



REQUEST FOR PROPOSALS
RFP-2020-020-EH
Roofing Services

PROCUREMENT SERVICES DEPARTMENT
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33309
954-201-7455

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

RFP-2020-020-EH – Roofing Services

TABLE OF CONTENTS

Section 1.0	Required Response Form
Section 2.0	Introduction and General Information / Purpose
Section 3.0	Special Conditions
Section 4.0	Submittal Requirements
Section 5.0	Evaluation
Section 6.0	Contract Negotiation
Section 7.0	General Conditions
Attachment A	Scope of Services / Specifications
Attachment B	Statement of “No” Response
Attachment C1	Small Disadvantaged Business (SDB) Processes & Requirements
Attachment C2	SDB Non-Discrimination Profile, Form SDB-1
Attachment C3	SDB Subcontractor/Supplier Utilization, Form SDB-3
Attachment C4	SDB Report of Subcontractor/Supplier Utilization, Form SDB-7
Attachment D	Sample College Contract “Roofing Services”
Attachment D, Exhibit B	Contractor Policy Code Acknowledgement
Attachment E	Price Proposal Form (includes Attachment E Price Proposal Form and the separate excel form)
Attachment F	Drug-Free Workplace Certification (F.S. 287.087)
Attachment G	Non-Disclosure Agreement
Attachment H	Non-Collusion Affidavit
Attachment I	Non-Disclosure Agreement for Building Plans
Attachment J	Performance Survey Form
Attachment K	Vendor Conflict of Interest Form

PROPOSAL ORGANIZATION FORMAT & SUBMITTAL CHECKLIST

✓	TAB #	SECTION
4.1 GENERAL INFORMATION and SUBMITTAL REQUIREMENTS		
	1	Title Page & Table of Contents
	2	Acknowledgement of Released Addenda to RFP
	3	Letter of Transmittal
	3	W-9 Form (Section 4.1.4)
	3	Notice Provision (Section 4.1.5)
	3	Vendor Conflict of Interest Form (Attachment K)
	3	SDB Non-Discrimination Profile (Attachment C-2)
	3	Drug-Free Workplace Certificate (Attachment F)
	3	Non-Collusion Affidavit (Attachment H)
	3	Insurance
	4	Litigation History
4.2 MINIMUM ELIGIBILITY CRITERIA		
	5	Required Response Form - Section 1.0
	6	License
	9	Experience
4.3 PROPOSER'S / FIRM'S EXPERIENCE and QUALIFICATIONS		
	7	Executive Summary
	8	Organizational Profile
	9	Firm's Related Experience
	10	Organizational Chart
	10	Project Staff and Staff's Qualifications (Personnel)
4.5 REFERENCES		
	11	References (To be emailed, directly to the Broward College Procurement Contracting Officer, by the clients who are providing the reference .)
4.6 SCOPE of SERVICES PROVIDED & APPROACH/ METHODOLOGY		
	12	Scope of Services
	13	Approach/Methodology
4.8 PRICE PROPOSAL		
	14	Price Proposal Form Attachment E (submit Attachment E and include both an excel version and a pdf of the excel)
4.6 FINANCIAL CAPACITY		
	15	Dun & Bradstreet Number for Financial Capacity
4.7 SDB PARTICIPATION		
	16	SDB Certification/Plan – Copy of Firm's SDB Certification or Attachment C3 (Form SDB-3)

REQUEST FOR PROPOSALS (RFP-2020-020-EH)

1.0 REQUIRED RESPONSE FORM

RFP#: 2020-020-EH	RFP TITLE: Roofing Services	RELEASE DATE: 10/23/2019		
DATE DUE: 12/4/2019	TIME DUE AT OR BEFORE: 2:30:00 p.m.	ORIGINAL HARD COPY SUBMITTALS REQUIRED: 1 Original	SUBMITTAL of EXTRA HARD COPIES REQUIRED: zero (0)	CD OR FLASH DRIVE: 1 - PDF Copy of Complete Proposal

This Submittal must be submitted in a sealed package to the Business Services & Resource Management / Procurement Services Department of Broward College, 6400 NW 6th Way, 2nd Floor, Room 275, Fort Lauderdale, Florida 33309, plainly marked with the RFP number and title, and Proposers's Name and Address. We encourage proposers to schedule additional time for delivery of proposals due to security procedures. Submittals received after the date and time due will not be considered.

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

PROPOSER INFORMATION

PROPOSER'S NAME: _____

STREET ADDRESS: _____

CITY AND STATE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ CONTACT FAX: _____

CONTACT TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

☐ Website: www.broward.edu ☐ Newspaper: _____ ☐ Other: _____

Submittal Certification

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

Signature of Proposer's Authorized Principal _____ Date _____

Name of Proposer's Authorized Principal _____ Title of Proposer's Authorized Principal _____

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1).

REQUEST FOR PROPOSALS RFP-2020-020-EH
2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

2.1 GENERAL COLLEGE INFORMATION:

Broward College (hereinafter referred to as the "College") is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical, and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

As the College forges into its second half-century of service, it does so as one of the nation's largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS), the College regularly places as a finalist for the Aspen Award, the nation's signature recognition of high achievement and performance in America's community colleges.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community serves more than 63,000 students and over 5,000 full-time and part-time faculty and staff, who represent more than 100 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <http://www.broward.edu/discover/Pages/Fast-Facts.aspx>. The College provides more than 140 programs in eight career pathways which offer specialized certificates, two- and four-year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

2.2 PURPOSE OF RFP: The purpose of this Request for Proposals (RFP) is to identify qualified, experienced, licensed contractors to provide commercial roofing contractor services for roofing and building envelope waterproofing projects to include preventative maintenance, maintenance, repair, replacement and new installations, as specified herein, at Broward College's campuses, centers and facilities on an as-needed for both scheduled and emergencies, when-needed term contract basis. This contract is necessary to quickly provide the resources needed for specific projects while allowing college staff to complete their primary missions. The scope of requirements includes, but is not limited to, the provision of all supervision, labor, materials, equipment, services, transportation and incidentals to properly perform the work.

The awarded contractor will be required to provide 24/7 emergency services for normal conditions and post hurricane/natural disaster conditions, which may include temporary securing of roofs of facilities and communicating with Broward College personnel as to a schedule for permanent repairs and costs. The awarded contractor(s) shall be required to respond within twenty-four (24) hours of the initial request/call. The awarded contractor(s) shall be required to respond to post hurricane/natural disaster service calls immediately and advise Broward College personnel of availability of roofing contractor crews.

The contractor must be familiar with current versions and amendments of SREF, Department of Education, and Florida Building Code Requirements, as well as the Colleges' Construction Standards.

2.3 MINIMUM QUALIFICATIONS: In order to be considered, a Proposer must, as of the proposal return date stated in this RFP and throughout the duration of its program, meet the applicable minimum eligibility criteria stated in Section 4.0. Additionally, the Proposer must meet the following minimum qualifications:

2.3.1 Proposer must demonstrate a strong documented track record of current engagement and successfully completed services, as specified in the Scope of Services/Specifications section of this solicitation, and are normally and routinely engaged in predominately performing roofing contractor services.

Proposer must have a minimum of five (5) years' experience in provision of commercial roofing services.

2.3.2 Must be properly and legally licensed to perform such work.

Proposer must possess the following license. No other licenses will be accepted. Failure to have below listed license will result in RFP response being deemed non-responsive.

- Certified Roofing Contractors License issued by the State of Florida Construction Industry Licensing Board.

REQUEST FOR PROPOSALS RFP-2020-020-EH

2.4 RFP CONTACT and SUBMITTAL OF QUESTIONS:

CONTACT: Eileen Hunt
TELEPHONE: 954-201-5317

EMAIL: ehunt@broward.edu
FAX: 954-201-7330

2.4.1 **Question Submission:** Any questions concerning any condition or requirement of this RFP must be received via email to ehunt@broward.edu, with subject line to read "Questions-RFP-2020-020-EH" on or before the deadline date and time specified in Section 2.5, Tentative Calendar. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all planholders who downloaded the solicitation on Demandstar (www.demandstar.com). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

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

2.5 **TENTATIVE CALENDAR:** The following are important pre-scheduled dates regarding this solicitation; all are subject to change.

