



Invitation to Bid #05-22

Fire Sprinkler Inspections and Related Services

Santa Fe College invites you to submit a bid for a Charter Bus Services according to the terms and conditions herein.

Thank you for your interest in Santa Fe College.

RFP #01-19: Charter Bus Services
INFORMATION SHEET

Date of Posting: September 13, 2021

Santa Fe College Purchasing Department Contact	David Schlafer, Director of Purchasing & Auxiliary Services E-mail: david.shlafer@sfccollege.edu
Dates/Times/Locations of Inspections [Optional] (see Section 1.7 for more information)	<p style="text-align: center;">September 28, 9:00 a.m. NW Campus 3000 NW 83rd Street, U-Building Lobby Gainesville, FL 32606</p> <p style="text-align: center;">September 29, 9:00 a.m. Institute of Public Safety/Kirkpatrick Center 3737 NE 39th Avenue, Main Lobby Gainesville, FL 32609</p> <p style="text-align: center;">September 30, 9:00 a.m. Andrews Center (Starke) 209 W. Call Street, Main Lobby Starke, FL 32091</p>
Changes/Inquiry Deadline <u>Unless specified otherwise in a College-issued addendum to this solicitation, requested changes to any conditions or specifications must be sent by the date in this section or they will not be considered.</u> (See Section 1.5 for more information)	Friday, October 1, 2021
Date Addendum #1 to be Posted https://www.sfccollege.edu/finance/purchasing/bids/index (See Section 1.6 for more information)	Wednesday, October 6, 2021
Date and Time Proposal is Due (See Section 1.8 for more information)	Wednesday, October 20, 2021; 3:00 p.m.
Date of Recommended Award Posting	Monday, October 25, 2021
Contract Start Date	November 1, 2021

Any changes to the above schedule will be posted in an addendum at <https://www.sfccollege.edu/finance/purchasing/bids/index>.

Solicitation Acknowledgement - REQUIRED

This page must be included with your submission. Failure to do so will result in immediate rejection of your submission.

Solicitation Number/Title: 05-22: Fire Sprinkler Inspections and Related Services
<p>The undersigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.</p> <p><u>The undersigned understands and agrees that by submitting a response that the entirety of the response is subject to Florida Statute 119 and will be considered a public record upon solicitation award or recommendation to award subject to the following exemptions.</u> Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida's public records law, the bidder/proposer <u>must provide evidence</u> of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential information must be labeled in writing as such when delivered to the recipient. (Any item marked "Confidential" that is not accompanied by sufficient evidence of statutory exemption or a protective order shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision.)</p> <p>The undersigned understands and agrees that any vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information sheet (page 2), and that any vendor-required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College's complete discretion) result in the rejection of the entire submission.</p> <p>The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.</p>
Bidder/Proposer Business Entity Name:
Business Address:
Printed Name of Authorized Signatory:
Title of Authorized Signatory:
Authorized Signatory Signature:

1.0 General Terms and Conditions

To ensure acceptance of your response to this solicitation, please be sure to follow the instructions herein. By signing the "Solicitation Acknowledgement", you agree to the terms and conditions below. **Any and all conditions within this solicitation document which vary from these general conditions shall have precedence. Any attempts by the bidder/proposer to alter these General Terms and Conditions shall be void and unenforceable unless agreed to specifically in a written agreement signed by the parties.** Any proposed changes must be submitted by the "Inquiry Deadline" specified on Page 2.

1.1 Definitions

"Bidder/Proposer" refers to the business entity submitting a bid, proposal, or reply in response to this solicitation.

"Board" refers to Santa Fe College's Board of Trustees

"College" and/or "SF" refers to Santa Fe College.

"Contractor" refers to the bidder/proposer whose response is selected for award.

"Response" refers to a business entity's submission in response to this solicitation.

