3.11 **SITE VISITS/INSPECTIONS.** The College reserves the right to conduct a site visit to any of the proposer's place(s) of business, if it is deemed necessary.

3.12 **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

- a. General Liability Insurance:

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$5,000,000
Products – Completed Operations	\$5,000,000
- b. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP \$1,000,000.
- c. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- d. Insurance Certification must list the College as Certificate Holder.
- e. The College **will not accept "Claims-Made" insurance policies.**
- f. Certificate must contain a provision for notification to the College 30 days in advance of any material change in coverage or cancellation.
- g. The College **shall be named as an additional insured with reference to this RFP,**  
*"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of (RFP-2014-161-DD) entitled Commercial Painting Services from date of commencement to six months after date of completion."*
- h. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

***Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above coverage and with the College named as an additional insured.***



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- 3.13 **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.** During the term of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 3.14 **OSHA.** The proposer warrants that the product and/or service supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered a breach of contract. Occupational Safety and Health Act (OSHA) standards shall be strictly utilized.
- 3.15 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES.** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties and cities. All government agencies allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.
- 3.16 **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE).** Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by Associate Vice-President for Business Services & Resource Management. Vendor/Contractor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
- 3.17 **DEFAULTS BY CONTRACTOR.** The Contractor may be declared in default and may be terminated by the College for any one of the following reasons but not limited to:
- a. Failure of the Contractor to maintain satisfactory performance level;
  - b. Insolvency of Contractor;
  - c. Inability to continue procurement of required insurance.
- 3.18 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS.** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The Contractor shall not sublet the work or Services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.
- 3.19 **LICENSING:** The Contractor will be responsible for obtaining and paying for all necessary licenses and permits, providing copies to **COLLEGE** representative. Contractor will maintain all appropriate license and permits specified by Broward County and any appropriate agency of State of Florida and shall provide copies of these licenses to **COLLEGE** upon request. Failure to maintain required licenses shall be cause for termination.
- 3.20 **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:**

The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent

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**3.0 SPECIAL CONDITIONS**

of this responsibility is not limited to only Broward College property but extends to any property including lease equipment on College locations.

Contractor shall be held liable by the College for damages caused by his employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business.

Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

3.21 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** The following is a listing of current The College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any THE COLLEGE campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar product/services.

A. Hugh Adams Central Campus  
3501 SW Davie Road  
Davie, FL 33314

North Campus  
1000 Coconut Creek Blvd.  
Coconut Creek, FL 33066

Judson A. Samuels South Campus  
7200 Hollywood/Pines Blvd.  
Pembroke Pines, FL 33024

Willis Holcombe Center  
111 & 225 East Las Olas Blvd.  
Fort Lauderdale, FL 33301

Tigertail Lake Center  
580 Gulfstream Way  
Dania Beach, FL 33004

Automotive Center @ Miramar  
7451 Riviera Blvd.  
Miramar, FL 33023

Pines Center / Academic Village  
16957 Sheridan St.  
Pembroke Pines, FL 33331

Weston Center  
4205 Bonaventure Boulevard – Suite #2  
Weston, Florida 33331

Miramar Town Center  
2050 Civic Center Place  
Miramar, FL 33025

Cypress Creek Administrative Center  
6400 NW 6<sup>th</sup> Way  
Fort Lauderdale, FL 33309

Coral Springs Academic Center  
9441 Sample Road  
Coral Springs, FL 33065

Southwest Center  
Currently under construction  
Miramar, FL

3.22 **LEAD FREE STATEMENT:** All material supplied The College must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free will be supplied to The College. **No bid will be considered unless this is agreed to by the vendor.**

3.23 **SUSTAINABILITY FACTORS:** The use of harmful chemicals should be minimized to reduce risks to health, safety, and the environment. The College shall promote and enforce the use of custodial chemicals & paints and coatings certified by Green Seal, Florida School Plant Management Association Environmentally Friendly Product or Low VOC List or on the State of Florida Climate Friendly Preferred Products List.

Environmental factors to be considered include, but are not limited to, the life cycle assessment of: Pollutant releases, Toxicity, especially the use of persistent, bio accumulative, and toxic (PBT) chemicals, fungicide, Waste generation, Greenhouse gas emissions, Energy consumption, Depletion of natural resources, Impacts on biodiversity, Giving preference

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### **3.0 SPECIAL CONDITIONS**

to sustainable, reusable content, ecofriendly packaging and recycled materials over virgin materials, as well as to conserving water and energy.

Fiscal factors to be considered include, but are not limited to: Product performance and quality, Life-cycle cost assessment; lowest total cost. Impact on staff time and labor, product vendors offering to take back the products they sell when they become obsolete. Utilize vendors who offer an Extended Product Responsibility (EPR) program.

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## 4.0 SUBMITTAL REQUIREMENTS

In order to maintain comparability and facilitate the review process, it is **strongly recommended that proposals be organized in the manner specified below, with proper section dividers and tabs.** Include all information requested herein in your proposal.

Submittals should be presented in a three (3) ring binder and should be limited to not more than 40 (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs and financial statements). Oversize pages will be counted as two pages. Dividers shall divide the sections TAB 1 through TAB 20. Secondary dividers (not in the page count) may be used at the Firm's discretion to present information clearly. Submissions in excess of 40 pages will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process. Include all information requested herein in your submittal.

Proposers are requested to organize their proposals in accordance with Section 4.0. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.0. Proposal must be submitted in a sealed package to the Business Services Resource Management/Procurement Services Department of Broward College, 6400 NW 6<sup>th</sup> Way, 2<sup>nd</sup> Floor, Fort Lauderdale, Florida 33309, at or before 2:30:00 p.m. on the date established in Section 2.3, Tentative Calendar. Proposal must be submitted in a sealed package with the number and title of this solicitation clearly indicated. The College reserves the right to not consider proposals clearly enumerated and titled. Submittals received after date and time established herein will not be considered. Submittal package must include:

- One (1) complete hard copy proposal with a signed Required Response Form,
- One (1) Adobe PDF file format on CD or USB (electronically bookmarked tabs).