10/23/2019	RFP Release Date
11/5/2019	Proposer's Conference (Please see Section 3.1) Location: Broward College / Cypress Creek Administrative Center 6400 N.W. 6 th Way Fort Lauderdale, FL 33309 Room: 284 Time: 9:15 A.M.
11/8/2019	Written questions due in Procurement Services. (See Section 2.4.1)
12/4/2019	Proposals due on or before 2:30:00 p.m. <i>Proposals due at location specified in Section 1.0</i>
1/22/2020	PHASE 1: Evaluation Committee Shortlist Meeting Location: Cypress Creek Administrative Center 6400 N.W. 6 th Way Fort Lauderdale, FL 33309 Room: 284 Time: 1:30 PM
1/27/2020	Information shortlist on demandstar.com
TBA	Phase II Evaluation Committee Meeting(s) – presentations, interviews, evaluations, <i>If Necessary</i> Location: Cypress Creek Administrative Center 6400 N.W. 6 th Way Fort Lauderdale, FL 33309 Room: TBA

REQUEST FOR PROPOSALS RFP-2020-020-EH

	<p>Time: TBA</p> <p>Per Florida State Statue Chapter 286.0113, oral presentations/interviews portion of meeting is closed. Committee discussion and recommendation portion of Phase II meeting is open to the public. Start time for Phase II Committee discussion and recommendation (open portion of meeting) will be posted on website below.</p>
January – February 2020	Contract Negotiation
February 24, 2020	Posting Date of Award Recommendation

NOTE: Any changes to publicly held meetings will be posted at
<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

2.6 **RESERVATION OF RIGHTS:** The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this RFP.
- b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the RFP which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this RFP, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- c. Determine equipment or other equivalency to the College's specifications in evaluating proposal responses.
- d. Adopt all or any part of the Proposer's proposal.
- e. Award contracts to multiple Proposers.
- f. Withhold the award of contract.
- g. Select the Proposer it deems to be most qualified to fulfill the needs of the College. The Proposer with the lowest-cost proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.

2.7 **COLLEGE'S RIGHT TO REJECT:**

2.7.1 The College reserves the right to reject any and all proposals and re-advertise at any time prior to Board approval of the recommended proposer(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the Proposal and participation in this RFP process shall be borne by the proposers. Proposals submitted in response to this RFP shall become the property of the College and considered public documents under applicable Florida law.

2.7.2 The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the RFP requirements when and if it is in the best interests of the College.

2.7.3 A submittal shall be rejected for failure to comply with the following requirements:

- The proposer is not registered and licensed in the State of Florida to provide the proposed services.
- The submittal is not received by the College by the specified deadline.
- The proposer has been determined to be Non-Responsible.

REQUEST FOR PROPOSALS RFP-2020-020-EH

- 2.8 **STATEMENT PER FLORIDA STATUTE 1010.04:** In accordance with Florida section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute section 287.056.

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3.0 SPECIAL CONDITIONS

- 3.1 **PROPOSERS' CONFERENCE:** A Proposers Conference will be held as established in SECTION 2.5 – TENTATIVE CALENDAR. Representatives from all interested companies are encouraged to attend. The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to the College. While project questions and dialogue are encouraged at the Proposer's Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all proposers via Addenda. All questions shall be submitted in accordance with SECTION 2.4 – RFP CONTACT AND SUBMITTAL OF QUESTIONS. Any information given, by any party, at the Proposers' Conference is not binding on the College unless it is contained within a subsequently released Addenda.

Only the information provided in the RFP or via Addenda shall be considered by proposers. In addition, a representative from the College's Office of Supplier Diversity may be present to address issues regarding Supplier Diversity Small Business (SDSB) participation. SDSB approved vendors are invited to attend.

- 3.2 **CONTRACT TERM:** The purpose of this RFP is to establish a contract commencing on the date of the last executed signature and continuing for a period of three (3) years, or as agreed to in resulting contract.

- 3.2.1 **Contract Renewal(s):** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for two (2) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

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

- 3.3 **AWARD OF CONTRACT:** The College will use the evaluation criteria stated in Section 5.0, Evaluation, to establish ranking. The College will recommend award to the top-ranked Proposer(s) with whom a successful contract can be negotiated. The College anticipates awarding multiple contracts.

It is necessary to bid/provide a price on every item in the RFP on the Attachment E - Price Proposal Form and all items must meet specifications in order to have the bid/proposal considered for award. Unit prices must be stated in the space provided on the Price Proposal Form – Attachment E (excel form).

In the best interests of Broward College, the College reserves the right to make award to a single Proposer, to more than one Proposer, and/or to include an award that designates one or more alternates or awardees, in any combination, regardless of Firm(s) ability to provide 100% of the goods and/or services required in this RFP. Recommended awardee(s) must be approved by the Board of Trustees before award is final.

- 3.3.1 **Additional Products and/or Services May Be Added or Deleted:** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from any and/or all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

- 3.3.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

3.0 SPECIAL CONDITIONS

- 3.4 **BALANCE OF LINE:** The "balance of line" shall include products and services that are not requested in this solicitation, but are within the scope of products and services available from the awardee. The College reserves the right to add these products and

services to the awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awardees as they occur. Refer to Attachment E - Price Proposal Form for Maximum Percentage Markup on actual cost and Hourly Labor Rates which shall apply, as needed, to any Balance of Line items.

- 3.5 **QUANTITIES:** The quantities listed on the Price Proposal Form are estimated quantities to be ordered throughout the contract period for each item and are not a guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the bid/proposal estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

- 3.6 **PRICING:** All prices submitted under this RFP shall be quoted F.O.B. destination, include delivery to any College site and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract. **If any additional charges are necessary, please list them as indicated on the Price Proposal Form sheet or as an attachment to the Price Proposal Form.**

- 3.7 **PRICE ADJUSTMENTS:** Prices offered shall remain firm for the initial three (3) years of the contract. No price increases shall be accepted in the initial contract term. Please consider this when providing pricing for this Request for Proposals. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted only at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration. Price adjustment requests shall be evaluated on an annual basis thereafter. Prices offered shall remain firm through each contract expiration date. Unit price adjustments must have written approval from BC prior to invoicing. Any unit price adjustment invoiced without written approval from BC shall not be paid and the invoice returned to the Awardee for correction. Price adjustments shall be negotiated in good faith with the awardee(s).

Requests for price adjustments shall not exceed the percentage of change in the following indexes as published by the Bureau of labor Statistics, U.S. Department of Labor, from the date of award The indexes will not be seasonally adjusted.

- Employment Cost Index (Private industry workers, total compensation, installation, maintenance and repair, all workers, United States, not seasonlly adjusted, CIU2010000430000A).
- Producer Price Index (for roofing related commodities).

In the event that the overall ECI or PPI index, at the time of invitation to renew, is lower than the overall ECI or PPI at the time of bid/RFP award or last renewal, the College reserves the right to request a reduction in contract prices equal to the percentage of change.

The College reserves the right to reject any price adjustments, and to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index for related services or its component parts as a basis for reviewing price adjustments.

The College reserves the right to not renew any contract and to cancel any renewal of any contract regardless of price considerations.

Information on the ECI and PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

- 3.8 **EQUITABLE ADJUSTMENT:** The College may, in its sole and absolute discretion, after receipt of a written request therefore by the Contractor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks and liability between the College and the Contractor and the financial, technical, construction, commercial and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme

3.0 SPECIAL CONDITIONS

and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

- 3.9 **EXTENSION OF PRICING TO COLLEGE APPROVED CONSTRUCTION MANAGERS:** Should the need arise to provide product as specified in this solicitation as a result of new construction or remodeling projects at the College, the awardee shall extend College pricing to the vendor/contractor of record for the project.
- 3.10 **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE):** Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by Associate Vice President for Business Services & Resource Management. Vendor/Contractor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
- 3.11 **PROBATION PERIOD:** The first three months of the contract will be considered probationary. The probationary period may be extended for additional three month periods if the College deems necessary. The College representative will notify the Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.
- 3.12 **JOINT PROPOSALS AND/OR VENTURES:** In the event multiple proposers submit a joint proposal, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. The Prime Proposer's name must be clearly stated in Section 1.0, Required Response Form.

Joint Ventures shall be registered with the State of Florida, Division of Corporations, as a "Joint Venture."

- 3.13 **CONTRACT ADMINISTRATION:** The responsibility and authority for the administration of this contract shall be assigned to the Associate Vice President, Facilities Collegewide Maintenance, as the Contract Administrator, hereinafter referred to in this proposal as Contract Administrator. The successful Proposer will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements; the successful Proposer agrees that it will assign a replacement immediately.
- 3.14 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES:** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s) if agreeable by the awarded vendor and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties, cities, state colleges and universities, school boards and special districts. All government agencies allowed by the vendor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services

ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.

- 3.15 **INSURANCE REQUIREMENTS:** Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 2.4 – RFP Contact and Submittal of Questions.

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

A. **COMMERCIAL GENERAL LIABILITY**

Bodily Injury and Property Damage
 \$1,000,000 combined single limit per occurrence
 \$5,000,000 General Aggregate
 \$5,000,000 products/completed operations aggregate
 Personal and Advertising Injury
 \$1,000,000 per occurrence
 Policy must contain contractual liability coverage.

B. **POLLUTION LIABILITY**

\$1,000,000 combined single limit per occurrence
 \$2,000,000 General Aggregate

Furnish a stand-alone Pollution Liability policy or add to the Commercial General Liability policy through endorsement.