1.2 SEALED SUBMITTALS/DEADLINE: All responses must be submitted by the date/time required on the "Solicitation Information Sheet" in a sealed envelope or box addressed as follows:

Santa Fe College
Director of Purchasing and Auxiliary Services
Robertson Administration Bldg. Room 42
3000 NW 83rd Street
Gainesville, Florida 32606.

The face of the envelope or box shall contain, in the lower left-hand corner, the Solicitation Number, Title, and Due Date and Time.

Offers by fax, e-mail, or telephone will not be accepted.

It is the sole responsibility of the bidder/proposer to deliver his or her response to the address contained herein on or before the closing hour and date shown above. Responses received after the specified due date/time shall be rejected, and retained unopened for the record. The College is not responsible for late mail or any other circumstance resulting in a late submission. No Purchasing Department staff will incur responsibility for the inadvertent opening of a response not properly sealed, addressed or identified.

Submissions are considered valid for 120 days from the due date unless otherwise stated herein.

1.3 EXECUTION OF RESPONSE: The response must contain a manual signature of an authorized representative of the bidder/proposer on the "Solicitation Acknowledgement" form (Page 3). Responses not submitted with the "Solicitation Acknowledgement" form shall be rejected.

- 1.4 COSTS: The College is not liable for any costs incurred by a bidder/proposer in responding to this solicitation, including those for oral presentations, if applicable.
- 1.5 INQUIRIES & INTERPRETATIONS: Any questions concerning terms, conditions and/or specifications shall **only** be directed via e-mail to the Purchasing Department Contact (see Page 2) no later than the inquiry deadline (see Page 2). Failure to comply with this condition will result in bidder/proposer waiving his/her right to dispute the solicitation terms, conditions and/or specifications. Please reference the solicitation number in all inquiries. **Any vendor that contacts others at the College to discuss the solicitation may be disqualified.**

The Purchasing Department Contact may send inquiries to bidders/proposers for clarification of information, if necessary.

- 1.6 ADDENDA: Any addenda to this solicitation will be posted on the SF Purchasing web site (<https://www.sfcollege.edu/finance/purchasing/bids/index>) by 5:00 p.m. on the date indicated on the Solicitation Information Sheet (Page 2) or in the addenda itself if further addenda are necessary. **It is the bidder's/proposer's responsibility to assure that any addenda are received.** Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary. It may be required that an addendum be signed and returned with the bidder's/proposer's response. Proposers who do not sign addenda (if required) may have their entire response rejected.
- 1.7 PRE-SOLICITATION MEETING(S): Pre-bid or pre-proposal conferences or inspections may be held to assist responders with understanding the specifications and/or viewing the relevant location(s). If such a meeting is designated as "Mandatory", then only those who attend will be considered for award. Bidders/proposers are **strongly** urged to attend any non-mandatory pre-bid or pre-proposal conference as individual vendor appointments to review specifications will not be accepted.
- 1.8 SOLICITATION OPENING/DUE DATE AND TIME: Anyone may be present at a solicitation opening and/or receive a list of names of bidders/proposers. However, the contents of the solicitation responses shall not become public until an award or recommendation for award is made. Any responses received after the due date/time shall be deemed nonresponsive and retained unopened for the record.
- 1.9 SCORING MEETING: If this solicitation is a Request for Proposals (RFP) or Invitation to Negotiate (ITN), then a public scoring meeting may be held to determine the award recommendation or recommendation for negotiations. The date, time, and location of the meeting will be specified on the Solicitation Information Sheet (if known). Should the date, time, or location of the scoring meeting change, it will be noted in an addendum (see 1.6). Vendors are not required to attend.
- 1.10 PRESENTATIONS: A solicitation may require vendors to further elaborate on what they are offering in a presentation to the College or simply to answer evaluation committee questions. If presentations are required, the expected presentation days and times will be listed on the Solicitation Information Sheet (if known). Any documents handed out by the proposer may be considered part of the proposer's response or reply at the discretion of the College. If any document or any other aspect of the presentation conflicts with the proposer's original response, the College may opt to use either the prior response or the presentation response as the College deems most favorable.

