

Submit Bid to:

FLORIDA A&M UNIVERSITY
Office of Procurement Service
<https://famu.bonfirehub.com/portal/?tab=openOpportunities>
Tallahassee, Florida 32307-3200
Telephone Number: (850) 599-3203



REQUEST FOR PROPOSAL

Bidder Acknowledgement

Page of Pages 1 of 26	BID WILL BE OPENED: August 31, 2023, at 2:00 pm	RFP 0003-2024
Posting Date: August 14, 2023	BID TITLE: FAMU Emergency Shelters and Services	

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE: TELEPHONE NUMBER:

TOLL-FREE NUMBER:

REASON FOR NO BID

POSTING OF BID TABULATIONS
Bid tabulations with recommended awards will be posted for review by interested parties on Bonfire Website at <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation 6.005 (9) (k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the proposer.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted via the Bonfire Website. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: All Bids must contain this Acknowledgement Form with an original manual signature of authorized representative in the space provided above. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.

2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO BID", and it must be received no later than the stated proposal opening date and hour.

3. BID OPENING: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the bidder's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the bid receipt and other generic administrative information may be announced and recorded on the bid opening date. The contents of the bids will be kept confidential for 30 calendar days, or date of award, whichever is sooner. NOTE: Bid tabulations will be posted on the University's website or furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.

a) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

5. TAXES: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter

7. MISTAKES: Bidders are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.

8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

9. PAYMENTS: In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to make payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40-day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University's ombudsman may be contacted at (850) 599-2978.

a) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

b) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.

c) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- a) Contractor's name being removed from the Purchasing vendor mailing list.
- b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all procurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this bid, the bidder shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00p.m. to 4 p.m., excluding State of Florida and University's holidays, unless otherwise specified.

d) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. BID PREPARATION: All costs associated with responding to this ITB are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation/ termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to ensure the safety and wellbeing of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY's Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

**Request for Proposal
(FAMU Emergency Shelters and Services)**

RFP: #0003-2024

Refer ALL Inquiries to:

**Office of Procurement Services
Florida A & M University
2380 Wahnish Way, Room 214
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2160 (Fax)**

E-mail:

germarlon.hall@famuh.edu

Bonfire Website:

<https://famuh.bonfirehub.com/portal/?tab=openOpportunities>

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1.0 SPECIAL CONDITIONS

1.1 CALENDAR OF EVENTS AND PURPOSE OF REQUEST

REQUEST FOR PROPOSAL: 0003-2024

PROPOSAL TITLE: **FAMU Emergency Shelters and Services**

OPENING DATE AND TIME: August 31, 2023, at 2:00 P.M.

PURPOSE: Florida A&M (FAMU) is seeking services from qualified respondents to establish contracts for emergency shelters and services for the main campus.

The successful vendor will provide the equipment and/or service consistent with all local, state, and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in performing all services and providing all equipment(s) required under this agreement in a manner consistent with generally accepted procedures.

Date/Time	Action
8/14/2023	Request for proposal - Advertised
8/14/2023	Request for proposal - Released
8/17/2023	Pre-Proposal Meeting and Campus Walk through 10:30 AM Location 2400 Wahnish Way POM Trailer A
8/22/2023	Deadline for submitting questions and/or inquiries in writing only; preferably by email to (germarlon.hall@famu.edu)
8/25/2023	Responses to inquiries and Addenda, if any, will be posted on Bonfire website: https://famubonfirehub.com/portal/?tab=openOpportunities
8/31/2023	Deadline for Proposal Submission at 2:00 P.M. (RFP opening) Office of Procurement Services, via Zoom Video Conferencing https://famuzoom.us/meeting/register/tJwkduuppzgpGtQGK2V3Hn05YrYLN3biZxad NOTE: All Bid Responses must be submitted via the Bonfire website: https://famubonfirehub.com/portal/?tab=openOpportunities
9/11/2023	Posting of the Intent to Award (or other Notice(s) as Appropriate)
9/14/2023	End of 72-hour Protest Period
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

1.2 REQUEST FOR PROPOSAL/PROPOSAL ACKNOWLEDGEMENT FORM

All bids, Request for proposal/Bidder Acknowledgement forms must be submitted to the Florida A&M University, via the Bonfire website, in order to be considered for this award. The form must be properly completed, executed, and returned with the bid by the bidder including all submittals, documentation, brochures or pertinent requirements. For the purpose of this solicitation, the terms

vendor, bidder and contractor have the same meaning. The paragraphs in this Section are numbered for the convenience of the University.