C. **COMMERCIAL AUTOMOBILE LIABILITY** (if commercial autos will be used)

Including Owned, Non-owned and hired vehicles
 Bodily Injury and Property Damage
 \$1,000,000 combined single limit per occurrence

D. **WORKERS COMPENSATION**

Florida Statutory Limits - Employer's Liability

If claiming exemption from this coverage vendor must provide evidence of exemption from the State of Florida.

Info found at <http://www.myfloridacfo.com/Division/WC/>

E. **PROFESSIONAL LIABILITY** (if services require a professional license)

\$1,000,000 per claim
 \$2,000,000 aggregate

F. Not required for this solicitation.

G. "The District Board of Trustees of Broward College, Florida" **shall be named as an additional insured with reference to this RFP.**

Insurance Certificate must reference RFP # of this solicitation and must list the College as Additional Insured, as follows: *"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of RFP-2020-020-EH entitled Roofing Services from date of commencement to six months after date of completion."*

H. All insurance carriers must be rated A- or better by AM Best.

I. (30) Thirty Days' notice of cancellation is required on all policies.

3.0 SPECIAL CONDITIONS

J. All certificates must be addressed and sent to:

The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Ft. Lauderdale, FL 33309

K. All exclusions added by endorsement must be indicated.

L. Certificate must be signed by an authorized representative.

M. If any of the required policies provide coverage on a “claims-made” basis:

Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another “claims-made” policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

N. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The college will notify the vendor if the insurance requirements differ from those stated above.

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

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

3.18 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The awarded vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, Firm or other entity without the prior written consent of the Associate Vice President for Business Services & Resource Management.

3.19 **CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the College in connection with all Proposer’s responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily

provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from The Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the College will treat all materials received as public records.

3.20 **WARRANTY AND ABILITY TO PERFORM:** Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer’s knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer’s obligations or diminish the Proposer’s obligations or diminish the Proposer’s financial ability to perform the terms of the proposed contract.

3.0 SPECIAL CONDITIONS

- 3.21 **SEVERABILITY**: If any provisions of the Agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

3.21.1 In the event any provision of this Agreement shall be held invalid or unenforceable by an court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

- 3.22 **DEFAULT**: The failure of either party to the Agreement resulting from this RFP to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be

waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.

- 3.23 **PUBLIC ENTITY CRIMES**: The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.

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

- 3.25 **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**: This solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this solicitation, the Vendor certifies its compliance with these sections.

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

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

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

Judson A. Samuels South Campus (includes Bldg. 99 - Aviation)
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

REQUEST FOR PROPOSALS RFP-2020-020-EH

3.0 SPECIAL CONDITIONS

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33004

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

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

Miramar West Center
1930 SW 145 Avenue, Bldg. 3101
Miramar, FL 33027

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

3.27 FEMA REQUIREMENTS: The activation of any Contract resulting from this RFP may be subject to FEMA reimbursement.

Any reference made to Contractor in section 3.27 shall also apply to any Subcontractor under the terms of this Contract. Contractor shall be responsible for the compliance by any SubContractor or lower tier SubContractor with all of these Section 3.27 contract clauses

3.27.1 Contractor shall assist College in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

3.27.2 If reimbursement is denied to College due to Contractor negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the College, shall reimburse the College for amounts denied due to Contractor's negligence. This obligation shall survive the term or termination of this Agreement.

3.27.3 The activation of any Contract resulting from this RFP may be subject to FEMA reimbursement. Therefore, the following contract clauses 3.27.4 through 3.27.25 will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and shall, where applicable, form a part of any contract resulting from this RFP.

FEDERAL CONTRACT REQUIRED CLAUSES AND OTHER FEMA SPECIAL TERMS AND CONDITIONS (3.27.4 THROUGH 3.27.26)

3.27.4 DAMAGES, 2 CFR §200.326 APPENDIX II TO PART 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, Broward College shall have all rights and remedies against Contractor as provided by law.

3.27.5 TERMINATION RIGHTS, 2 CFR § 200.326 APPENDIX II TO PART 200 (B)

- (1) **Termination for Convenience:** Whenever the interests of Contractor or Broward College (College) so require, either party may terminate the Agreement, in whole or in part, for the convenience of the party. Terminating party shall give the other

REQUEST FOR PROPOSALS RFP-2020-020-EH

party ninety (90) days prior written notice of termination (or a lesser time, if mutually agreed). In the event of a termination for convenience by College, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

- (2) **Termination for Cause:** Either party may, by written notice of default, terminate the parties' Agreement, in whole or in part, if either party fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following receipt of a Notice of Deficiency.

3.27.6 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 APPENDIX II TO PART 200 (C))

If applicable to the work and services performed by Contractor under the RFP, during the performance of any Agreement, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. 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.
- (2) 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.
- (3) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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.
- (4) 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.
- (5) 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said 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 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.
- (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

3.27.7 DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (D)

- (1) **Davis-Bacon Act:** Applicable to construction or repair of public buildings or public works. See FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009- 2/January 2016);
- (2) **Copeland "Anti-Kickback" Act:** In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Government must report all suspected or reported violations to the appropriate Federal agency.
- (3) If applicable to the work and services performed by Contractor under the parties' Agreement:
 - (a) 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 Agreement.
 - (b) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
 - (c) A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

3.27.8 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall 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.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation: liability for unpaid wages: liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held

REQUEST FOR PROPOSALS RFP-2020-020-EH

by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

3.27.9 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (F)

If applicable to the work and services performed by Contractor under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

3.27.10 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 APPENDIX II TO PART 200 (G)

Contractor shall 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall include the foregoing requirements in each subcontract exceeding \$100,000.

3.27.11 ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 APPENDIX II TO PART 200 (H)

If applicable to the work and services performed by Contractor under the parties' AGREEMENT, Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.27.12 DEBARMENT AND SUSPENSION, 2 CFR §200.326 APPENDIX II TO PART 200 (I)

- (1) This Agreement 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).
- (2) 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.
- (3) This certification is a material representation of fact relied upon by GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.27.13 BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 APPENDIX II TO PART 200 (J)

Contractor must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

REQUEST FOR PROPOSALS RFP-2020-020-EH

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

3.27.14 PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 APPENDIX II TO PART 200 (K) AND 2 CFR §200.322

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

3.27.15 AGREEMENTS WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the Contractor subcontract any of the work under this AGREEMENT, Contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.27.16 ACCESS TO RECORDS

- (1) Contractor agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract

3.27.17 SEAL, LOGO AND FLAGS

Contractor shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

3.27.18 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the AGREEMENT. Contractor will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.27.19 NO OBLIGATION BY FEDERAL GOVERNMENT

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

3.27.20 PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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.

3.27.21 TIME AND MATERIALS

Any time and materials contract must include a ceiling price that the Bidder/Offeree exceeds at its own risk. The Bidder/Offeree also agrees for Bidder/Offeree to assert a high degree of oversight in order to obtain reasonable assurance that the Bidder/Offeree is using efficient methods and effective cost controls, and Bidder/Offeree agrees to fully cooperate with such oversight measures. 2 CFR § 200.318(j)(1).

3.27.22 NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS

Bidder/Offeree acknowledges that Bidder/Offeree was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this procurement solicitation. 2 CFR § 200.319(a).

3.27.23 "COST PLUS A PERCENTAGE OF COST" CONTRACTS PROHIBITED

"Cost plus a percentage of cost" or "percentage of construction cost" forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d).

3.27.24 BONDING REQUIREMENTS

In accordance with 2 CFR § 200.325, for construction or facility improvement contracts or subcontracts exceeding the federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of Broward College or other FCSRMC member college provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) 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.
- (b) A performance bond on the part of the 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 contractor's obligations under such contract.
- (c) A payment bond on the part of the 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.

3.27.25 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Proposer is required to make some basic commitments to ensure the overall success of this program. By submission of a response, offeror commits to the following:

MWBE/HUB/SBE Participation – It is BC's goal to have MWBE/HUB/SBE participation in providing services under contracts awarded under this RFP. If **Bidder/Proposer** intends to employ sub-contractors in providing services/products related to this solicitation, **Bidder/Proposer** must make and demonstrate a good faith effort to include MWBE/HUB/SBE participation under a contract. **Bidder/Proposer's** good faith effort must include, but is not limited to, the following affirmative steps (ref. 2 CFR 200.321):

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

REQUEST FOR PROPOSALS RFP-2020-020-EH

- (3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

3.27.26 CEILING PRICE

Each individual project which may be subject to FEMA reimbursement shall include a ceiling price that the Contractor exceeds at its own risk.