- 1.11 NEGOTIATIONS: For an RFP, the College reserves the right to further negotiate terms to create an agreement with a top-ranked, awarded, or recommended awarded proposer. Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary.
- 1.12 AWARD: In the best interest of the College, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. The College also reserves the right to reject any and all responses, to cancel a solicitation process at anytime, or waive any minor irregularity or technicality in responses received. Further, the College reserves the right to secure expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated with a business entity submitting a response.) In some cases, an award may be based on the top-ranked bidder/proposer and the College being able to agree on final contract terms. If for any reason the top-ranked bidder/proposer and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked bidder/proposer, and so on.
- 1.13 POSTING AND TABULATION: The posting of the award or recommended award will be made on or about the date of award notification as indicated on the Solicitation Information sheet (Page 2). Award notices will be posted on the SF College Purchasing Office bulletin board (outside room F-042, 3000 NW 83rd Street, Gainesville, Florida, 32606) and on the College's purchasing solicitation website, <https://www.sfcollege.edu/finance/purchasing/bids/index>. After award, solicitation files may be examined during normal working hours by appointment. In accordance with Florida Statute 119.071(1), the contents of all solicitations become public records and are available to public inspection when an award or recommendation to award is posted or 30 days after responses are open – whichever is earlier. However, if the College rejects all responses, and concurrently provides notice of its intent to reissue the solicitation, the responses shall remain exempt from disclosure until notice of an award or intended award concerning the reissued solicitation is made or 12 months has passed, whichever is sooner.
- 1.14 PROTEST: The recommended award will be posted for review by interested parties both online (at <https://www.sfcollege.edu/finance/purchasing/bids/index>) and in the Alan J. Robertson Administration Building, outside Room F-46 and will remain posted for a period of at least seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

In accordance with FS 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) shall post, at the time of filing the formal written protest, a bond payable to the College in an amount equal to one percent (1%) of the estimated total volume of the award. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the 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 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, it shall recover all costs and charges that shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

- 1.15 INSURANCE: Insurance Requirements will be provided in the specifications when necessary. If insurance is required, the Contractor must provide proof of this insurance prior to any delivery or work being performed, and provide evidence that such insurance is in place at all times throughout the agreement. Failure to have required insurance coverage at any time during the agreement shall be grounds for default. The College may, at its option, immediately suspend the agreement until the required insurance coverage has been restored, or immediately terminate the agreement for default. Any amount due from the College under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.
- 1.16 PRICES, TERMS, AND PAYMENT: Contractor prices shall include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder/proposer is requested to offer cash discount for prompt invoice payment (where applicable). Unless otherwise stated in this solicitation, payment terms shall be Net 30 days.
- 1.17 TAXES: Santa Fe College does not pay Federal Excise or State Sales Tax. Do not include these items on invoices. The applicable tax exemption number is shown on the College's Purchase Order. A copy of the College's tax exempt certificate is available upon request.
- 1.18 MISTAKES: Failure to examine the specifications, delivery schedule, prices, extensions, and all instructions pertaining to any goods and services solicited herein will be at bidder/proposer's risk. In case of mistake in extension, the unit price will govern.
- 1.19 DELIVERY: Delivery time may become a basis for making an award. Unless otherwise specified, delivery shall be made within 30 days from the date of receiving a College purchase order. Unless otherwise agreed, deliveries to the College shall be within 8:30 a.m. - 3:30 p.m., Monday through Friday.
- 1.20 CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders/proposers must disclose with their solicitation the name of any officers, director, or agent who is also an employee of Santa Fe College. All bidders/proposers must disclose any College employee who owns, directly or indirectly, any interest in the bidder's/proposer's business or any of its branches. The bidder/proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the College for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder/proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the College. The bidder/proposer shall have no interest and shall not acquire any interest that shall conflict in any manner with the performance of the products or services required under this solicitation.
- 1.21 NON-CONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at bidder's/proposer's expense. Non-conforming items and items not delivered as per delivery date required by the solicitation and/or purchase order may result in bidder/proposer being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. Any such violation of the award/agreement may also result in the bidder/proposer being

prohibited from participating in future business with the College in accordance with the College's vendor policy.

