



## **Purchasing Department**

# **Invitation to Bid 02-24 Elevator Door Lock Monitoring Controls**

Santa Fe College invites you to submit a bid to provide Elevator Door Lock Monitoring Controls according to the terms and conditions herein. Thank you for your interest in Santa Fe College.

This project is being supported, in whole or in part, by federal award number SLFRP0125 awarded to the State of Florida by the U.S. Department of the Treasury

# ITB #02-24: Door Lock Monitoring Controls INFORMATION

Posting Date: August 11, 2023

<b>Santa Fe College Purchasing Department Contact</b>	<a href="#">Phil Carver</a> , Purchasing Agent
<b>On-Site Inspection (Optional)</b> The onsite inspection will give bidders the opportunity to survey the area.	<p>Monday, August 28, 2023, at 9:00 a.m. NW Campus (Outside building Y) 3000 NE 83<sup>rd</sup> Street Gainesville, FL 32606</p> <p>Monday, August 28, 2023, at 1:00 p.m. Kirkpatrick Center 3737 NE 39<sup>th</sup> Ave Gainesville, FL 32609</p> <p>Monday, August 28, 2023, immediately following. Andrews Center 209 W. Call St. Starke, FL 32901</p>
<p style="text-align: center;"><b>Changes/Inquiry Deadline</b> (see Section 1.5)</p> <p>Inquiries must be made through BidNet. Use the “Ask a Question” button within the BidNet platform (after registering).</p> <p><i>NOTE: 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.</i></p>	Monday, September 4, 2023
<p style="text-align: center;"><b>Date Addendum to be Posted</b> (see Section 1.6)</p> <p>See <a href="https://www.bidnetdirect.com/florida/santafecollege">https://www.bidnetdirect.com/florida/santafecollege</a></p>	Friday, September 8, 2023
<b>Date and Time Proposal is Due</b> (see Section 1.8)	Wednesday, September 20, 2023, 3:00 p.m.
<b>Date of Recommended Award Posting</b>	Monday, September 25, 2023
<b>Board of Director’s Meeting (if applicable)</b>	Tuesday, October 17, 2023

Any changes to the above schedule will be posted in an addendum to this solicitation at <https://www.bidnetdirect.com/florida/santafecollege>

### **Submission Platform**

BidNet is the College's platform to post and receive electronic bids (ITBs) and requests for proposals (RFPs). Registering at BidNet and responding to this solicitation is free for vendors.

For questions on how to use BidNet or any BidNet technical support, contact BidNet's support team at 800-835-4603, Option 2.

**Questions about this solicitation must be asked through the BidNet Platform**, but to provide the College with feedback on your experience with the BidNet platform, e-mail the College's Purchasing Contact (indicated at the top of the above chart).

### **Post Solicitation Submission Date Communications**

Should the College change any calendar dates after bids or proposals are due (such as the award posting date), the changes will be posted in the solicitation's "Communication" tab on BidNet as well as on the College's website at <https://www.sfcollege.edu/finance/purchasing/bids/>.

Bidders remain responsible to check these locations for any such updates as direct e-mails to vendors may not be sent.

# Solicitation Acknowledgement (REQUIRED)

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

## Solicitation ITB 02-24: Elevator Door Lock Monitoring Controls

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.

**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:** 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 **must provide evidence** 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.)

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.

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.

**Bidder/Proposer Business Name**

---

**Business Address**

---

**Printed Name & Title of Authorized Signatory**

---

**Signature of Authorized Signatory (Please Sign & Date)**

---

# 1.0: General Terms and Conditions

To ensure acceptance of your response to this solicitation, 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

- **Agreement** shall refer to the specifications herein required of the awarded vendor as well as any resulting contract created from a request for proposals (RFP) process.
- **Bidder/Proposer** refers to the business entity submitting a bid, proposal, or reply in response to this solicitation.
- “BidNet” and “BidNetDirect” both refer to the electronic solicitation website through which the College posts and receives responses to solicitations.
- **Board** refers to the Santa Fe College 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 SUBMITTAL DEADLINE

All responses must be submitted by the date/time required on the “Calendar Information” page via the College’s BidNet Direct webpage. (<https://www.bidnetdirect.com/florida/santafecollege>). Offers by fax, e-mail, telephone, or hand delivery will not be accepted.