The cover letter, table of contents, tabs, and any Attachments required via this RFP do not count toward the page limits.

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## 4.1 Submittal Requirements

*(Tab 1)*

- 4.1.1 **Title Page** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
- &
- Table of Contents** Include a clear identification of the material by section and by page number.

*(Tab 2)*

- 4.1.2 **Letter of Interest** Include the legal name of the Proposer Firm as it is registered with State of Florida Dept. of Corporations, name(s) of the person(s) who will be authorized to make representations for the proposer, their titles, address(es), email address(es) and telephone number(s).

*(Tab 3)*

- 4.1.3 **Acknowledgement of Released Addenda to RFP** It is the prospective proposer's responsibility to verify they have received all released addenda. and, thereby must include acknowledgement (as per addenda instructions when addenda are released) of any addenda that are required to be submitted with submittal.

The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with submittals as specified in the particular addenda.

*(Tab 4)*

- 4.1.4 **W-9 Form** It is a requirement of this RFP that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 form may be downloaded at [www.irs.gov](http://www.irs.gov). Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project.

*(Tab 5)*

- 4.1.5 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. **This information must be submitted with the**

REQUEST FOR PROPOSAL (RFP) #2014-161-DD

4.0 SUBMITTAL REQUIREMENTS

proposal or within three days of request. For the present, the parties designate the following as the respective places for giving notice:

To College: Zaida Riollano, Interim AVP – Business Services & Resource Management
Procurement Services Department – 2nd Floor
6400 NW 6th Way, Fort Lauderdale, Florida 33309

With Copy To: Gregory Haile, General Counsel & VP, Public Policy & Govern Affairs
President’s Suite – 12th Floor
6400 NW 6th Way, Fort Lauderdale, Florida 33309`4

With Copy To: Sean Devaney, District Director of Maintenance
Building 23, Room 216
A. Hugh Adams Central Campus
3501 SW Davie Blvd, Davie, Florida 33314

With Copy To: \_\_\_\_\_
\_\_\_\_\_

4.2 Minimum Eligibility Criteria

In order to be considered for award and to be further evaluated, proposer must meet or exceed the following criteria. Proposers that fail to meet the minimum eligibility criteria will not have proposals considered.

(Tab 6)

4.2.1 Required Response Form

Submit Page 1 of RFP (Section 1.0) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and submittal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification.

(Tab 7)

4.2.2 Licenses/Certifications

- Proposer must:
1) Submit all active occupational/business licenses for appropriate type of business
2) Submit copy of valid active Broward County, Florida, license(s) or certificates of competency
3) Submit copy of all applicable certified licenses
4) Submit copy of State of Florida Department of State registration indicating when corporation / LLC / or other form of legal entity was organized, corporation number, and date and status of most recent annual report
5) Proposer must be registered by the Florida Department of State, Division of Corporations to operate in the State of Florida at the time of RFP submittal due date

Failure to submit documentation and required licensure, as requested herein, will result in proposal disqualification.

**4.0 SUBMITTAL REQUIREMENTS**

(Tab 8)

4.2.3 **Non-Discrimination Profile**

The proposer must submit a completed Non-Discrimination Profile (see Attachment A2). In the case of a Joint Venture Proposal, multiple proposers must each submit a completed Non-Discrimination Profile (see Attachment A2). Failure to submit completed Non-Discrimination Profile form(s), as requested herein, will result in proposal disqualification.

(Tab 9)

4.2.4 **Insurance**

Submit letter from insurance provider as proof of insurability, per requirements as outlined in Section 3.0; paragraph 3.12. Failure to submit completed Insurance form(s), as requested herein, will result in proposal disqualification.

**4.3 Proposer’s Qualifications (Max 30 Points)**

(Tab 10)

4.3.1 **Executive Summary**

Submit a brief abstract, of no more than three pages, stating the proposer’s interest in the contract; overview of firm qualifications; names, contact information and qualifications key staff; understanding of the nature and scope of the services to be provided and proposer’s ability to comply with all requirements of contract.

1. Signed by a duly authorized officer(s) of respondent.
2. The respondent shall explain in detail why respondent is interested and why Firm would be the best choice for the continuing contract.
3. Letter shall include the year the Firm was established, number of years in business, summarize the Firm and their qualification for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects.
4. The respondent shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Letter of Interest after the signature

(Tab 11)

4.3.2 **Organizational Profile**

Submit detailed responses to the following:

- State current firm/legal name, contact information and under what other or former name(s) the proposer is currently operating under or has operated under.
- Size of Organization.
- Number of years in business, including operation under other firm names, providing services same or similar as described herein to include the operational safety record of the firms.
- Number of years in business in the State of Florida.
- Resumes of individuals that will have direct role in performance and supervision of this engagement.
- Profile of local (Miami-Dade, Broward or Palm Beach Counties) account representative(s), direct project staff, and their training and applicable experience.
- Listing of recent projects which are same or similar to the requirements and scope of this project, preferably for higher education or public sector clients. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.3.)