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REQUEST FOR PROPOSALS RFP-2020-020-EH

4.0 SUBMITTAL REQUIREMENTS

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

Original Hard Copy submittal should be presented in a three (3) ring binder (not spiral bound) and should be limited to not more than 60 (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs, acknowledgement of released Addenda, Litigation History, and SDB forms.) Oversize pages will be counted as two pages. Dividers shall divide the sections Tab 1 through Tab 16. Secondary dividers (not in the page count) may be used at the Firm's discretion to present information clearly. It is preferred that submittals be limited to 60 pages. Submissions in excess of 60 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity may be taken into consideration during the evaluation process and may result in a reduction of points.

Proposers are requested to organize their proposals in accordance with Section 4.0, Submittal Requirements. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. Proposal must be submitted in a sealed package to the ***Procurement Services Department of Broward College, 6400 NW 6th Way, Room 275, Fort Lauderdale, Florida 33309, at or before 2:30:00 p.m. on the date established in Section 2.5, Tentative Calendar.*** Proposal must be submitted in a sealed package with the number and title of the solicitation clearly indicated. The College reserves the right to not consider proposals not clearly enumerated and titled. Submittals received after date and time established herein will not be considered. Submittal package must include:

- One (1) complete, original hard copy proposal with a signed Required Response Form.
- One (1) complete proposal on CD or USB, except for the price proposal, in one (1) Adobe PDF file format with **electronically bookmarked tabs.**
- **The Price Proposal must be submitted in a separate file on the CD or USB. On the CD/USB, submit the Price Proposal in both the original Excel format and also submit a PDF copy of the original Excel document.**

4.1 General Information and Submittal Requirements

TAB (1) 4.1.1	Title Page & Table of Contents	Include RFP number, subject, the name of the Proposer, address, telephone number and the date. Include a clear identification of the material by section and by page number.
TAB (2) 4.1.2	Acknowledgement of Released Addenda to RFP	It is the prospective Proposer's responsibility to verify they have received all released addenda and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal. The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.
Tab (3) 4.1.3	Letter of Transmittal	Include the legal name of the Prime Proposer's Firm as it is registered with Florida Department of State, Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, address(es), email address(es) and telephone number(s).

(Balance of page intentionally left blank.)

4.0 SUBMITTAL REQUIREMENTS

TAB (3) 4.1.4	W-9 Form	It is a requirement of this RFP that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with submittal or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project until such time as the W-9 is received.
TAB (3) 4.1.5	Notice Provision	<p>Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the submittal or within three days of request. For the present, the Parties designate the following as the respective places for giving notice:</p> <p>To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management 6400 NW 6th Way, 2ND Floor Fort Lauderdale, Florida 33309</p> <p>With Copy To (College Attorney): General Counsel and VP of Government Affairs Broward College President's Suite – 12th Floor 111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301</p> <p>With Copy To: Ken Klindt, Senior Associate AVP, Facilities Management (Contract Administrator) Broward College 3501 SW Davie Rd Bldg. 23, Room 200 Davie, FL 33314</p> <p>With Copy To: Sean Devaney, AVP of Maintenance (Contract Administrator) Broward College 3501 SW Davie Rd Bldg. 23, Room 200 Davie, FL 33314</p> <p>To Proposer: (Proposer to Insert)</p> <p>With Copy To (Proposer): (Proposer to Insert)</p>
TAB (3) 4.1.6	Vendor Conflict of Interest Form	<p>Submit a completed Vendor Conflict of Interest Form (see Attachment K).</p> <p>The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College.</p>

REQUEST FOR PROPOSALS RFP-2020-020-EH

TAB (3) 4.1.7	SDB Non-Discrimination Profile	Submit a completed SDB Non-Discrimination Profile, Form SDB-1 (see Attachment C2). In the case of a Joint Venture Submittal; multiple Proposers must each submit a completed Non-Discrimination Profile (see Attachment C2).
Tab (3) 4.1.8	Drug-Free Workplace Certification	Submit a completed Drug-Free Workplace Certification (see Attachment F).
TAB (3) 4.1.9	Non-Collusion Affidavit	Submit a completed Non-Collusion Affidavit (see Attachment H).
TAB (3) 4.1.10	Insurance	Submit a letter of insurability as outlined in Section 3.0; Paragraph 3.15, or any Certificate of Insurance that meets the types of insurance detailed in Paragraph 3.15 – Insurance Requirements.
TAB (4) 4.1.11	Litigation History	<p>State whether Prime or Joint Venture partners have been involved in any roofing services related litigation, action or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this submittal. For each instance include the following information:</p> <ol style="list-style-type: none">the style/caption of the matterthe case numberthe forum/venue of the actiona description of the claim, action, or litigationevidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the firm or any final judgment rendered against the firm is satisfied within ninety (90) days of the date that the judgment becomes final. <p>If “No” litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect.</p> <p>Truthful and complete answers to this question will not disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.</p>

4.2 Minimum Eligibility Criteria

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

TAB (5) 4.2.1	Required Response Form	Submit Page 1 of RFP (Section 1.0) with all required information completed and all signatures as specified. The enclosed original Required Response Form will be the only acceptable form.
TAB (6) 4.2.2	License	<p>Proposer shall be properly registered/licensed and possess all required active licenses, registrations and certifications to provide commercial roofing services in the State of Florida and in Broward County, Florida at the time of submittal due date.</p> <p>For proposer/company, submit the following:</p> <ol style="list-style-type: none">1) <u>PROPOSER</u> must hold the following license that is valid and active at the time of submittal due date. Submit copy of the following that is active:

- State of Florida Certified Roofing Contractor License issued by the State of Florida Construction Industry Licensing Board.

No other license will be accepted. Failure to have an active State of Florida Certified Roofing Contractors license will result in the RFP response being deemed non-responsive.

4.2.3 Experience

Proposer must demonstrate a strong documented track record of current engagement and successfully completed services, for commercial roofing services as specified in the Attachment A - Scope of Services/Specifications section of this solicitation, and be normally and routinely engaged in performing such services.

Proposer must have a minimum of five (5) years' experience in commercial roofing contractor services.

A list of projects evidencing compliance with this requirement must be included with the response to this RFP; provide list behind Section 4.3.3 - Firm's Related Experience, Tab 9.

4.3 Experience and Qualifications (Max 40 Points)

TAB (7)
4.3.1

Executive Summary

Submit a brief Executive Summary, of no more than three (3) pages, in non-technical language to summarize the participants overall capabilities and approaches for accomplishing the services specified herein; understanding of the nature and scope of the services to be provided; understanding the unique requirements of providing services on an occupied college campus and Proposer's ability to comply with all requirements of contract. The Proposer shall explain why the Firm would be the best choice.

In the event the Proposer is a joint venture, the Proposer shall list the use of Subcontractors/Joint Venture partners, if any.

TAB (8)
4.3.2

Organizational Profile

Submit detailed responses to the following:

1. Current legal name of firm as it is registered with the Florida Department of State, Division of Corporations, and d/b/a if have a d/b/a.
2. Firm's address, telephone number, fax number, email address, website.
3. Under what other or former name(s) the proposer is currently operating or has operated under, if any.
4. Name of person who will be authorized to make representations for the Proposer during the solicitation process. Include person's name, title, telephone number(s), and email address.
5. Name of person(s) and position title(s) who are authorized to enter into contract agreement and execute contract for the firm, if proposer is awarded a contract.
6. Size of organization.
7. Number of years established in business, include operation under other Firm names, providing services same or similar as described herein. (Refer to Attachment A – Scope of Services/Scope of Services/specifications)
8. Number of years in business in the State of Florida.
9. Proposer shall be properly registered/licensed and possess all required active licenses, registrations and certifications to provide commercial roofing contractor services in the State of Florida and in Broward County, Florida at the time of submittal due date.
 - 9.1 Submit copy of all applicable active license(s) held by the company.
 - 9.2 Submit copy of all applicable active Certificate(s) of Competency held by the company.

10. Submit copy of any applicable certifications held by the company.
11. Submit copy of all active occupational/business license(s) for appropriate type of business.
12. Submit copy of State of Florida Department of State registration indicating when corporation / LLC / or other form of legal entity was organized, corporation number, and date and status of most recent annual report, with proposal or within three days of request.

Proposer must be registered by the Florida Department of State, Division of Corporations, to operate in the State of Florida at the time of contract negotiation.

In the event that the Proposer is a Joint Venture, a fully executed Joint Venture Agreement between the Parties is required in accordance with Section 3.12, Joint Ventures. At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the Parties and must identify one party as Prime Vendor/Contractor for the purposes of this project.

TAB 9
4.3.3

Firm's Related Experience

Refer to Attachment A – Scope of Services/Specifications, Section 5 – Qualifications.

A. Qualified proposers shall provide evidence of the following:

- a minimum of five (5) years experience, with preference given during evaluation to Proposers with at least ten (10) years experience;
- experience shall bein directly performing commercial building roofing and building envelope waterproofing services which are same or similar to the requirements and scope of this project(s), techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, building codes and related codes for projects of similar scope of services;
- experience in performing commercial building roofing services on occupied college campuses around academic schedules and/or occupied K-12 campuses around academic schedules;
- experience is to be shown by the successful completion within the three (3) years prior to the RFP due date of ten (10) projects of similar scope of services for commercial building roofing projects.