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 or digital 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 the College’s BidNet Direct website no later than the inquiry deadline (see Page 2). Failure to comply with this condition will result in bidder/proposer waiving the right to dispute the solicitation terms, conditions and/or specifications. Please reference the solicitation number in all inquiries. **Any vendor that submits contrary terms and conditions as a requirement for their bid, or who contacts others at the College not specified on page 2 to discuss the solicitation may be disqualified.**

The Purchasing Department Contact may send inquiries to bidders/proposers for clarification of information, if necessary. Any clarifications received in writing shall be considered as part of the response. Failure to answer any clarifying questions sent may result in disqualification.

Inquiries made after the inquiry deadline must be made by e-mail to the Purchasing Department contact listed on page 2. No inquiry regarding specification interpretation may be made after the inquiry deadline. If you are not sure of the answer to a particular specification past the inquiry deadline, you may provide a response in your solicitation for both options. For example, if you're not sure if "Specification A" means to go right or go left, indicate both options in your response. So in this case, if the answer is "left" then this is my response, but if the answer was "right" then this other response applies.

Post-award inquiries may be made via e-mail to the Purchasing Department contact on page 2.

## 1.6 ADDENDA

Any addenda to this solicitation will be posted Santa Fe College BidNet Direct webpage (<https://www.bidnetdirect.com/florida/santafecollege>) 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 (including after the first addendum is posted). It may be required that an addendum be signed and returned with the bidder's/proposer's response. Bidders/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

Solicitation openings take place electronically through the College's BidNet Direct Webpage. For a bid where price is the determining factor, vendor submissions and prices will be shown upon opening. It is the intent of the College to reveal all such bids publicly upon the due date/time. However, the lowest bid may not necessarily determine the award if references need to be checked, documentation needs to be reviewed/approved, or any other bid requirements need to be verified/approved. The official award will be posted on the date indicated in the bid through the BidNet platform.

For an RFP, no results will be shared until completion of the evaluation process in accordance with the schedule on Page 2. However, the list of vendors who submitted proposals will be posted.

Late responses will not be accepted.

## 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) or in an addendum. 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) or in an addendum. 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. Presentations may be held virtually as well using a popular software platform. Presentations are not open to the public.

## 1.11 NEGOTIATIONS

For an RFP, the College reserves the right to further negotiate terms either in minor conflict or not otherwise covered in the solicitation or response post-award (see Section 1.12) to create an agreement with a top-ranked, awarded, or recommended awarded proposer(s). Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary. Negotiations are not open to the public. [Note that any terms in material conflict between this solicitation and proposer's response may also be grounds for finding the proposer non-responsive, and their proposal rejected.]

## 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 any time, 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.) For a bid, the College's solicitation document and the awarded bidder's response shall serve as the Contract. This solicitation Any 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. Some solicitations may have a multi-award.

## 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 page (Page 2). Award notices will be posted on the on the College's BidNet Direct webpage (<https://www.bidnetdirect.com/florida/santafecollege>), on the SF College Purchasing Office bulletin board (outside room F-042, 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida, 32606), and on the [SF Purchasing bids page](#). 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.bidnetdirect.com/florida/santafecollege>), on the [SF Purchasing bids page](#), 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

Bidder/proposer prices shall include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder/proposer may 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. Furniture orders shall be delivered within 90 days. Unless otherwise agreed or specified herein, deliveries to the College shall be within 8:30 a.m. - 3:30 p.m., Monday through Friday. Failure to deliver on time shall be grounds for default.