(Tab 12)

4.3.3 **References**

Submit four (4) references, preferably higher education clients, for which proposer has performed (or is currently performing) work similar in nature and size as the project described herein. For each reference, submit the following information in similar format:

<b>Project Name</b>	
<b>Address of Project</b>	
<b>Project Type</b>	

REQUEST FOR PROPOSAL (RFP) #2014-161-DD

**4.0 SUBMITTAL REQUIREMENTS**

<b>Cost</b>	
<b>Completion Date</b>	
<b>Company</b>	
<b>Address of Company</b>	
<b>Contact Name</b>	
<b>Contact Email Address*</b>	
<b>Contact Phone Number</b>	
<b>Contact Fax Number</b>	

- *Please be sure the contact person listed is currently available (example: not retired)*
- *Please check phone and fax numbers to be sure numbers are still in service and it is the correct number.*
- *Do not list duplicate contacts within your four references.*
- *Once shortlisted – please inform all references they will receive a Performance Evaluation Survey via fax and e-mail.*
- *College staff should not be included as a reference.*

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(Tab 13)

4.3.4 **Organizational Chart**

Include organizational chart for service being provided. Please describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability, and decision-making authority. Include the names of individuals responsible for the roles and responsibilities of each team member.

**Team Members**

Submit the following information for each individual named in organizational chart:

- a. Principal / Employee's Name and Title
- b. Contact Information (address, telephone, email).
- c. Number of years with this firm.
- d. Number of years with prior firms in similar position.
- e. Education.
- f. Active registrations, licenses and certifications
- g. Other experience and qualifications that are relevant to this project

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(Tab 14)

4.3.5 **Litigation History**

State whether Prime or Joint Venture partners have been involved in any banking services related litigation, action or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this submittal. For each instance include the following information:

- a. the style/caption of the matter
- b. the case number
- c. the forum/venue of the action
- d. a description of the claim, action, or litigation
- e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the firm or any final judgment rendered against the firm is satisfied within ninety (90) days of the date that the judgment becomes final.

If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect.

Truthful and complete answers to this question will not disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.

**4.0 SUBMITTAL REQUIREMENTS****4.4 Scope of Services Provided & Experience (Max 40 points)***(Tab 15)***4.4.1 Related Commercial Painting Experience**

Qualified proposers shall provide evidence of experience with Commercial Painting techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and building codes for projects of similar or less cost or scope; as shown by the successful completion within the past five (5) years of at least two (2) other projects, but no more than 10 projects of similar size. Firms that apply should be familiar with the current Florida Building Code with amendments and Dept. of Education's State Requirements for Educational Facilities (SREF 2012).

1. Name and location of the project.
2. The nature of the firm's responsibility on the project.
3. Project owner's representative name, address and telephone number.
4. Project user's representative name, address, and telephone number.
5. Date project was completed or is anticipated to be completed.
6. Size of project (construction gross square feet).
7. Cost of project (construction cost and cost control measures).
8. Project type (new construction, remodeling/renovation).
9. Work for which firm's staff was responsible.
10. Present status of the project.
11. Firm's project manager and other key professionals and staff that would be assigned to the projects covered by this Request for Proposals (RFP).

*(Tab 16)***4.4.2 Scope of Services Provided**

Clearly describe how the proposer can accomplish each of the following items as they relate to the Scope of Work listed in Attachment D.

- a. **Proposed Methodology** - Describe in detail how proposer plans to provide commercial painting services in order to complete required service, including all safety measures.
- b. **Proposer's Procedures** - Provide detailed standard procedures for completing work required and, specifically, how the procedures will be applied or modified to comply with requirements of this project and of Broward College's multi-campus environment.
- c. **Coordination and Communication**. Provide detailed information on how proposer will coordinate the completion of required service(s). Provide detailed information on how proposer will communicate with assigned college personnel prior to, during and after job commencement.
- d. **Reports**. Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during and after execution of services.

**4.5 Cost Proposal (Max 20 Points)***(Tab 17)***4.5.1 Cost Proposal Fee**

Complete the Cost Proposal Form shown at Attachment F below and include it in your proposal. Start-up and travel expenses are not permitted in your proposal.



**4.0 SUBMITTAL REQUIREMENTS**

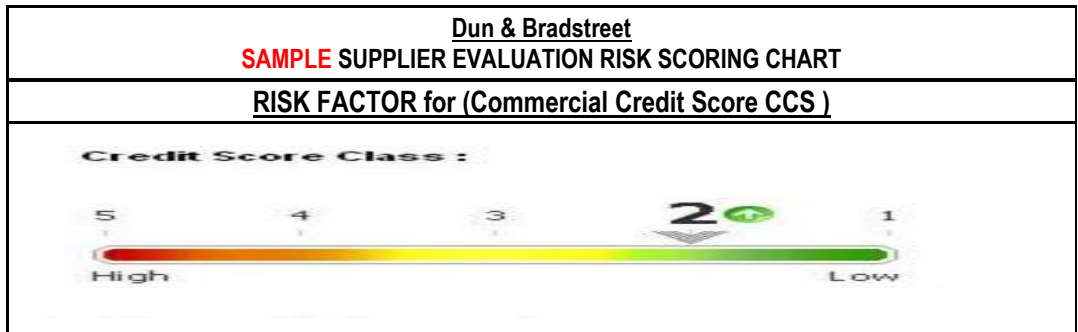
The completed Cost Proposal Form should be submitted in a sealed envelope along with, but separate from, the remainder of proposal, labeled "Cost Proposal". DO NOT include your pricing in the body of your firm's proposal.