College roofing includes coal/tar BUR gravel, modified bitumen, coated MB, standing metal seam, concrete canopies, aluminum canopies, and rolled membrane (FiberTite) roofing systems and preference will be given to experience in performing services for these types of roofing systems.

Preference will be given to listed roofing projects that are on occupied college campuses and/or occupied K-12 campuses..

Please list projects and provide the following information.

1. Name and location of the project.
2. The nature of the firm's responsibility on the project and brief scope of services performed.
3. Project owner's representative name, street address, email and telephone number.
4. Project user's representative name, street address, email and telephone number.
5. Dates of project.
6. Cost of project (construction cost and cost control measures).
7. Present status of the project.

B. List term contracts held or awarded for the services which are same or similar to the requirements and scope in this solicitation.

C. Provide list of manufacturer and products for which Proposer is a certified Installer.

The College reserves the right to request from proposers separate manufacturer certification of all statements made in the response to Request for Proposal.

D. Provide list of vehicles available.

Provide a list of primary equipment that Proposer owns that is available for the work under this RFP, including description, manufacturer, model/year.

Provide a list of primary equipment that Proposer proposes to purchase or rent for the work under this RFP, including description, manufacturer, model/year.

E. Provide a statement confirming that the contractor will employ a crew of roofers skilled in roofing throughout the duration of the contract.

F. State whether Proposer has ever failed to complete work awarded to Proposer. If so, explain where and why.

TAB (10) 4.3.4	Organizational Chart, Project Staff and Staff's Qualifications (Personnel)	<p>Provide organizational chart of Proposer's team for service being provided.</p> <p>Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority.</p> <p>Provide a list of employees with job titles and any roofing related licenses or certifications that they may have if any.</p> <p>Provide approximate number of roofing carpenter and roofing laborer personnel currently on staff and average years of experience.</p> <p>Provide brief resumes with the following information, at a minimum, <u>for key employees</u> that will perform work as part of the contract:</p> <ul style="list-style-type: none"> Individual's name; Brief description of individual's responsibilities; License(s) held by individual, if any, and provide proof of license; Individual's training; Certification(s) held by individual, if any, and provide proof of certification; Individual's applicable experience; For each supervisory individual(s), list the successful completion within the five (5) years prior to the RFP due date of a minimum of five (5), but no more than ten, projects of similar scope for each individual.
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4.4 References (Max 5 Points)

TAB (11) 4.4.1	References	<p>All proposers providing a response to this Solicitation shall have their client <u>submit directly to the College</u> via email as indicated below, a completed Performance Survey Form in PDF format. All forms must be received from your clients directly by the College by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or change of calendar date in our web page.</p> <p>Four (4) related Performance Survey Forms (see Attachment J) are required to be considered for the maximum Solicitation points. If the College receives less than four (4) completed forms <u>directly from your client</u>, points will be proportionally reduced. References from higher education or public sector clients are preferred.</p>
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Proposers must have their clients utilize the referenced Attachment for the references information/response. References shall be from clients for whom Proposer has performed (or are currently performing) work, similar in nature and size, as the scope described herein within the three (3) years prior to the Solicitation due date.

All references are to be emailed from your clients directly to the College to:
Procurement Contracting Officer: Eileen Hunt Email: ehunt@broward.edu

Please provide the Performance Survey Form to each of your references requesting that Form be filled-out. Once the form is completed by each of your clients/references, instruct them to email directly to the Procurement Contracting Officer's email listed above in PDF format. All forms must be received by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or a change of calendar date in our web page.

ANY BROWARD COLLEGE PROJECTS OR CONTRACTS SHOULD NOT BE INCLUDED AS A REFERENCE.

Do not provide any reference forms or reference letters in your proposal. Any reference forms or reference letters submitted with your proposal will not be evaluated during scoring of proposal.

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

4.5 Scope of Services Provided & Approach/ Methodology (Max 25 Points)

TAB (12) 4.5.1	Proposed Scope of Services	Clearly, and in detail, describe the proposed scope of services to be provided.
TAB (13) 4.5.2	Approach / Methodology	<p>Describe in detail how Proposer will accomplish the solution(s)/services identified in proposed Scope of Services above in order to complete required service. At a minimum, response must include and provide detailed responses to the following:</p> <ol style="list-style-type: none"><u>Proposer's Procedures:</u> Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project and of Broward College's multi-campus, multi-cultural environment. Include any safety or quality assurance programs currently in place with your firm.<u>Coordination and Communication:</u> Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with assigned college personnel prior to, during and after job commencement.<u>Reports:</u> Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during and after execution of services.<u>Other Services:</u> Describe any additional services and their proposed methodology that Proposer is proposing to provide with relation to the scope of this RFP.

LEAD FREE STATEMENT: Provide statement that bidder agrees to provide only materials or equipment that are 100% lead free. All material supplied to the College

REQUEST FOR PROPOSALS RFP-2020-020-EH

must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free will be supplied to the College. No bid/proposal will be considered unless this is agreed to by the vendor/contractor.

Describe how your firm will perform, or directly support, all services as described in this Request for Proposal in full compliance with applicable Federal, State, and Local laws including all rules, regulations, guidance documents and requirements as well as required licenses and permits related to commercial roofing services.

4.6 Price Proposal (Max 20 Points)

TAB (14)
4.6.1

Price Proposal Form

Submit Attachment E (Price Proposal Form) for Scope of Services/Specifications (described in Attachment A). The Price Proposal Form is in an Excel worksheet. Proposer must provide the information on prices and rates in the attached Attachment E, Price Proposal Form, in the same unchanged excel format. The information must NOT be password protected, to allow College to copy and paste the information into bid tabulation.

Start-up and travel expenses are not permitted in your proposal.

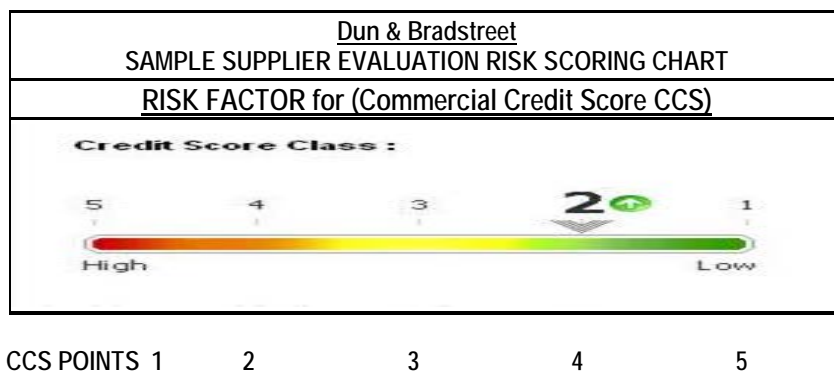
Include with Attachment E (Price Proposal Form (excel worksheet) any additional/value added services to be proposed in connection with the Scope of Services/Specifications defined in Attachment A.

4.7 Financial Capacity (Max 10 Points)

TAB (15)
4.7.1

Financial Capacity

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



Dun & Bradstreet
SAMPLE SUPPLIER EVALUATION RISK SCORING CHART

RISK FACTOR for (Financial Stress Score)



FSS POINT

2

4

D&B COMBINED TOTAL (CCS & FSS) SCORES

EVALUATION POINTS

1 2 3 4 5 6 7 8 9 10

4.8 Supplier Diversity Small Business (SDSB) Participation Plan (Max 10 Points)

TAB (16)
4.8.1

**Supplier Diversity Small
Business Program
Certification/Plan**

The proposer shall provide evidence, if certified, of its Small Diverse Business (SDB) certification as defined in the College Policy 6Hx2-6.36 and shall indicate the SDB group owning controlling interests in the Firm.

A copy of the SDSB Program approval letter should be included with all solicitations, whether participation is as a prime contractor or a subcontractor, in order to receive the benefits of the SDSB Program Participation Criteria Points based on Proposer's documentation.

For more information and to download the College's SDSB Policy and Procedure, please visit:

Policy: <https://www.broward.edu/legal/policies/Section%20Template/6Hx2-6.36.pdf>

Procedure: <https://www.broward.edu/legal/policies/Section%20Template/A6Hx2-6.36.pdf>

The College recognizes certifications from several sources including: The State of Florida, School Board of Broward County, the Florida State Minority Supplier Development Council, Women Business Enterprise National Council, Broward County Government, Miami-Dade County Government, and Palm Beach County Government. Additionally, the College may impose size standard criteria as recommended by the Miller3 Consulting, Inc. study.