## 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 awarded vendor 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 Contractor's expense. Non-conforming items and items not delivered as per delivery date required by the solicitation and/or purchase order may result in Contractor 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 Contractor being prohibited from participating in future business with the College in accordance with College rules.

## 1.22 SPECIFICATION DISPUTES

In case of any doubt or difference of opinions as to the goods or services to be furnished hereunder, the decision of the College's Purchasing Director shall be final and binding on both parties. Bidders/proposers are strongly encouraged to seek clarification prior to the inquiry deadline (see page 2) if there are any questions (in accordance with Section 1.5). 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 are 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 Contractor 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

Bidder/Proposer and Contractor shall comply with all Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the services covered in this Agreement, including but not limited to the Worker's Compensation Act, unemployment compensation, and equal employment opportunity. Contractor shall conduct deliver all products and all services in a safe, efficient, and sanitary manner. Lack of knowledge by the Bidder/Proposer or Contractor will in no way be a cause for relief from responsibility.

## 1.25 PATENTS AND ROYALTIES

The Contractor, without exception, shall indemnify, defend, and save and hold harmless the College and its employees from liability, including cost and expenses, to the extent arising from alleged infringement by Contractor of third-party intellectual property rights in the performance of the Agreement by the Contractor, including any use granted to the College by Contractor in writing. If the Contractor uses any design, device, or materials covered by letters, patent, copyright, or other intellectual property rights, it is mutually understood and agreed without exception that the Contractor shall be responsible for all royalties or costs arising from the use of such design, device, or materials in any way involved with products or services provided by Contractor.

College and Contractor will, to the extent reasonable, appropriate, and permitted by law, collaborate and cooperate when defending any suit brought against College in accordance with this section. College may, at its own expense, hire its own attorneys for any suit brought against College.

## 1.26 ADVERTISING

Each party agrees not to use the other party as a part of any commercial advertising without prior written approval from such party's authorized representative; with respect to the College, from the College's Director of Purchasing & Auxiliary Services.

## 1.27 ASSIGNMENT

Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder may be assigned by Contractor with written notification to the SF Director of Purchasing. However, any such

assignment shall permit the College to terminate any ongoing agreement for convenience 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 NON-DISCRIMINATION CLAUSE

The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

Statutes and regulations prohibiting discrimination applicable to this award, without limitation, include:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin.
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity.
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities.
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services.

Inquiries regarding College's non-discrimination policies or concerns about discrimination or harassment, including concerns about sexual harassment or sexual violence under Title IX, should be directed to:

Lara Zwilling, Interim Equity Officer and Title IX Coordinator

3000 NW 83rd Street, R-Annex, Room 113

Gainesville, FL 32606

(352) 395-5950

equity.officer@sfcollge.edu

## 1.30 AMERICANS WITH DISABILITIES ACT

The Contractor 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.

Bidder affirms that it does not knowingly employ unauthorized alien workers constituting a violation of the employment provision contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. Such violation by Contractor of the employment provision contained in this section shall be grounds for unilateral cancellation of this Agreement by the College.

### 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.

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a) Keep and maintain public records required by College to perform the service.
- (b) Upon request from College's custodian of public records, provide College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the contractor does not transfer the records to College.

- (d) Upon completion of the Agreement, transfer, at no cost, to College all public records in possession of the contractor or keep and maintain public records required by College to perform the service. If the contractor transfers all public records to College upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to College, upon request from College's custodian of public records, in a format that is compatible with the information technology systems of College.
- (e) If Contractor has questions regarding the application of chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this contract, contact the custodian of public records at (352) 395-5230, [david.shlafer@sfcollge.edu](mailto:david.shlafer@sfcollge.edu), 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida 32606.
- (f) Contractor acknowledges that college cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. Contractor further acknowledges that it will not rely on college or its counsel to provide such business or legal advice, and that it has been advised to seek professional advice with regard to public records matters addressed by this agreement. Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement and grounds for immediate termination.