**4.6 Financial Capacity (Max 10 Points)**

(Tab 18)

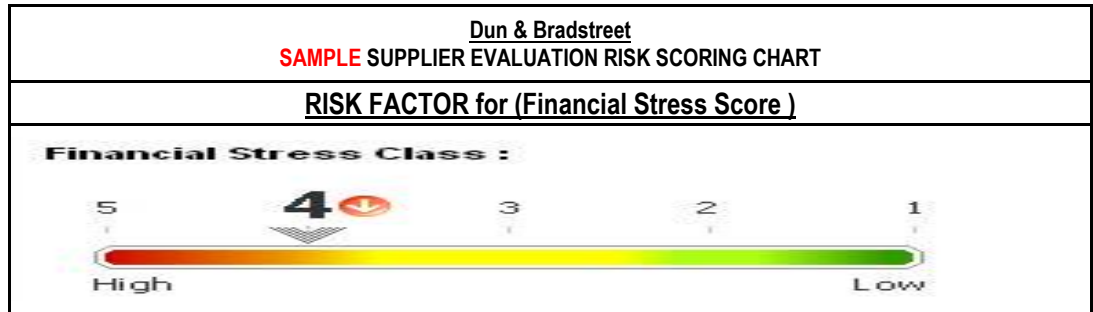
**4.6.1 Financial Capacity**

Proposers shall submit Dun & Bradstreet Duns **Number** (D-U-N-S#). The College will use the total of both the D & B Commercial Credit Score (CCS) and the Financial Stress Score (FSS) Reports in order to assess financial capacity of proposer. If your firm is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.



**CCS POINTS**

1 2 3 4 5



**FSS POINTS**

1 2 3 4 5

<b>FINANCIAL CAPACITY METHOD FOR EVALUATION</b>									
<b>CCS &amp; FSS Combined Total Points</b>									
1	2	3	4	5	6	7	8	9	10

**4.0 SUBMITTAL REQUIREMENTS**

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**4.7 Small Disadvantaged Business (SDB) Participation Plan (Max 10 Points)**

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(Tab 20)

4.7.1 **Small Disadvantaged Business (SDB) Certification/Plan (10 POINTS)**

The proposer shall provide evidence, if certified, of its SDB certification as defined in the College Policy 6Hx2-6.36 and shall indicate the SDB group owning controlling interests in the firm

If not certified as SDB, a vendor must provide an SDB plan. Proposers must:

1. Submit a summary (a minimum of four paragraphs but no greater than 2 pages) on how the proposer will assure Small Disadvantaged Business (SDB) are afforded an equal and fair opportunity to share in the College's contract opportunities at both the prime and subcontracting levels.
2. Submit Attachment A3 Subcontractor Supplier Contact Report – lists SDBs including S/D/M/WBES contacted regarding this project.
3. Submit Attachment A4 Subcontractor/Supplier Utilization Report–lists SDBs including S/D/M/WBES to be used on this project.

Approved SDB prime proposers will receive 100% of the SDB Criteria Point Percentage in the solicitation evaluation/selection process. Proposers must submit proof of Certification as a Disadvantaged, Small, Minority or Woman-owned Business. The College recognizes certifications from seven sources and these are located on the College's website ([http://www.broward.edu/zext/ext/MWBE\\_Category.jsp](http://www.broward.edu/zext/ext/MWBE_Category.jsp)). Any SDB proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

Prime proposers who are not certified SDB's will receive SDB Criteria Points based on their documentation. SDB Point Percentages represents the number of points awarded for each proposed contract based on the percentage of work assigned to certified SDB subcontractors and vendors.

Proposers not utilizing certified Small Disadvantaged Businesses on this project must provide the College with a detailed explanation of their inability to participate in the College's Small Disadvantaged Business Program.

Proposers who are not SDB, or who do not utilize sub-contractors who are certified SDB's will not receive any SDB Criteria Points but are encouraged as defined in College Procedure A6Hx2-6.36 to:

- a. Create a Broward College- specific supplier diversity program
- b. Engage in on-site networking and matchmaking sessions
- c. Create SDB Distributors
- d. Inform and assist SDBs in becoming registered in large vendor's supplier diversity program

REQUEST FOR PROPOSAL (RFP) #2014-161-DD

**4.0 SUBMITTAL REQUIREMENTS**

In order to assess SDB participation criteria points, the College will utilize the following chart below.

<b>SDB Project Participation Percentage</b>		<b>% of SDB Criteria Points</b>
Approved SDB Prime Contractor		100%
Certified Sub-contractor	41 - 49%	80%
	31 - 40%	60%
	21 - 30%	40%
	11% - 20%	20%
	Less than 10%	0

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REQUEST FOR PROPOSAL (RFP) #2014-161-DD

**5.0 EVALUATION**

**5.1 Phase 1: Evaluation, Review Proposals**

5.1 **The Evaluation Committee\*** (hereinafter referred to as “Committee”) shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements. The failure to respond, provide detailed information or to provide requested proposal elements in Sections 4.3 through 4.7 may result in the reduction of points in the evaluation process or a complete disqualification of proposal. The Committee will utilize the scores developed as a result of Section 5.1 to rank the proposers. Based upon the cumulative ranking results, the College, at its sole discretion, may: 1) may short-list the top ranked proposers (short-list number to be determined by the Committee) for further consideration and / or interviews; 2) recommend an award; 3) may reject all proposals received; 4) Waive any informalities; 5) Re-advertise/re-solicit bid/proposals; 6) May reject all proposals without further action; 7) accept or reject any bid/proposal or portion of a bid/proposal as deemed in the College’s best interest. 8) Invite one or more top-ranked proposers to participate in contract negotiation phase.

Cone of Silence is in effect, as stated under General Conditions 7.64.

<b>Section #</b>	<b>Criteria Section</b>	<b>Max Points</b>
4.3	Proposer’s Qualifications	30
4.4	Scope of Services Provided & Experience	40
4.5	Cost Proposal	20
4.6	Financial Capacity	10
4.7	Small Disadvantaged Business (SDB) Participation Plan	10
<b>Total Maximum:</b>		<b>110</b>

5.1 **Result of Evaluation of Proposals:** Based upon the results of Section 5.1, the College, at its sole discretion, may: 1) solicit best and final proposals; 1) Re-advertise/re-solicit for bid/proposals; 2) may reject all proposals without further action; accept or reject any bid/proposal or portion of a bid/proposal as deemed in the College’s best interest.