- 1.22 DISPUTES: In case of any doubt or difference of opinions as to the services to be furnished hereunder, the decision of the College's Purchasing Director shall be final and binding on both parties. However, should an administrative hearing occur, the party requesting the hearing shall be held accountable for any and all costs relating thereto.
- 1.23 GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship, or performance of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the successful bidder/proposer to notify the College at once, indicating in the notice the specific regulation which required an alteration. Santa Fe College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the award/agreement at no expense to the College.
- 1.24 LEGAL REQUIREMENTS: Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility.
- 1.25 PATENTS AND ROYALTIES: The bidder/proposer, without exception, shall indemnify and save harmless Santa Fe 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 Santa Fe College. If the bidder/proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.26 ADVERTISING: Bidder/proposer agrees not to use the results of this solicitation as a part of any commercial advertising without prior approval from the SF Director of Purchasing.
- 1.27 ASSIGNMENT: Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder may be assigned with written notification to the SF Director of Purchasing and Auxiliary Services. However, any such assignment shall permit the College to terminate any ongoing agreement with 30 days notice if desired by the College.
- 1.28 LIABILITY (HOLD HARMLESS AGREEMENT): The awarded business entity (Contractor) agrees, by accepting the award of this solicitation, to the following:

On behalf of Contractor and any heirs, executors, administrators and assigns, Contractor hereby waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the District Board of Trustees of Santa Fe College and the State of Florida and their respective trustees, employees, agents, successors, and assigns (collectively, "Releasees") from all claims, liabilities, actions and causes of action, damages, costs and/or expenses of any nature, including but not limited to attorneys' fees and costs (collectively "Claims"), arising out of or in any way connected with the appropriate use of the products or performance of the services set forth herein.

- 1.29 ANTI-DISCRIMINATION CLAUSE: Santa Fe College is committed to an environment that embraces diversity, respects the rights of all individuals, is open and accessible, and is free of harassment and discrimination based on, but not limited to, ethnicity, race, creed, color, religion, age, disability, sex (including pregnancy, gender identity, and sexual orientation), marital status, national origin, genetic information, political opinions or affiliations, and veteran status. To the extent applicable, the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- 1.30 AMERICANS WITH DISABILITIES ACT: The successful bidder/proposer shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, any agreement resulting from this solicitation may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.
- 1.31 STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State of Florida's Department of State.
- 1.32 PUBLIC ENTITY CRIME INFORMATION: As per Florida Statutes, Section 287.133(2)(a), "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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- 1.33 DISCRIMINATORY VENDORS LIST: An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a response to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.
- 1.34 UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS: The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.
- 1.35 RECORDS: All responses become the property of the College and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.
- 1.35.1 PUBLIC RECORDS LAW: The bidder/proposer agrees to allow the College and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the bidder/proposer in conjunction with any submission or agreement resulting from this solicitation. Refusal to comply with this provision shall constitute sufficient cause for termination of any agreement resulting from this solicitation. All written records

received by College in connection with the transaction of official business, including information contained in any responses to this solicitation may be deemed public records and are subject to the provisions of Ch. 119, Florida Statutes. In addition, if federal funds are used in this procurement, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

1.35.2 AUDIT RECORDS: The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation.

1.35.3 RETENTION OF RECORDS: The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing) or certified mail within ten (10) days if/when the records are moved to a new location.