In addition, this Agreement may be unilaterally canceled by College for refusal by contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Agreement. Moreover, all written records received by the College in connection with the transaction of official business may be deemed public records and are subject to the provisions of Ch. 119, F.S.

Contractor shall indemnify and hold the College harmless and be financially responsible for all costs, fees, damages and/or penalties (which may include, but not be limited to, the reasonable costs of enforcement including reasonable attorneys' fees) associated with and/or as a result of any violation of Florida Statute Section 119.0701 by contractor, its employees, or agents.

- (g) The Contractor or any Subcontractor agrees to provide the College, the State of Florida Division of Emergency Management, the federal granting agency Administrator, the Treasury Office of Inspector General and the Governmental Accountability Office, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Subcontractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Subcontractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subcontractor agrees to provide the federal granting agency administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Such records shall be maintained for a period of five (5) years.

## 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 or, at the College's option, where required in the Federally-Funded Subaward and Grant Agreement between the College and the Florida Division of Emergency Management.

## 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 thirty (30) 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.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

## 1.39 TERMINATION FOR CAUSE

Failure by either party to perform the material obligations described herein shall result in default or breach of the Agreement and shall be grounds for termination as set forth below.

Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Contractor to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

Moreover, in the event of the Contractor's noncompliance with nondiscrimination provisions, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

In the event of a breach or default of the Agreement, the breaching party shall have thirty (30) days from written notice to cure such breach unless a longer time is agreed to in writing by both parties or a shorter time is warranted under the public records law with regard to Section 1.35. Should the breaching party fail to cure said default or breach within the time prescribed, the Agreement shall terminate. In the event the Agreement is terminated, nothing herein shall prevent either party from seeking all remedies available to it.

Defaults include, but are not limited to, a breach of a warranty or representation by the Contractor, a failure to keep or perform any obligation, term, or covenant of the Agreement by the Contractor, a material adverse change to the financial condition of the Contractor, a failure to submit any reports required by the Agreement by the Contractor to the College or reports are incorrect, incomplete, or insufficient, or the Contractor fails to perform and complete in time any of its obligations under the Agreement. If a default occurs then the College shall, after thirty calendar days' written notice to the Contractor and upon the Contractor's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate the Agreement, provided that the Contractor is given at least thirty days' prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address listed on the Agreement;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Contractor refund to the College any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds;
- e. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - iii. Advise the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question, or
  - iv. Require the Contractor to reimburse the College for the amount of costs incurred for any items determined to be ineligible; or
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the College from pursuing any other remedies in this Agreement or provided at law or in equity. If the College waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the College, or affect the later exercise of the same right or remedy by the College for any other default by the Contractor.

## 1.40 EFFECTS OF TERMINATION

In the event that this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion of the Agreement after the Contractor has received the notification of termination. The Contractor will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Contractor shall not be relieved of liability to the College because of any breach of the Agreement by the Contractor. The College may, to the extent authorized by law, withhold payments to the Contractor for the purpose of set-off until the exact amount of damages due the College from the Contractor is determined. College will pay Contractor reasonable costs for work completed prior to the date of any notice of suspension of funding received by College.

## 1.41 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 and on grant funds provided through the Florida Division of Emergency Management.

## 1.42 FORCE MAJEURE

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.

## 1.43 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.

#### 1.44 COLLEGE RULES

Contractor understands and agrees to follow all current College rules that may apply to any service they perform, 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 the [College Rules website](#). 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 [Department of Children and Families Florida Abuse Hotline](#) 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.

#### 1.45 CHANGES TO AGREEMENT/CHANGED CONDITIONS

Any changes to the resulting agreement must be in writing and executed by authorized representatives of all parties, or by a College-issued change order and acceptance by Contractor. Should conditions change that were not anticipated, both parties shall work together in good faith to adjust the Agreement to reasonably accommodate the change.