5.1.2 **Proposal Clarification.** During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

**5.0 EVALUATION**

**5.2 Phase 2 - Evaluation of Phase 2 Submittals and Interviews:**

**The Evaluation Committee\*** (hereinafter referred to as “Committee”) shall evaluate Phase 2 Submittals and Interviews. The failure to respond, provide detailed information or to provide requested proposal elements in Section 5.1 may result in the reduction of points in the Phase 2 evaluation process. Scores and rankings as a result of Phase 1 will neither be considered, nor carried forth as part of the scores and rankings resulting from the shortlist phase. The Committee will utilize the scores developed as a result of Section 5.2; Paragraph 5.2.1 to rank the proposers. Based upon the ranking results, the College, at its sole discretion, may then invite one or more top-ranked proposers to participate in contract negotiation phase.

*\*Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Evaluation, Phase 2 Evaluation/Interviews and/or On-site Vendor Demonstrations, and Phase 3 Contract Negotiation Phase.)*

**5.2.1 Interviews Criteria:** The Evaluation Committee may require interviews of those proposers short-listed in Phase 1. For on-site vendor presentations, the selected proposers will demonstrate to the Committee how its system will work in the College’s environment and workflow. Proposals shall be as follow:

<b>Criteria Section</b>		<b>Max Points</b>
	Understanding of the College’s Requirements	20
	Relevant Experience	20
	Unique Qualifications	30
	Overall Approach, Methodology, and Ability to Perform Contract	30
<b>Total Maximum:</b>		<b>100</b>

**5.2.2 Result of Phase 2 Interviews.** Based upon the results of Section 5.2, the College, at its sole discretion, may: 1) recommend award to the top ranked proposer; 2) may recommend award to more than one top ranked proposer; 3) may reject all proposals; 4) re-advertise/re-solicit bid/proposal; 5) May reject all proposals without further action; accept or reject any bid/proposal or portion of a bid/proposal as deemed in the College’s best interest. In addition to recommending the top-ranked proposer(s) with whom a successful contract can be negotiated, College reserves the right to make award to a single contractor, more than one contractor, or to include an award that designates one or more alternates.

## REQUEST FOR PROPOSAL (RFP) #2014-161-DD

### 6.0 CONTRACT NEGOTIATION

- 6.1 **Phase 3 - Contract Negotiation (Cost Proposal).** At the sole discretion of the College, the Negotiations Team\* may begin negotiations with the top-ranked proposer(s), if desired, as recommended by the Evaluation Committee. A Sample Contract will be provided prior to the contract negotiation phase.

*\*Please note the College, at their discretion, may or may not change committee members for each phase (i.e. Phase 1 Evaluation, Phase 2 Evaluation, and Phase 3 Contract Negotiation.)*

- 6.1.1 After the initial negotiation session with the recommended vendor(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which vendor(s) it will further negotiate. The College will post a notice of its intent to further negotiate with a particular vendor(s). Florida Statute 286.011 incorporated by reference.

- 6.1.2 The College reserves at any time during the negotiations process to:

- Schedule additional negotiation sessions with any or all responsive proposers;
- Require any or all responsive proposers to provide additional or revised detailed written proposals addressing specific topics;
- Require any or all responsive proposers to provide a best and final offer;
- Arrive at any agreement with a responsive proposer, finalize contract terms with such proposer and terminate negotiations with any or all other proposers, regardless of the status of or scheduled negotiations with such other proposers;
- Decline to conduct further negotiations with any proposer;
- Reopen negotiations with any proposer;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive proposer or proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may: 1) Re-advertise/re-solicit for bid/proposals; 2) May reject all proposals without further action; accept or reject any bid/proposal or portion of a bid/proposal as deemed in the College's best interest.

# REQUEST FOR PROPOSAL (RFP) #2014-161-DD

## 7.0 GENERAL CONDITIONS

**7.1 SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.

**7.2 AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.

**7.3 CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for two (2) additional one year periods and/or 90 days beyond the expiration date of the final expiration date.

**7.4 CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.

**7.5 BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.

**7.6 DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.

**7.7 MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.

**7.8 DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.

**7.9 SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondents name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.

**7.10 MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.

**7.11 LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.

**7.12 BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.

**7.13 PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.

**7.14 COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.

**7.15 DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.

**7.16 INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.

**7.17 INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

**7.18 PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). In the

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## 7.0 GENERAL CONDITIONS

event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price reductions or to not renew any contract regardless of price considerations.

**7.19 MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (**MSDS**) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the Bid Number and Bid Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.

**7.20 PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

**7.21 WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.

**7.22 DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.

**7.23 DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.

**7.24 CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.

**7.25 ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing,

**7.26 IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.

**7.27. PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

**7.28. NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:

- a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
- b. All departments being advised not to do business with vendor.

**7.29 GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

**7.30 TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.

**7.31 LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.

**7.32 ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.

**7.33. PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.

**7.34 CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College.

**7.35 PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

**7.36 DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:



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- a. Any agreement resulting from the award of this solicitation; then
- b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
- c. this solicitation; then
- d. respondent's proposal.

In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.

**7.37 OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

**7.38 LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.

**7.39 PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.

**7.40 AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

**7.41 USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.

**7.42 SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the college.

### **7.43 INDEMNIFICATION:**

a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.

b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.

**7.44 SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

**7.45 CONTACT AFTER PROPOSER'S SUBMITTAL (CONE OF SILENCE):** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member or any other College employee after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.