PRIME NON SDB PROPOSER MUST:

- a. Submit a summary (a minimum of four paragraphs but no greater than 2 pages) on how the Proposer will assure Small Diverse Business (SDB) are afforded an equal and fair opportunity to share in the College's contract opportunities as subcontractors, suppliers and professional service providers.
- b. Submit: Attachment C3 Potential Subcontractor/Supplier Utilization Report–lists the SDBs to be utilized on this project. SDBs must be certified as one of the following SBE, MBE, WBE, VBE, DBE, CBE, or CSBE to be utilized on this project. **SDB percentage total must be included**; omission of total SDB percentage will result in zero SDB Criteria Points. A copy of the certification and a copy of the Broward College SDSB Program approval letter are required for each company listed; companies listed without the accompanying documentation will not be counted; companies that have expired or pending certification

dates will not be counted. Certificates must be valid for a minimum of 90 days before expiration date.

- c. The College recognizes certifications from seven sources and these sources are located on the College's website
<http://broward.edu/community/vendor/Pages/supplierandvendor.aspx>.

Broward College is not a certifying agency. Omission of certification certificates from one of the seven certifying agencies for each company listed on Attachment C3 will result in loss of SDB Criteria Points.

Proposers will receive SDB Criteria Points based on their documentation. SDB Point Percentages represents the number of points awarded for each proposed contract based on the percentage of work assigned to certified SDB subcontractors and vendors.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

PRIME SDB PROPOSERS MUST:

SDB Proposers must submit a copy of the certification certificate and a copy of the Broward College SDSB Program approval letter as proof of certification as one of the following SBE, MBE, WBE, VBE, DBE, CBE or CSBE to be utilized on this project. Approved SDB proposers will receive 100% of the SDB Criteria Point Percentage in the solicitation evaluation/selection process.

The College recognizes certifications from seven sources and these sources are located on the College's website
<http://broward.edu/community/vendor/Pages/supplierandvendor.aspx>.

Broward College is not a certifying agency. Omission of a certification certificate from one of the seven certifying agencies will result in zero SDB Criteria Points. Expired and pending certification certificates will result in zero SDB Criteria Points. Certificates must be valid for a minimum of 90 days before expiration date.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

INABILITY TO PARTICIPATE IN COLLEGE'S SUPPLIER DIVERSITY SMALL BUSINESS PROGRAM:

Proposers who are not Broward College approved SDB or who are not utilizing certified Small Diverse Businesses on this project must provide the College with a detailed explanation of their inability to participate in the College's Supplier Diversity Small Business Program.

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

- a. Create a Broward College specific supplier diversity program
 - b. Engage in on-site networking and matchmaking sessions
 - c. Create SDB Distributors
-

- d. Inform and assist SDBs in becoming registered in large vendor's supplier diversity program

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

SDSB Program Participation Percentage		% of SDSB Program Criteria Points and Score Points
Approved SDSB Prime Contractor		100% (10 points)
Approved SDSB Sub-Contractor	41 - 49%	80% (8 points)
	31 - 40%	60% (6 points)
	21 - 30%	40% (4 points)
	11% - 20%	20% (2 points)
	5% - 10%	10% (1 point)
	Less than 5%	0 % (0 points)

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5.0 EVALUATION

- 5.1 **The Evaluation Committee*** (hereinafter referred to as "Committee") shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Criteria. The failure to respond, provide detailed information or to provide requested proposal elements in Sections 4.3 through 4.8 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.

**The Evaluation Committee will shortlist Proposers in Phase 1, Review of Proposals. Proposers will be notified according to dates set herein in Section 2, Paragraph 2.5, Tentative Calendar.*

Cone of Silence is in effect, as stated under General Conditions 7.63.

- 5.1.1 **Phase 1: Evaluation, Review of Proposals Criteria:** The Evaluation Committee shall evaluate all proposals received for this solicitation, which meet or exceed Section 4.2, Minimum Eligibility Criteria, according to the following initial screening criteria:

Criteria Section		Max Points
4.2 and 4.3	Experience and Qualifications of Proposer and Project/Service Staff	40
4.4	References	5
4.5	Scope of Services Provided and Approach / Methodology	25
4.6	Price Proposal	20
4.7	Financial Capacity	10
4.8	SDB Participation Plan	10
Total Maximum:		110

- 5.1.2 **Shortlist Scores & Rankings:** The Evaluation Committee will utilize the scores developed as a result of Section 5.1.1 to rank the Proposers individually, and then determine cumulative ranking results.

The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and, those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of Section 5.1 Phase 1, Review of Proposals, will neither be considered, nor carried forth as part of the scores and rankings of Section 5.2, Phase 2, Interviews and Presentations.

- 5.1.3 **Results of Phase 1, Review of Proposals:** Based upon the cumulative ranking results, the College, at its sole discretion, may:
1. short-list the top ranked Proposers (short-list number to be determined by the Committee) for further consideration and/or interviews;
 2. recommend an award to one or more top ranked Proposer and begin contract negotiations per Section 6.0, Contract Negotiations;
 3. reject all proposals received;
 4. waive any informalities;
 5. re-advertise/re-solicit proposals;
 6. reject all proposals without further action;
 7. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
 8. invite one or more top-ranked Proposer to participate in contract negotiations phase and/or award; or
 9. take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

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

Phase 2: Interviews and Presentations

- 5.2 In the event that the College chooses to interview short-listed Proposers, the Evaluation Committee shall interview and evaluate the short-listed Proposers, in accordance with the evaluation criteria and point schedule established in this Phase 2, Interviews and Presentations, based on the Proposers' presentations and interviews, and the information submitted by the Proposers in response to this RFP, in order to make an award recommendation. The failure to respond, provide detailed information or to provide requested proposal elements in Section 5.2 may result in the reduction of points in the Phase 2, Interviews and Presentations, evaluation process. Short-listed Proposers will be interviewed against a set of standard questions (same questions for all short-listed Proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues). The Committee will utilize the scores developed as a result of Section 5.2; Paragraph 5.2.1, Phase 2: Interviews and Presentations Criteria, to rank the Proposers.

**Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 5.2.1 **Phase 2: Interviews and Presentations Criteria:** If the College has chosen to interview short-listed Proposers, the criteria for this Phase 2, Interviews and Presentations, shall be according to the following:

Criteria Section		Max Points
a)	Understanding of the College's Requirements	25
b)	Relevant Experience	20
c)	Unique Qualifications	20
d)	Overall Approach, Methodology, and Ability to Perform Contract	35
Total Maximum:		100

- 5.2.2 **Results of Phase 2 Interviews and/or Presentations:** If interviews are conducted, based upon the ranking results of Section 5.2.1, the College, at its sole discretion, may:

1. recommend award to the top ranked Proposer;
2. recommend award to more than one top ranked Proposer;
3. reject all proposals received;
4. re-advertise/re-solicit proposal;
5. reject all proposals without further action;
6. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
7. invite one or more top-ranked Proposers to participate in contract negotiation phase and award.

- 5.3 **Award:** In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, College, at its sole discretion, reserves the right to make an award as follows:
- a. divide the work among Proposers;
 - b. award contracts for less than all services encompassed by this solicitation.

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6.0 CONTRACT NEGOTIATION

- 6.1 **Phase 3: Contract Negotiation:** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the committee recommends rejection of all proposals received.

**Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.
- 6.1.2 The College reserves at any time during the negotiations process to:
- a. Schedule additional negotiation sessions with any or all responsive Proposers;
 - b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO);
 - c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation;
 - d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both;
 - e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers;
 - f. Decline to conduct further negotiations with any Proposer;
 - g. Reopen negotiations with any Proposer;
 - h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.
- 6.2 **"Sample" or Base Contract for Negotiations:** The enclosed "sample" contract (Attachment D) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer's offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.
- 6.3 **Final Selection and Notice of Award Recommendation:**
- 6.3.1 The College will recommend for award of the contract, the responsive proposer(s) as determined by the Negotiations Team.
- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:
- a. Recommend Award;
 - b. Re-advertise/re-solicit for proposals;
 - c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College's best interest.
- 6.3.3 The College reserves the right to:
- b. Select one or more proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers;
 - c. Divide the work among proposers by type of service or geographic area, or both; and

- d. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

6.4 **Reserved Rights After Notice of Award Recommendation:**

- 6.4.1 **Negotiations After Award Recommendation:** The College reserves the right to schedule additional negotiation sessions with proposers identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those proposers. This may include but not be limited to site surveys to finalize the College's requirements.
- 6.4.2 **Other Reserved Rights:** The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other proposers recommended in Section 5.2, Phase 2, Interviews and Presentations, or if Phase 2 was not chosen to be held then in Phase I, Review of Proposals, at any time prior to execution of a contract.
- 6.4.3 The College's Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended proposer(s).

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REQUEST FOR PROPOSALS RFP-2020-020-EH

7.0 GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for three (3) additional one year periods and/or 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state Firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If Installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

REQUEST FOR PROPOSALS RFP-2020-020-EH

7.0 GENERAL CONDITIONS

18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (**MSDS**) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College.