#### 1.46 CONFIDENTIALITY & PROPRIETARY INFORMATION

Confidential or proprietary information provided by one party to the other in discharge of the terms and conditions of this agreement must be clearly marked as being proprietary or confidential. Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Each party agrees to protect the information or property disclosed to the other party and will take reasonable action required to protect the disclosing party from damages arising out of the disclosure of information or property in violation of this provision. If either party believes any information submitted is protected from disclosure under Florida's public records law, the disclosing party **must provide evidence** of a statutory exemption under Florida law that is satisfactory to the other or obtain a protective order. All items of confidential information must be labeled in writing as such when delivered to the recipient. This solicitation and proposer's response is not considered confidential.

#### 1.47 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.

## 1.48 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may, in part, be used to fund the Agreement. The contractor will comply with all applicable federal law, regulations, executive orders, granting agency policies, procedures, and directives.

## 1.49 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This agreement will be considered void should the Contractor be listed on the SAM exclusions list at any time during the solicitation process or during the term of the Agreement.

By submitting a bid, the Contractor agrees to the following:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This Certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 1.50 FERPA

In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g et seq., 34 CFR Part 99, and Florida Statute sections 1002.225 and 1006.52, should the Contractor be deemed to have a legitimate educational interest in accessing a student's educational records, the Contractor and Contractor's employees shall comply with the non-disclosure and other requirements of all applicable laws and regulations. Contractor shall not use or disclose confidential student information received from or on behalf of the College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the College. Contractor agrees not to use confidential student information for any purpose other than the purpose for which the disclosure was made.



## 1.51 INDEPENDENT CONTRACTORS

The relationship of College and Contractor is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

## 1.52 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to College, Contractor, or any other party pertaining to any matter resulting from the contract.

## 1.53 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

When federal funds are used, the Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## 1.54 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

All recipients of federal funds must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal. Responder shall submit a "Certificate Regarding Lobbying" (see Appendix B) along with any response to a bid or RFP of \$100,000 or more.

## 1.55 PROHIBITED SERVICES AND EQUIPMENT

In addition to the requirements of Section 1.49 (DEBARMENT AND SUSPENSION), Contractor will not employ technology or services from any vendor subject to any Federal Acquisition Regulation that prohibits contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment currently in force. Should any such equipment or services be provided by Contractor without specific written College approval, Contractor will, at its cost, remove such equipment and replace it with permitted equipment acceptable to the College. Bidders/Proposers will inform the College by the inquiry date if any product specified herein violates any such regulation.

## 1.56 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, F.S. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

## 1.57 ENTIRE AGREEMENT

The terms and conditions herein shall be considered the Agreement for Construction Services for the U-Building Generator Addition (the "Agreement"), along with the Federally-Funded Subaward and Grant Agreement (H0191), the Engineering Services Request for Proposal, and any other documents incorporated herein by reference with respect to the subject matter hereof shall supersede all prior agreements, oral or written, and all other communications between Santa Fe College (the "College") and the Contractor or any Subcontractor. To the extent that applicable statutes, regulations, or the Federally-Funded Subaward and Grant Agreement (H0191) require language to be included verbatim herein, any subcontractor is also referred to as a "contractor" and "vendor" relating to such subject matter. The agreement documents may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination

of this Agreement. All capitalized terms used but not defined in these Terms and Conditions shall have the respective meanings assigned to such terms in the Agreement.

Any inconsistency in the Agreement documents shall be resolved by giving precedence in the following order: (a) the Federally-Funded Subaward and Grant Agreement (H0191), as amended, (b) these Terms and Conditions, as amended, (c) the Agreement, as amended, (d) Engineering Services Request for Proposal, and (e) any other document incorporated by reference in the Agreement.