**7.46 GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of **College**; including any District Board of Trustee Member, College President and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.

**7.47 PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.

**7.48 DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.

**7.49 TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:

- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
- b. Federal tax on transportation of property.
- c. Cost of Municipal Building Permits.
- d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of

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## 7.0 GENERAL CONDITIONS

submitting a proposal agree to this condition.

**7.50 SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

**7.51 SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.

**7.52 ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.

**7.53. PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

**7.54 SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.

**7.55 EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.

**7.56 TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.

**7.57 EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.

**7.58 SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College 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 College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.

**7.59 FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.

**7.60 DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

**7.61 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 College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College 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 College 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 College'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 College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College the Contractor, provided that the Contractor grants preferential treatment to the College with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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## 7.0 GENERAL CONDITIONS

**7.62 PROTESTING OF TERMS/CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the solicitation or Addenda and shall file a formal written protest within ten (10) calendar days after the date the notice of protest is filed. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

**7.63 PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total value of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

**7.64. CONE OF SILENCE:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.

**7.65. PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provide to Broward College in a format that is compatible with Broward College's information technology system. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each part acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

## Small Disadvantaged Business (SDB) Processes and Requirements

1. Vendor Non-Discrimination.
  - a. All vendors bidding on College contract opportunities must submit a vendor Covenant of Non-Discrimination Profile (Attachment A2). **Bids received without a fully executed Covenant of Non-Discrimination Profile from the proposing vendor will be considered non-responsive.**
2. Contract Compliance (Project by Project basis)
  - a. Upon execution of a project under this contract with Broward College, the successful bidder will utilize Subcontractor/Supplier Contact (Attachment A3) and Subcontractor/Supplier Utilization (Attachment A4) when submitting solicitation bid packages and will become a part of the contract between the bidder and the College.
  - b. Report of Subcontractor/Supplier Utilization (Attachment A5) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on Attachment A5.
  - c. Attachment A5 will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
  - d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
    - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Subcontractor/Supplier Utilization (Attachment A4). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
  - e. The successful bidder will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the Attachment A5. Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
  - f. Failure of the successful bidder to provide the specific SDB report by the specified date shall be sufficient cause for Broward College to:
    - Withhold approval of the successful bidder's invoices for progress payments,
    - Increase the amount of the successful bidder's retain age, or
    - Evoke any other penalties as stated in General Conditions of the RFP (**Nonconformance to Contract Conditions**).
3. COLLEGE's Responsibilities:

SDB Requirements in Contracts – Procurement Services, Facilities Management and the User Department managing the contract will be responsible for ensuring that SDB participation requirements and/or deliverables are specified within the contract, for eligible projects.



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3 and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY  
SMALL DISADVANTAGED BUSINESS (SDB)

ATTACHMENT A3

SUBCONTRACTOR/SUPPLIER CONTACT

*(List all SDB subcontractors or suppliers that were contacted regarding this project)*

Company Name of Subcontractor/Supplier	Contact Name, Address and Phone Number	Business License? (Yes or No)	Type of Work Solicited from Subcontractor/Supplier	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	Certification Agency Name and Expiration Date	Results of Contact

Proponent Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ Contract #: \_\_\_\_\_

Authorized Principal: \_\_\_\_\_ Proponent Contact Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*SDB firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.



OFFICE OF SUPPLIER RELATIONS AND  
DIVERSITY  
SMALL DISADVANTAGED BUSINESS (SDB)

**ATTACHMENT A4**

SUBCONTRACTOR/ SUPPLIER UTILIZATION

*(List all Small Disadvantaged Business Enterprise including Small, Disadvantaged, Minority and Women Business Enterprises Subcontractors/suppliers to be used on this project.)*

Company Name of Sub-contractor/ Supplier	Contact Name and Phone Number	Business License? (Yes or No)	NIGP Code	Type of Work to be Performed	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	*Certification Agency Name (attach copy of Certification)	Dollar (\$) Value of Work or Supplies	Percentage of Total Contract Amount

**Total SDB% \_\_\_\_\_**

Proponent Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ Contract #: \_\_\_\_\_

Authorized Principal: \_\_\_\_\_ Proponent Contact Number: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*SDB firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.



**REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION**  
 Please Submit Report to: The Office of Supplier Relations and Diversity  
 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, Florida 33309 or Fax to: 954-201-7330  
 (For questions completing this report call 954-201-7307)

**ATTACHMENT A5**

Company/Construction Manager/Contractor:							
Address:						Phone:	
Project Name:			For the Time Period of:		SDB Participation Goal (%):		
Is Contracting Company a Certified SDB (including Small Minority, Women and Disadvantaged firms) <input type="checkbox"/> Yes <input type="checkbox"/> No						Contract Value (\$):	
Type of Project: <input type="checkbox"/> Construction <input type="checkbox"/> Design <input type="checkbox"/> Construction Management <input type="checkbox"/> Other _____							
Subcontractor/Supplier Company Name	Contact Name and Phone Number	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	*Certification Agency Name <small>(attach copy of Certification)</small>	Scope of Work	NIGP Code	Monthly Payment	Amount Paid to Subcontractor / Supplier

\*Broward College recognizes certifications from the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Development Center [Florida], Broward County Government, Palm Beach County Government and Miami Dade County Government.

The undersigned ensures that each entity listed above performs a commercially useful function as defined in the Small Disadvantaged Business Program of Broward College. The undersigned also affirms that all payments listed above are true and correct.

_____ Signature of Authorized Principal	_____ Date	_____ Title / Telephone Number
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**Broward College** | **RFP-2014-161-DD**  
**STATEMENT OF "NO" RESPONSE** | **ATTACHMENT B**

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If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

**Broward College**  
 Procurement Services Department  
 6400 NW 6<sup>th</sup> Way, 2<sup>nd</sup> Floor  
 Fort Lauderdale, Florida 33309

This information will help **Broward College** in the preparation of future Bids/RFPs.