REQUEST FOR PROPOSALS RFP-2020-020-EH

7.0 GENERAL CONDITIONS

35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. respondent's proposal.
- In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the college.
43. **INDEMNIFICATION:**
- a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
 - b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.
44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.

7.0 GENERAL CONDITIONS

48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - Federal tax on transportation of property.
 - Cost of Municipal Building Permits.
 - Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.
49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.
- The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).
50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing Firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.

7.0 GENERAL CONDITIONS

59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College).
61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

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

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

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

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records

REQUEST FOR PROPOSALS RFP-2020-020-EH

that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with 7.0

GENERAL CONDITIONS

this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
 - (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
 - (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
 - (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

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Scope of Work:

Contractor shall provide all labor, materials, supplies, tools, equipment, etc. necessary or incidental for the proper completion of roofing work in accordance with the College's Scope of Services, Specification and Unit Price Schedule issued with this solicitation, or as amended at college-wide locations as identified and described by the Facilities Department. The Contractor shall provide the services on an as-needed and project-by-project basis for both scheduled and emergency services based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued. The College's scope of services will be determined on a per project basis. If the parties cannot agree to the services/fees for the project, the College reserves the right to contract with another firm for that project's services.

Contractor shall hold license as a State of Florida Certified Roofing Contractor for roofing and building envelope waterproofing projects.

Services and work to be provided include, but may not be limited to, the following:

- repair, alter, remodel, add to, subtract from or improve any previous repair;
- perform small maintenance/construction project work when necessary to complete a roofing project;
- re-roofing;
- apply roof coating system;
- minor roof replacement;
- new installation;

License:

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

Proposer must possess the following:

- State of Florida licensed Certified Roofing Contractor.

Subcontracting:

Awardee **may not subcontract** any service, repair and preventative maintenance without the prior express written approval of the Associate Vice President, Facilities Collegewide Maintenance, or designee. If subcontractors are approved by BC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance set forth in General Condition.

General Requirements:

Proposer shall be familiar with the current State of Florida Building Code, State Requirements for Educational Facilities (SREF) with amendments, FEMA and FEMA requirements, College's Construction Standards and the highest industry standards.

The Contractor must be competent in all matters of roofing, building envelope waterproofing and related work. All work will be performed under the supervision of the Contractor's Project Manager. All work will be performed in a neat, timely and professional manner. Project experience in educational environments preferred.

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

Contractor must have immediate access to all equipment, tools and personnel necessary to perform all functions of the repairs, maintenance and installations that the job may require. This includes but is not limited to bucket and aerial trucks, and interior lifts, to perform required work. Contractor must have the ability to perform related work on buildings ranging from one story up to twelve stories structures. Currently, one building is 12 floors - the Willis Holcombe Downtown Center Bldg. #33 is 12 floors.

All materials provided and work performed shall fully conform to all current applicable local, state, and Federal regulations and codes. All materials incorporated into the work shall be new, unless otherwise approved by authorized College personnel. Contractor shall follow the manufacturer's operating and maintenance instructions for all work performed. Contractor shall furnish at pre-commencement meeting satisfactory evidence as to the kind and quality materials and equipment.

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

Due care and diligence has been exercised in the preparation of this solicitation. The responsibility for determining the full extent of the services required rests solely with those making responses. Neither the College nor its representatives shall be responsible for exercising the professional judgement required in determining the final scope for services which may be required.

Quotes shall be itemized in accordance with items referenced in the Price Proposal Form of this solicitation, or as amended by the contract and any contract amendments. Any additional items required for installation/services not otherwise referenced shall be itemized separately on the quote and shall be billed at Contractor's actual cost plus percentage no greater than percentage provided in the awarded contract prices. The Contractor must include a copy of the invoice showing materials purchased and Contractor's actual cost. Hourly labor rates noted on the Additional Information Document, or as amended by the contract and any contract amendments, may only be charged for items not otherwise referenced in this proposal.

Response Time:

Due to the nature of the College's operational needs, contractor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including after 4:30 pm, on weekends and on holidays. All work times shall be coordinated with the College.

Contractor(s) shall provide a contact person to ensure twenty-four hours response.

Contractor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted upon request.

Measurements:

The Contractor is responsible for making an on-site measurement of the area to be serviced for all work assigned in order to determine exact requirements and provide a quote to the College based on the pricing submitted in this proposal. The Contractor shall be responsible for accuracy of field measurements. The Contractor shall investigate the location of the work and the conditions of the installation required. Any cost associated with this service shall be included in the pricing submitted for this proposal. At no time will the College pay for measurement, labor or any other fees associated to providing a quote.

Balance of Line:

The "balance of line" shall include products and services that are not requested in this RFP but are within the scope of products and services available from the awardee. The College reserves the right to add these products and services to the awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by the Awardee as they occur. Refer to Additional Information Document for Materials Cost Plus Percentage Mark-Up and Hourly Labor Rate which shall apply, as needed, to any Balance of Line items.

Site Inspection(s):

When a potential project is defined, a quotation will be requested. Following the site inspection, quotations shall be submitted as directed and by the deadline specified. This quotation shall be based on the individual scope of work, proposal special conditions, proposal specifications, and all applicable regulations and codes, and submitted on forms required by the College, if any such forms.

Estimates:

Bidder will provide written "Not to Exceed" estimates on all projects. This estimate will include the estimated number of hours, hourly rate, number & type of employees required, permitting, estimated material cost and completion date. Estimates shall be itemized in accordance with items referenced in the Price Proposal Form of this solicitation. Any additional items required for installation/services not otherwise referenced shall be itemized separately on the estimate and shall be billed at Contractor's actual cost plus maximum of percentage mark-up provided in the contract. The Contractor must include a copy of the invoice showing materials purchased and Contractor's cost. Hourly labor rates noted on the Additional Information Document may only be charged for items not otherwise referenced in this proposal.

It will be the bidder's responsibility to ensure they have all information to prepare accurate estimates.

Materials:

All parts and materials utilized by Contractor for projects under this Agreement shall be first grade products from a reputable manufacturer, shall be installed in compliance with the standards of good workmanship and shall be approved by the College prior to installation.

Hourly Rate:

Hourly labor rates categories are specified on Attachment E – Price Proposal.

The hourly rate quoted shall include full compensation for labor, equipment use, and any other cost to the bidder.

Unit prices must be inclusive of wages, overhead, profit and general and administrative expenses

Unit prices must be inclusive of response time, travel time from portal to portal, time for the preparation of estimates, supplying or acquiring materials, attending mandatory pre-job conferences, and the administration of the Agreement by the Contractor for the processing of submittals, shop drawings, permits, invoices or paperwork. There will be no charge to BC for any of these tasks. Unit prices billed must be for the hourly labor cost for actual work performed on job site only.

Hourly rate will be calculated from bidder's/proposer's arrival at job site. No additional hourly rate will be paid for travel time.

Cost of Materials:

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

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

Site Inspection:

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

General Location of Work:

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

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

Uniforms:

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

Employees:

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

Contractor shall be responsible for working personnel's compliance with College Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus.

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

Contractor shall assign an "On Duty" supervisor who shall be:

- on the worksite at all times, unless approved otherwise in writing by the College authorized representative;
- able to read, write, speak, and understand English;
- thoroughly knowledgeable of all plans, specifications, and other contract documents;
- have full authority to act for the Contractor;
- any work accomplished after 4:30 PM shall include a similar English-speaking team leader capable of carrying out assignments.

Storage of Materials:

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

Permits:

Contractor shall obtain all required permits, licenses and certifications as may be required by Broward College, Federal, State and local laws, ordinances, rules and regulations, for the prior execution and completion of work under this RFP.

All permitting is through Broward College's Building Code Official.

College pays permit fees, if any related to roofing and building envelope waterproofing services.

All permits to be posted on job site.

Contractor shall arrange all inspections required by College Building Official and/or any governmental agency having jurisdiction over the work.

On completion of the work, furnish satisfactory evidence to the College that the work is acceptable to the regulatory authorities having jurisdiction.

Protection of Existing Facilities:

The Contractor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

Protection and Security of Building and Property:

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

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

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

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

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

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

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

Cleaning Up:

The Awardee at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, Contractor shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

Debris, Waste, Chemicals:

Contractor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Contractor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations.

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

Lead Free Statement:

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

Sustainability Factors:

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

Environmental factors to be considered include, but are not limited to, the life cycle assessment of: pollutant releases, toxicity, especially the use of persistent, bio accumulative, and toxic (PBT) chemicals, fungicide, waste generation, greenhouse gas emissions, energy consumption, depletion of natural resources, impacts on biodiversity, giving preference to sustainable, reusable content, ecofriendly packaging and recycled materials over virgin materials, as well as to conserving water and energy.