## 2.0 Specifications/Overview

### 2.1 General:

The District Board of Trustees of Santa Fe College ("College") is accepting sealed bids to provide elevator safety code updates outlined below.

### 2.2 Non-Mandatory Pre bid Inspection:

There will be an on-site inspection on August 28, 2023, to show prospective bidders the area where the installation will take place.

### 2.3 Scope of Services:

The purpose of this ITB is to select a service provider (hereinafter "Bidder"), secure firm prices and establish a firm fixed unit-price contract for the provision of elevator modernization services that are necessary to conform to Section 3.10.12 of ASME A17.3-2015 Safety Code for existing Elevators and Escalators where the following is required:

- a. All elevators manufactured and installed in accordance with ASME A17.1-2000, Safety Code for Elevators and Escalators, or an earlier edition of that code, shall be required to be overhauled to add a **"Door Lock Monitoring"** (DLM) system which prevents operation of an elevator when the door contact circuit is faulty.
- b. All elevators manufactured and installed under editions that followed ASME A17.1-2000 shall:
  - i. Perform annual maintenance inspections by a qualified elevator contractor to verify that both the DLM equipment and the software are in conformance to the ASME A17.3-2015.
  - ii. In addition to the previous, all elevators manufactured before 2009 shall have a software upgrade to ensure that the operation of the DLM is in accordance with the currently enforced editions of the ASME A17.1 and A17.3. Vertical Accessibility for the Disabled.

### Technical Specifications

**Description of Work:** There are currently eighteen (18) hydraulic passenger elevators of various manufacturers located at three (03) service sites that require modernization. In brief, the scope of this agreement requires Door Lock Monitoring (DLM) on Santa Fe College elevators listed on pages 31 and 32 (**see 5.0 Price Sheet**) and to perform turn-key elevator upgrades on all elevators determined to require these operational updates to comply with part 3.10.12 of ASME A17.3-2015, Safety Code for Existing Elevators and Escalators by December 31, 2023, to ensure their safety and functionality. All work shall be performed in conformance to manufacturer specifications and all regulatory requirements.

**Service Sites:** Reference **5.0 Price Sheet** for a list of all sites

**Parts and Materials:** Unless specifically excluded herein, Bidder shall furnish all parts and materials necessary to modernize equipment irrespective of operational condition or degree of obsolescence. It is understood that manufacturer proprietary parts may have limited availability. The cost of all parts and materials shall be an element

of Bidder's overhead burden in the rates bid. Should parts not be immediately available, Bidder shall obtain parts, at own expense, in the most expeditious manner available. All parts and materials provided under this contract shall be new, warranted for their merchantability, fit for particular purpose, and be genuine (OEM) or approved by manufacturer of serviced equipment. Replacement parts shall not be proprietary or cause equipment to perform outside of OEM guidelines or abrogate the UL Listing of equipment. Parts that are obsolete or are no longer available may be replaced with after-market parts that are intended and approved by equipment manufacturer for specific application.

**Instructions:** Bid rate to be charged for each elevator's modernization requirements. Pricing shall be submitted for the modernization of all specified equipment at all designated service sites; partial Bids shall not be accepted.

It is the intent of the College that a turn-key contract be established, inclusive of all aspects of services required to operate specified equipment in a safe, reliable condition, and to ensure compliance with all regulatory requirements. Pricing bid shall include, but not limited to technical expertise; supervision; qualified labor; parts, materials, and supplies (except as excluded); customary equipment, tools, and trade accessories; programming software; transportation; travel time; insurance; profit; and, any other direct and indirect cost associated with the performance of contract. No other charges or surcharges (i.e., callbacks, trip charges, overtime, fuel, etc.) shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices bid shall be firm and fixed for the term of contract.

**WARRANTY:**

- Warranty all material and workmanship for 12 months on all apparatus repaired or replaced.

**WORKING HOURS:**

- All work is based on the normal working hours of the College 8am to 5pm Monday through Friday and no overtime hours are considered.