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for "NO" Response:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**See separate Adobe PDF in Demandstar**

## **Scope of Work**

Broward College seeks to purchase labor and materials from a Licensed Painting Contractor. The work consists of miscellaneous painting, repairing, preparing, refinishing, pressure cleaning, sealing, and waterproofing work at various Broward College facilities.

## **General Requirements**

The Contractor must be competent in all matters of commercial painting (interior and exterior), and related work. All work will be performed under the supervision of the Contractor's Project Manager. All work will be performed in a neat, timely and professional manner. Project experience in educational environments preferred.

As appropriate, the College may ask the Contractor to have a permanent on-site manager, depending on the size and complexity of the project. The Contractor shall manage individual projects by providing a project schedule, approved by the College, per work order or per project.

Contractor must have immediate access to all equipment, tools and personnel necessary to perform all functions of the repairs, maintenance and installations the job may require. This includes but is not limited to bucket and aerial trucks, and interior lifts, to perform required work. Contractor must have the ability to perform related work on buildings ranging from one story up to twelve story structures.

All materials provided and work performed shall fully conform to all current applicable local, state, and Federal regulations and codes. All materials incorporated into the work shall be new, unless otherwise approved by authorized College personnel. Contractor shall follow the manufacturer's operating and maintenance instructions for all work performed.

Contractor shall make every effort to keep any interrupted normal operations to an absolute minimum and shall be coordinated with authorized College personnel.

## **Estimates**

Bidder will provide written "Not to Exceed" estimates on all projects. This estimate will include the estimated number of hours, hourly rate, number & type of employees required, permitting, estimated material cost and completion date. It will be the bidder's responsibility to ensure they have all information to prepare accurate estimates.

## **Hourly Rate**

The hourly rate quoted shall include full compensation for labor, equipment use, and any other cost to the bidder. Hourly labor rates are specified as follows: **Note - Hourly rate will be calculated from bidder's arrival at job site. No hourly rate will be paid for travel time.**

*Hourly Labor Rate I* – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Monday thru Friday. (Rate to include labor, parts not included).

*Hourly Labor Rate II* – hourly rate for overtime painting, i.e. before 8:00 a.m. or after 5:00 p.m. Monday – Sunday, Including Holidays. (Rate to include labor, parts not included).

*Hourly Labor Rate III* – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Saturday and Sunday. (Rate to include labor, parts not included).

*Hourly Labor Rate IV* – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Holidays. (Rate to include labor, parts not included).

## **Cost of Materials**

To determine the cost of items that the Contractor may be required to provide for projects, please indicate the percent of mark-up or discount over the manufacturer. The Contractor **must** submit with the invoice, copies of manufacturer's invoices to verify the percent on materials purchased for a College project. If the Contractor's cost on an item increases, the cost to the College would also increase, but the "percent of mark-up" shall not change. If, and when, this occurs the Contractor will be required to provide proof of the cost increase.

***The College reserves the right to buy materials directly from suppliers for College projects.***

## **Site Inspection**

Prior to submitting its offer for any project it is required that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Vendors are also advised to examine carefully drawings and specifications and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

## **General Location of Work**

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the College prior to the final acceptance of the work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

Contractor shall notify the requesting department in writing of the site having pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the contractor to make repairs as stated above.

## **Protection**

The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the contractor.

Contractor shall make all necessary arrangements with the utility companies concerned for protection of their lines during the work period. Contractor shall exercise extreme caution to eliminate any possibility of damage to any utilities. Prior to commencing of any work at each site the contractor shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a hazard to the misc. repairs.

Restore any damage to property to its original condition, at contractor's expense, as acceptable to the College.

Contractor shall protect all existing and newly installed work, materials, equipment, improvements performed under this contract.

## **Employees**

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the College. The contractor shall supply competent and physically capable employees and the College may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the College.

Contractor shall assign an "On Duty" supervisor who is able to read, write, speak, and understand English, and have full authority to act for the Contractor; any work accomplished after 5:00 PM shall include a similar English-speaking team leader capable of carrying out assignments.

### **Storage of Materials**

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.

### **Removal of Debris and cleaning up**

Prior to acceptance of the work by the College, the contractor shall remove from site all trash and debris and shall dispose of such materials at approved dump sites.

### **Permits**

***Contractor shall obtain and pay for all required permits when applicable.*** All work not stated herein shall be in compliance with the South Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

### **Uniforms**

All personnel of the successful proposer shall be clearly identified by uniform shirt or other prominent marking.



**SAMPLE**

**Commercial Painting Services**

**Statement of Work**

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RFP-2014-161-DD:  
[Date published]

## Preliminaries

<b>Contractor</b>	
<b>Contractor Agent</b>	
<b>Contact Telephone</b>	OFFICE: MOBILE:
<b>Contact Email</b>	
<b>Engagement duration</b>	Sixty (60) months; two (2) additional one-year periods
<b>Begin date</b>	TBA
<b>End date</b>	TBA

PROJECT SUMMARY	

MILESTONES – PHASE 1		
TITLE:		TIMELINE:
PHASE OVERVIEW:		
MILESTONE: 1.1	TITLE:	RESPONSIBLE PARTY:
	DELIVERABLE	
MILESTONE: 1.2	TITLE:	RESPONSIBLE PARTY:
	DELIVERABLE	

<b>MILESTONES – PHASE 2</b>		
TITLE:		TIMELINE:
PHASE OVERVIEW:		
MILESTONE: 1.1	TITLE:	RESPONSIBLE PARTY:
	DELIVERABLE	
MILESTONE: 1.2	TITLE:	RESPONSIBLE PARTY:
	DELIVERABLE	

**Schedule of Values**

	Deliverable	Due Date	Cost

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**Statement of work**

**Assumptions** [List any general assumptions regarding the project. Provide details about who will provide what materials, services, and information.]