- 1.36 SEVERABILITY: The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.
- 1.37 GOVERNING LAW AND VENUE: Any agreement resulting from this solicitation is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Alachua County, Florida.
- 1.38 TERMINATION FOR CONVENIENCE: Unless otherwise stated herein or agreed to, any agreement resulting from this solicitation may be terminated by either party upon no less than ninety (90) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail

(return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

- 1.39 **TERMINATION FOR CAUSE:** Failure by either party to adhere to the terms and conditions herein will place the defaulting party in default status. The defaulting party shall have 30 days to correct such default to the satisfaction of the other party. Should the corrections be insufficient, the non-defaulting party may terminate the agreement for cause. Regardless of which party terminates, any obligations due to either party for work performed up to the point of default shall be paid within 30 days of termination of the Agreement.
- 1.40 **AVAILABILITY OF FUNDS:** The obligations of the College under the award(s) from this solicitation are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
- 1.41 **FORCE MAJURE:** Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement resulting from this solicitation due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, strikes, or labor disputes.
- 1.42 **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the bidder/proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the bidder's/proposer's representative that are in writing will be recognized by the College as duly authorized expressions on behalf of the bidder/proposer.
- 1.43 **COLLEGE RULES:** Contractor understands and agrees to follow all current College rules that may apply to any service they perform on College property, including, but not limited to, College Rule 2.8 (Policy Prohibiting Discrimination and Harassment), Rule 2.12 (Prohibition Against Fraudulent or Other Dishonest Acts), and Rule 3.38 (Prohibition of Firearms and Weapons on College Premises). These rules, which may be changed from time to time, can be viewed at <http://www.sfcollge.edu/rules/>. Contractor further understands that Board Rule 2.8 prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor understands that Contractor personnel must report any suspected sexual harassment or violence to the appropriate authorities including the SF College Police Department and the College's Equal Access/Equal Opportunity Coordinator.
- Contractor understands that current Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the Florida Abuse Hotline of the Department of Children and Families at 1-800-962-2873. More information about reporting abuse may be found online at <http://www.dcf.state.fl.us/programs/abuse/index.shtml>. Additionally, Contractor understands that Florida law requires reporting suspected abuse of a child even when the alleged abuser is not the parent or caregiver of the child.
- 1.44 **E-VERIFY:** To the extent that Contractor meets the definition of "contractor" in Fla. Stat. § 448.095(1)(b), Contractor shall comply with Fla. Stat. § 448.095 and this section. Contractor and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor will provide appropriate evidence of

enrollment to College upon request. Contractor will require each subcontractor, if any, to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavits for the duration of its contract with College. If the College, the Contractor, or a subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Fla. Stat. § 448.09(1), it shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional cost or expense incurred by College as a result of such termination of a contract. If College has a good faith belief that a subcontractor knowingly violated this section, but the Contractor otherwise complied with the relevant law, College will promptly notify the Contractor and direct the Contractor to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional costs or expenses incurred by College as a result of such termination of a contract.

2.0 Specifications/Scope of Work

Contractor shall provide all tools, labor, and equipment to perform total maintenance, testing, and inspection of the entire fire sprinkler systems and all of its components in accordance with Florida Fire Prevention Code and applicable National Fire Protection Association Codes. Services shall include responding to incidental and/or emergency service calls. Service calls shall be initiated by the College's Contract Administrator or their representative. Contractor shall not subcontract work to any other vendor without express written permission by the College's Contract Administrator. Operational and all tests of the Fire Sprinkler Systems shall be performed in accordance with the most current Florida Fire Prevention Code. All tests shall be performed by a qualified fire sprinkler technician employed by the Contractor. Any questions arising from code interpretation shall be addressed to the Alachua County Fire Marshall. The decision of the Alachua County Fire Marshall shall be binding.

2.1 Term

The term shall begin on November 1, 2021 and end October 31, 2022. If desired by both parties, the term may be renewed for an additional one-year term for up to four (4) additional years (10/1/2022-9/30/2023, 10/1/2023-9/30/2024, 10/1/2024-9/30/2025, and 10/1/2025-9/30/2026).

2.2 Contractor Qualifications

2.2.1 Contractor shall be licensed to perform work in the state of Florida.

2.2.2 Contractor shall have been involved in maintenance, testing, and inspections of fire sprinkler systems as a contractor for a minimum period of five years.