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

Conditions for Emergency / Hurricane or Disaster (Force Majeure):

College facilities may include those that have received damaged from emergency / hurricane events. Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a **“first priority”** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by Senior Associate Vice President for Facilities Management or his authorized designee and/or Associate Vice President for Business Services & Resource Management. Awardee agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awardee shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

Hurricane Response: A representative from the roofing company shall communicate via telephone, or report in person (if telephone service is down) as soon as possible after any severe weather activity, including tropical storms, or hurricanes in order to evaluate and delineate a plan to mitigate and repair any roof damages. The Command Center will be the conference room of Building 23, Central Campus located at 3501 SW Davie Road, Davie, FL 33314. The alternate location is Building 42, North Campus located at 1000 Coconut Creek Blvd., Coconut Creek, FL 33066.

Warranty:

The successful bidder/proposer shall fully guarantee all items furnished hereunder against defect in material and/or workmanship for a period of **one year** from date of receipt by the College. Should any defect in materials or workmanship excepting ordinary wear and tear, appear during the warranty period, the successful bidder shall repair and replace same, at no cost to the College, immediately upon written notice from the AVP, Facilities Management or AVP, Business Services & Resource Management. In the event a dispute on requested repairs between the College and the bidder, the decision of the College shall be final and binding on both parties.

END of Attachment A – Scope of Services / Specifications

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Broward College
STATEMENT OF "NO" RESPONSE

RFP-2020-020-EH
ATTACHMENT B

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

Broward College
Procurement Services Department
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33309

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

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____

Small Disadvantaged Business (SDB) Processes and Requirements

1. Vendor Non-Discrimination.
 - a. All vendors bidding on College contract opportunities must submit a vendor Covenant of Non-Discrimination Profile (Attachment C2). **Bids received without a fully executed Covenant of Non-Discrimination Profile from the proposing vendor will be considered non-responsive.**
2. Contract Compliance (Project by Project basis)
 - a. Upon execution of a project under this contract with Broward College, the successful bidder will utilize Subcontractor/Supplier Utilization (Attachment C3) when submitting solicitation bid packages and will become a part of the contract between the bidder and the College.
 - b. Report of Subcontractor/Supplier Utilization (Attachment C4) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on Attachment C4.
 - c. Attachment C4 will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
 - d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Subcontractor/Supplier Utilization (Attachment C3). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
 - e. The successful bidder will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the Attachment C4. Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
 - f. Failure of the successful bidder to provide the specific SDB report by the specified date shall be sufficient cause for Broward College to:
 - o Withhold approval of the successful bidder's invoices for progress payments,
 - o Increase the amount of the successful bidder's retainage, or
 - o Evoke any other penalties as stated in General Conditions of the RFP (*Nonconformance to Contract Conditions*).
3. COLLEGE's Responsibilities:

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



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

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

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

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

SUBCONTRACTOR/ SUPPLIER UTILIZATION

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

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

Total SDB% _____

Proponent Company Name: _____ Project Name: _____ Contract #: _____

Authorized Principal: _____ Proponent Contact Number: _____

Signature: _____ Date: _____

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



REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION
Please Submit Report to: The Office of Supplier Relations and Diversity
6400 NW 6th Way, 2nd Floor, Fort Lauderdale, FL 33309
or Fax to: 954-201-7330

ATTACHMENT C4

(For questions completing this report call 954-201-7307)

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

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

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

Signature of Authorized Principal

Date

Title / Telephone Number

(See separate Adobe PDF document in DemandStar)

<https://www.demandstar.com/>

**Broward College
PRICE PROPOSAL FORM**

**RFP-2020-020-EH
Roofing Services
ATTACHMENT E**

PRICE: Proposer must submit pricing for all items shown on the excel Price Proposal Form utilizing the excel Price Proposal Form. Failure to submit pricing for all items may be cause for rejection of the Proposal.

NOTE: Proposer should not reference the words "No Charge", "N/C", "Included", or other such terminology on any of the line items of this or the excel Price Proposal Form. Estimated Annual Hours are for evaluation purposes only and do not represent any guarantee of work to be performed.

Hourly labor rates categories are specified in Attachment E – Price Proposal.

The hourly rate quoted shall be submitted as all inclusive and shall include full compensation for labor, equipment use, and any other cost to the bidder/proposer to provide roofing services including but not limited to maintenance, repair, and installation services in accordance with the requirements set forth in this solicitation.

Unit prices must be inclusive of wages, overhead, profit and general and administrative expenses.

Unit prices must be inclusive of response time, travel time from portal to portal, time for the preparation of estimates, supplying or acquiring materials, attending mandatory pre-job conferences, and the administration of the Agreement by the Bidder for the processing of submittals, shop drawings, permits, invoices or paperwork. There will be no separate charge to BC for any of these tasks. Unit prices billed must be for the hourly labor cost for actual work performed on job site only.

As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.

Note - Hourly rate will be calculated from bidder's/proposer's arrival and commencement of work at job site and terminate upon departure from job site. No hourly rate will be paid for travel time.

Please see the Price Proposal Form (excel document) posted on demandstar.com. **Proposers are requested to submit all pricing on Price Proposal Form sheet posted in Excel format.**

For labor in increments of less than ½ hour, established rate shall be prorated.

All prices bid/proposed shall be in full accordance with the terms, conditions, and specifications stated herein.

A bonafide compete copy of the itemized parts and materials invoice from the contractor's supplier and invoice from sub-contractor must be included with all billings to Broward College for parts and materials and sub-contractor work in order to verify mark-up. The College will not accept an aggregate invoice.

College may elect to supply large dollar items if it is able to procure these items at a lower cost.

The bidder/proposer proposes and agrees to provide all labor, supervision, services, travel, transportation, fuel cost, materials, supplies, equipment, tools, etc., to perform the work required in accordance with the RFP documents for commercial ing Services for the following pricing:

(See separate Price Proposal Form Excel document on DemandStar.com –
www.demandstar.com)

Broward College
DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087)

RFP-2020-020-EH
ATTACHMENT F

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The COLLEGE,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified 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 days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification) _____

Broward College
NON-DISCLOSURE AGREEMENT

RFP-2020-020-EH
ATTACHMENT G

**NOTE: THIS DOCUMENT IS ONLY TO BE COMPLETED BY
THE AWARDEE.**

This Agreement is by and between _____ (Vendor), a corporation with offices at _____, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The Board of Trustees of Broward College

By: _____

By: _____

Printed Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Broward College
NON-COLLUSION AFFIDAVIT**

**RFP-2020-020-EH
ATTACHMENT H**

State of _____)

) ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By:

(Printed Name)

(Title)

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Non-Collusion Affidavit, continued

ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, 2011, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
(Name(s) of individuals(s))
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp
or Type as Commissioned.)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

NOTE: THIS DOCUMENT IS ONLY TO BE COMPLETED BY THE AWARDEE.

ACCESS TO BROWARD COLLEGE BUILDING PLANS

The Owner desires to provide the Contractor with access to certain building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats of Owner existing buildings, buildings under construction and buildings that may be constructed (collectively, "Building Plans").

For security reasons, the Building Plans are classified as exempt under Florida's public records laws but may be released by the Owner under certain circumstances.

The Contractor and/or its principal is a licensed architect, engineer, or contractor permitted to receive the Building Plans under Florida's public records law.

The Contractor, in consideration of being provided access to the Building Plans in connection with work or potential to perform work on behalf of the Owner, agrees as follows:

1. Contractor will not use any of the Building Plans for any purpose other than as authorized by the Owner. The Building Plans shall be held in confidence by Contractor. Prior to disclosure of the Building Plans to Contractor's agents, representatives, associates and consultants, Contractor shall obtain a written agreement from such parties agreeing to be bound by the terms and conditions hereof. Contractor acknowledges and agrees that it is responsible for a breach of these Terms and Conditions by any of Contractor's employees, agents, representatives, associates, or consultants with whom Contractor has shared the Building Plans. Contractor agrees to treat Building Plans with the same degree of care to prevent the loss, unauthorized use, dissemination, publication, or disclosure of the Building Plans as the Contractor employs with respect to its own confidential information of a sensitive nature, but no less than reasonable care.
2. These terms and conditions, together with any additional terms provided by Owner, in writing, in connection with Contractor's access the Building Plans, if any, constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to the Contractor's access to the Building Plans, and supersedes all prior agreements and understandings between them with respect thereto.
3. These terms and conditions shall be construed in accordance with the internal laws of the State of Florida. Venue for all claims or other causes of action arising out of these terms and conditions shall be in Broward County, Florida.

Contractor Name

Authorized Representative (Print)

Signature

Date

(See separate PDF document in DemandStar)

<https://www.demandstar.com>

Broward College
VENDOR CONFLICT OF INTEREST FORM

RFP-2020-020-EH
ATTACHMENT K

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of Broward College or an immediate family member of an employee of Broward College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO ☐ YES ☐

If Yes, please put names and titles below:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Please explain
below: _____

BIDDER'S FIRM NAME: _____

Print name: _____

Signature: _____