**Change management process** [Describe how to handle any changes to the project scope listed in the SOW. Detail how the changes will be addressed and implemented and how the associated costs will be handled.]



**Engagement related expenses** [Detail how all expenses that incur as a cost of doing business for the project will be handled. Explain who will be responsible for what expenses.]

**Professional services agreement**

[Detail the general terms and conditions for services provided to your client. Include who owns the product once the project is complete and how maintenance or upgrades will be handled and billed in the future.]

Description	Hourly Labor Rate I	Hourly Labor Rate II	Hourly Labor Rate III	Hourly Labor Rate IV
Project Manager / Supervisor	\$ _____	\$ _____	\$ _____	\$ _____
Painter	\$ _____	\$ _____	\$ _____	\$ _____
Helper	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____
Parts and Material	_____ % Mark-Up	_____ % Discount		
Equipment Rental	_____ % Mark-Up	_____ % Discount		

The hourly rate quoted shall include full compensation for labor, equipment use, and any other cost to the bidder. Hourly labor rates are specified as follows: **Note - Hourly rate will be calculated from bidder's arrival at job site. No hourly rate will be paid for travel time.**

*Hourly Labor Rate I* – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Monday thru Friday. (Rate to include labor, parts not included).

*Hourly Labor Rate II* – hourly rate for overtime painting, i.e. before 8:00 a.m. or after 5:00 p.m. Monday – Sunday, Including Holidays. (Rate to include labor, parts not included).

*Hourly Labor Rate III* – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Saturday and Sunday. (Rate to include labor, parts not included).

*Hourly Labor Rate IV* – hourly rate for straight time painting, i.e. from 8:00 a.m. to 5:00 p.m. – Holidays. (Rate to include labor, parts not included).

**Broward College**  
**WRITTEN OPINION REQUIREMENT re: FLORIDA**  
**PERFORMANCE - PRINTING**

**RFQ-2014-161-DD**  
**ATTACHMENT G**

Broward College is required in solicitations to comply with providing a preference to Florida Businesses in accord with Fla. Statute # 283.35 "Preference given printing within the state".

**To be Responsive, Printing Bidders/Proposers/Firms** shall submit with their bid/proposal/submittal a fully completed "Written Opinion Requirement re: Florida Preference- Printing".

1. **Name of firm** submitting a Bid/Proposal/ITN reply:

\_\_\_\_\_

2. List the **State** which is the Principal Place of Business for the Bidder/Proposer\*: \_\_\_\_\_

2A. Phone #: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

3. **Signature** of Bidders/Proposers: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Note: Bidders/Proposers who failure to submit a fully completed "Written Opinion Requirement re: Florida Preference- Printing" will cause their Bid/Proposal to be considered non-responsive.**

\*Principal place of business, as defined by F.S. 607.01401(20), or if the bidder/proposer is an individual or a sole proprietorship, then its principal place of business is in the state where the bidder's primary residence is located.

Listed below is a copy of:

**Florida Statute # 283.35 "Preference given printing within the state."**— When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities

**Broward College**  
**WRITTEN OPINION REQUIREMENT re: FLORIDA**  
**PREFERENCE - PERSONAL PROPERTY**

**RFQ-2014-161-DD**  
**ATTACHMENT H**

Broward College is required in solicitations to comply with providing a preference to Florida Businesses in accordance with Florida Statute # 287.084(personal property).

**To be responsive, firms shall submit with their bid/proposal/submittal** a fully completed "Written Opinion Requirement re: Florida Preference- Personal Property" form with all required information. The submitted document MUST be signed by an attorney at law licensed to practice law in the bidders/proposers state, and if not a State of Florida business, the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business, as defined by F.S. 607.01401 (20)\*, are in that state in the letting of any or all public contracts.

1. **Name of firm** submitting a Bid/Proposal/ ITN Reply:

\_\_\_\_\_

2. List the **State** which is the Principal Place of Business, as defined in F.S. 607.01401(20)\*, for the Bidders/Proposer:

\_\_\_\_\_

3. List the **Name of your Attorney at Law** licensed to do business in that state: \_\_\_\_\_

3A. Phone # and email address of your attorney: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

4. **Attorney Written Opinion for Businesses not in the State of Florida:**

Define below if the proposers State , has laws that provide preferences, if any or none, granted by the law of the state as to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

\_\_\_\_\_  
\_\_\_\_\_

4A. What is the specific web url where the bidders'/proposers' state law is defined as to providing preference to in state businesses for any or all public contracts?

\_\_\_\_\_

4B. The bidders'/proposers' foreign state law provides what percentage preference to in state businesses for any or all public contracts? \_\_\_\_\_%

4C. The bidders'/proposers' foreign state does not have any laws that provide a preference to in state businesses for any or all public contracts? Yes \_\_\_\_\_ No \_\_\_\_\_

5. **Signature** of your Attorney at law licensed to do business in that state: \_\_\_\_\_ Printed

Name: \_\_\_\_\_

**Note: Bidders/Proposers who are submitting bids/proposals for Personal Property; Failure to submit a fully completed Special Condition # 27.01"Written Opinion Requirement re: Florida Preference- Personal Property" will cause their Bid/Proposal to be considered non-responsive.**

\*If the bidder/proposer is an individual or a sole proprietorship, then its principal place of business is in the state where the bidder's primary residence is located.

Listed below is a copy of:

**Florida Statute # 287.084 Preference to Florida businesses.-**

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.