2.2.3 Contractor must maintain adequate licensing by the state of Florida during entire period of contract. Loss of license could be cause for termination of the contract.

2.2.4 Contractor shall maintain workforce of at least three qualified technicians during the period of this contract.

2.2.5 Contractor shall have in his possession or shall have the capacity to procure all necessary tools and equipment to perform the work required by this contract such as, but not limited to, ladders, scaffolding, hand tools, power tools, and personal protective equipment.

2.3 Contractor Employees/Employee Qualifications

2.3.1 At least one employee shall have in his/her possession, a valid certification issued by the state of Florida for work in Fire Sprinkler Systems at all times while performing work for the College. This employee must be present at job site at all times work is being performed.

2.3.2 All contractor employees shall be clothed in recognizable uniforms plainly displaying the logo of the contractor and the name of the employee or, in absence of uniforms, have displayed plainly visible, a picture identification badge attached to employee's person.

2.3.3 All contractor employees shall provide picture identification, such as an identification badge or valid driver's license, immediately upon request of any College employee while on College premises.

2.3.4 Contractor shall have on site at least one employee to supervise, lead, or be in charge of the work crew at each job site. The name of the person in charge and the number of employees on each job site shall be communicated to the College's Designated Facilities Administrator or their representative prior to beginning work.

2.3.5 The College intends to provide a safe, effective, and efficient service to its students, staff and faculty. The College requires that all persons who work on College property are committed to seeing that the College's mission and philosophy are given the highest consideration. Therefore, the Contractor shall ensure that Contractor personnel will reflect the College's intent in this manner. The College retains the right to refuse access to any person(s) it deems necessary in the best interest of the College.

2.3.6 Background Checks

The Contractor shall ensure that all persons hired have had a complete FDLE criminal background check. The Contractor will not allow any persons to work on College premises if their background indicates that they would pose a threat to other persons or College property. The Contractor shall be held responsible for the actions of its employees. If requested by the College's Human Resources Director (or designee), the Contractor will provide for inspection the background check results on any Contractor employee who performs work at any College facility. Failure to provide proof of a background check being conducted on an individual

shall be grounds for default and any such individual shall be immediately prohibited from working at any College location. (Also, see Section 1.54 regarding E-Verify requirements.)

2.3.7 Prohibition of Sexual Offenders/Predators

Contractor will ensure that any employee of the Contractor or Subcontractor coming upon the College premises for any reason whatsoever is not a registered sex offender or sexual predator.

2.3.8 Removal of Objectionable Contractor Personnel

Any employee whose work performance or conduct is objectionable to the College shall be immediately removed from the College premises at the request of the College's Chief Information Officer or Director of Human Resources. Such removal shall be by the Contractor. Objectionable behavior includes using any College equipment not specifically designated for Contractor use.

2.3.9 All contractor employees shall adhere to all City, State, and United States Governmental Laws and Regulations at all times while on College property. Contractor shall be held responsible for any such violations.

2.3.10 Contractor shall maintain a clean and safe workplace at all times. Contractor shall remove and properly dispose of all scrap, debris, trash, and excess materials during all work and especially at end of workday or end of each job. Contractor shall not use any City-owned trash receptacles without prior permission of the Contract Administrator or his representative.

2.3.11 Contractor shall properly and safely contain any and all water discharged from the Fire Sprinkler System, during work, into proper devices and/or containers until water is emptied into proper drain. Water discharged to the exterior of buildings shall be piped or directed to closest proper drain or proper area designated by the College's Designated Facilities Administrator or their representative.

2.3.12 Contractor shall provide only properly and adequately trained employees. Contractor employees shall be properly and adequately trained in the operation and use of all tools, power tools, and equipment.

2.3.12 Contractor employees shall not leave any site unprotected by the Fire Sprinkler System without notification and permission of the College's Designated Facilities Administrator or their representative.