**2.4 Insurance Required**

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	\$2,000,000
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 as follows:

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

## 3.0 Additional Federal Construction Terms and Conditions

### 3.1 **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 3.2 **Bonding.** If the construction or facility improvement contract exceeds \$150,000, in addition to State of Florida requirements and any other provision of the Agreement, the following requirements for bonds are to be followed:

- i. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- ii. A performance bond on the part of the federal contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the federal contractor’s obligations under such contract.
- iii. A payment bond on the part of the federal contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- 3.3 Contract Work Hours and Safety Standards - Mechanics and Laborers.** If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers, the Subcontractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each federal contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.
- 3.4 Clean Air Act and Federal Water Pollution Control Act.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- 3.5 Energy Policy and Conservation Act.** The Subcontractor will comply with all applicable standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- 3.6 Recovered/Recycled Materials.** If applicable, Subcontractor agrees to maximize use of recovered/recycled materials.
- 3.7 Program Fraud and False or Fraudulent Statements or Related Acts.** The Subcontractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subcontractor’s actions pertaining to this contract.
- 3.8 Rights to Inventions Made Under a Contract or Agreement.** If applicable, and if the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- 3.9 Davis-Bacon Act.** The Davis-Bacon Act (prevailing wage rates) requirements do **not** apply to this solicitation in accordance with the State of Florida Office of the Governor memo; *Grant Requirements (Colleges) PECO/Deferred Maintenance Projects* dated June 28, 2023.
- 3.10 Copeland “Anti-Kickback” Act.**
- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 3.11 Section 602 of Social Security Act.** Recipient of funds agrees to comply with the requirements of section 602 of the Social Security Act (the Act), regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- 3.12 Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 3.13 Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractors are encouraged to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 3.14 Domestic Preference for Procurements.** In accordance with 2 CFR Part 200.322, College has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 4.0 Submittals

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

1. A signed Submission Acknowledgement Form (Page 4).
2. Any Addenda that require a signature
3. Section 5.0 (Price Sheet)
4. Section 6.0 (Contact Information)
5. Appendix A: Drug-Free Workplace Statement Signed
6. Appendix B (Certification Regarding Lobbying – See Section 1.54. [Only applies if bid exceeds \$100,000])

# 5.0 Price Sheet

Total price for providing elevator safety code updates according to specifications as presented herein and any Addenda:

## Northwest Campus – 3000 NW 83<sup>rd</sup> St. Gainesville, FL 32606

- Building A     \$ \_\_\_\_\_
- Building B     \$ \_\_\_\_\_
- Building F     \$ \_\_\_\_\_
- Building K     \$ \_\_\_\_\_
- Building L     \$ \_\_\_\_\_
- Building N     \$ \_\_\_\_\_
- Building P     \$ \_\_\_\_\_
- Building R (Food Court)     \$ \_\_\_\_\_
- Building R (Admissions and Financial Aid)     \$ \_\_\_\_\_
- Building S     \$ \_\_\_\_\_
- Building W Health Science     \$ \_\_\_\_\_
- Building W Annex Health Science     \$ \_\_\_\_\_
- Building X     \$ \_\_\_\_\_
- Building Y #1     \$ \_\_\_\_\_
- Building Y #2     \$ \_\_\_\_\_

## Andrews Center – 209 W. Call St. Starke, FL 32901

- SA Building (Andrews Center)     \$ \_\_\_\_\_
- SR Building (Andrews Center)     \$ \_\_\_\_\_

## Kirkpatrick Center – 3737 NE 39<sup>th</sup> Ave. Gainesville, FL 32609

- IPS Building - \$ \_\_\_\_\_



## 6.0 Bidder Contact Information

The bidder/proposer must provide a contact person to which all College communications should be directed.

**PRINT CLEARLY OR TYPE**

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

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

# 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** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**APPENDIX B: CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date