2.4 Insurance

Prior to work commencing, Contractor must provide the College with a Certificate of Insurance certifying that the following insurance policies are currently maintained:

Type	Minimum(s)
General Liability	
General Aggregate	\$1,000,000
Products Liability	\$1,000,000
Personal Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
Automobile Liability (includes owned, non-owned, and hired vehicles)	
Combined single limit	\$1,000,000
Worker's Compensation	Statutory limits

The Certificate(s) of Insurance must provide the College with a thirty-day guaranteed cancellation clause, wherein the College will be advised prior to cancellation or material change in the required policies. The Certificate of Insurance must indicate that "The District Board of Trustees of Santa Fe College, Florida" is named as Additional Insured and Loss Payee, As Their Interest May Appear (ATIMA) on the aforementioned policies of insurance (except for Workers' Compensation).

The College must be listed as the Certificate Holder/Additional Insured as follows:

The District Board of Trustees of Santa Fe College, Florida
3000 NW 83rd Street
Gainesville, FL 32606

Failure to provide proof of insurance during the contract period will be considered a default.

2.5 Scheduled Maintenance, Testing, and Inspections

2.5.1 Contractor shall schedule all maintenance, testing, and inspections in accordance with Florida Fire Prevention Code. All Fire Sprinkler Systems shall be accepted in present conditions and immediate maintenance, testing, and inspections shall begin immediately upon awarding of this contract.

2.5.2 Contractor shall provide a 48-hour notice to the College's Designated Facilities Administrator prior to any scheduled maintenance, testing, and inspections.

2.6 Service Calls

2.6.1 Contractor shall not respond to any calls for service on Fire Sprinkler Systems other than the service calls initiated by the College's Designated Facilities Administrator or their representative.

2.6.2 Contractor shall respond with employees on site within a two-hour period of receiving a service call during normal work hours unless otherwise requested by the College's Designated Facilities Administrator or their representative. Failure to respond timely shall place the contractor in default as per section 1.39.

2.6.3 Contractor shall respond with employees on site within three hours of receiving a service call during off hours including weekends and holidays. Failure to respond timely shall place the contractor in default as per section 1.39.

2.6.4 Contractor shall maintain and provide to the College's Designated Facilities Administrator a current emergency on-call list. Contractor shall continuously provide an updated emergency on-call list.

2.7 Parts and Materials

2.7.1 Contractor shall not order, buy, or use any parts or materials without approval of College's Designated Facilities Administrator or their representative. Contractor shall obtain at least three competitive quotes and choose the lowest-cost provider for any parts and materials order with a total cost of over \$1,000.

2.7.2 The College's Designated Facilities Administrator or their representative reserves the right to purchase parts and/or materials and have the contractor to provide installation of such.

2.7.3 Contractor to provide parts and/or materials in new condition. All warranties associated with parts and materials shall be assigned to the College. Damage resulting from parts and/or materials of inferior condition purchased and/or provided by the Contractor shall be the responsibility of the Contractor.

2.7.4 Contractor shall invoice the College for any parts and materials on a pass-through basis. A copy of the original purchase invoice shall be included with the invoice to the College. Contractor shall include written maintenance, tests, and inspection reports with the invoice to the College.

2.8 Sprinkler System Locations

1. ANDREWS CENTER Main Bldg. - Sprinkler (wet)
209 W. Call Street
Starke, FL 32091
2. BLOUNT HALL
530 W University Ave.
Gainesville, FL
3. IPS KIRKPATRICK CENTER
3737 NW 39th Ave.
Gainesville, FL
4. Northwest Campus (Buildings E, FAH, J, N, P, S, W-annex, X, and Y)
3000 NW 83rd Street
Gainesville, FL 32606

See Appendix B for a Spreadsheet with Additional Detailed Information

[Continued on next page.]

3.0 Submittals

You must submit the following for your bid to be considered:

1. A signed Submission Acknowledgement Form (Page 3).
2. Proof of Qualifications and Licensure (see 2.2.1/2.2.3). Describe your firm's number of local (within 50 miles of all locations) technicians (must be at least 2), who the College's account manager would be, and include your company's years of experience (minimum 5 years). [Pass/Fail]
3. A list of at least 3 references of clients where you provide services similar in scope to the services requested herein. Each reference shall indicate the customer's company name, a contact name, contact phone number, and contact e-mail address. Poor or insufficient references (or references that are not reachable due to inaccurate information) may be grounds for finding a bid non-responsive at the discretion of the College. In addition, if the references do not demonstrate a capability to service an institution the size of Santa Fe College, the bid may be rejected at the discretion of the College. [Pass/Fail]
4. Provide a service plan for this account to include scheduling of inspections, methodology for scheduling emergency service requests, sample inspection reports, and quality controls. Include anything else in this section that might demonstrate the Company's philosophy and strategy for providing excellent customer service. [Pass/Fail]
5. Section 4.0 (Price/Information Sheet)
6. Section 5.0 (Bidder Contact Information Sheet)

You may submit the following as well, if applicable:

7. Appendix A: Drug-Free Workplace Statement signed

"[Pass/Fail]" means that the College will evaluate the responses and if deemed insufficient or if the information is not present, the bid may be rejected as non-responsive.

4.0 Price/Information Sheet

Provide Pricing for Inspections (See Appendix B for a Spreadsheet with additional Information):

	Annual / semi-annual / quarterly Sprinkler Inspections (Total for All)	(5) Five Year Sprinkler Inspection	Backflow Inspections	Fire Hose Inspections
ANDREWS CENTER Main Bldg. - Sprinkler (wet)				NA
BLOUNT HALL - Sprinkler (dry)				NA
IPS KIRKPATRICK CENTER - Sprinkler (dry) Appartment				NA
IPS KIRKPATRICK CENTER - Sprinkler (dry) Bar/Rest.				NA
IPS KIRKPATRICK CENTER - Sprinkler (wet) Main Bd.				NA
E - Sprinkler (wet)				NA
E- Fire Pump				NA
FINE ARTS HALL - Sprinkler (wet)				
FINE ARTS HALL- Fire Pump				NA
J - Sprinkler (wet)				NA
N - Sprinkler (wet)				NA
P - Sprinkler (wet)				NA
P- Fire Pump				NA
S - Sprinkler (wet)				NA
W ANNEX - Sprinkler (wet)				NA
X - Sprinkler (wet)				NA
Y - Sprinkler (wet)				NA
Y - Fire Pump				NA
TOTAL:				

Provide Pricing for Additional Labor Not Included Otherwise:

This includes work on Fire Sprinkler Systems not otherwise included in the contract. Labor costs for supervisors and technicians per hour shall be entered into the table below. Vehicle and equipment costs are considered **included** in the hourly labor rate. Parts are in accordance with Section 2.7.

Additional Labor Costs	Normal Business Hours Labor 8AM-5PM	After Hours Labor
Supervisor	\$ /Hour	\$ /Hour
Technician	\$ /Hour	\$ /Hour
Helper	\$ /Hour	\$ /Hour

Note: Pricing for Inspections and for Additional Labor will be equally evaluated to determine the best value.

5.0 Proposer Contact Information Sheet

The bidder must provide a contact person to which all College communications should be directed. (Please type or print clearly!)

Name of Bidder Contact: _____

Phone Number: _____

E-mail address: _____

APPENDIX A: DRUG-FREE WORKPLACE PROGRAM STATEMENT

In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug-free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The Special condition is as follows:

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

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

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

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

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

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

SIGNATURE _____

DATE _____

TITLE _____

Appendix B – Spreadsheet of Requirements and Equipment

Please see the spreadsheet linked here.

Note that there are two tabs on the spreadsheet, so make sure you view both.

<https://www.sfcollege.edu/Assets/sf/finance/pdfs/purchasing/bids-solicitations/2021-2022/AppendixBSPRINKLERREQUIREMENTS.xlsx>