1.3 UNIVERSITY PURCHASING STAFF

The Office of Procurement Services employee named in this paragraph will be responsible for this bid/proposal solicitation including amendments and necessary coordination with staff and vendors/contractors. Please contact in writing the Procurement staff mentioned below:

(Germarlon Hall), (850)599-3203, E-mail: (germarlon.hall@famu.edu)

1.4 NOTICES TO VENDORS/CONTRACTORS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the purchase order/contract.

1.5 STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a response to this solicitation, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the bid. The successful bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this solicitation, if any. Partnerships seeking to do business with the State shall, at the time of submitting such a bid, have complied with the applicable provisions of Chapter 620, Florida Statutes.

A Certificate of Status shall be required indicating that the bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the bidder shall contact the Florida Secretary of State's Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

1.6 AWARD

As the best interest of the Florida A&M University (FAMU) may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

1.7 TERM OF CONTRACT

The contract resulting from this RFP, if any, will commence when contract is signed and executed and will be for a three (3) year period with FAMU and the selected service provider (s) and the University having the option to renew for an additional two (2) one (1) year periods pending mutual consent.

1.8 PURCHASE ORDER/CONTRACT

The University will issue a purchase order/contract to the successful bidder incorporating by reference all the terms and conditions of this bid solicitation including bid prices. The actual award of this bid is manifested by the issuance of the purchase order/contract to the successful bidder. The successful bidder is not to assume receipt of an award until the purchase order/contract is issued/executed in writing.

1.9 APPROVAL

A purchase order/contract will be issued as a result of this bid with the understanding that all products delivered must meet the approval of the Director of Emergency Management mentioned below. All approvals are made with the understanding that all products are in conformance with all aspects of the bid specifications. Approving Official: Ashley Davis, Director of Emergency Management

1.10 POSTING OF BID DOCUMENT/BID TABULATION

- a. Any protest concerning specifications to a solicitation shall be made in accordance with section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted, in writing, to:

Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, Florida 32307

- b. Bid tabulations with recommended awards will be posted for review by interested parties on the Bonfire Website: <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and on the FAMU Website: <http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting> and will remain posted for a period of seventy-two (72) hours (three (3) business days). Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address listed above in item a.

All bids accepted by the University are subject to the University's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Offers from the bidders listed herein are the only offers received timely as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

- c. **PROTEST.** Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.
- d. The University reserves the right to reject any and all bids as may be required in the best interest of the University.
- e. Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

1.11 NOTICE OF PROTEST BONDING REQUIREMENT

Any person or company/business who files an action protesting the bid document or a decision or intended decision pertaining to bids, administered by the University pursuant to Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to ten (10) percent of the total volume of the contract or \$10,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

1.12 PAYMENT TERMS

Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P. O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Florida Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain applicable interest rate, contact the University's Accounting department at (850) 561-2978. Payment to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors, who may be experiencing problems in obtaining timely payment(s) from a state agency is available by calling the University Controller Office at (850) 561-2978. Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

1.13 CANCELLATION

The purchase order will be subject to immediate cancellation if either equipment or service does not comply with specifications as stated herein or fails to meet the University's performance standards.

1.14 RIGHT TO TERMINATE

In the event that any of the provisions of a purchase order/contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the purchase order/contract. Such notice is to state the reason(s) for such intention to terminate the purchase order/contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the purchase order/contract shall, upon expiration of said ten (10) days, cease and terminate; but the liability of such bidder and his surety for any and all violation(s) shall not be affected by any such termination.

1.15 TERMINATION FOR CONVENIENCE

The University, by written notice to the Contractor, may terminate the purchase order/contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the purchase order/contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

1.16 AVAILABILITY OF FUNDS

The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or specifically allotted for the purposes stated herein.

1.17 PRICES

The University will not allow additional prices if they were not initially included in your bid response. Therefore, the bidder must include all costs associated with this transaction.

1.18 CONTRACTOR'S INSURANCE

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial or personal automobile liability policy of insurance protecting the University and the public against bodily injury and property damage, and professional liability (when required). The successful contractor shall also furnish worker's compensation coverage for employee job related injuries.

The contractor **SHALL NOT** commence any work in connection with this contract until the contractor has obtained all of the appropriate insurance coverage and said coverage has been verified by the Florida A&M University Board of Trustees, protecting the Florida A&M University Board of Trustees and the public from any and all liability and property damage hazards which may result from the performance of this contract by the contractor. The Florida A&M University Board of Trustees shall be exempt from, and in no way liable for, payment of any sums of money associated with the contractor's insurance contract. The payment of such funds shall be the sole responsibility of the contractor.

All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida. Florida A&M University Board of Trustees, Florida A&M University, Florida Board of Education and the State of Florida shall be listed as additional insured for general liability and automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certificate of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Office of Procurement Services thirty (30) days written notice in advance of any material alteration or cancellation.

The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

Commercial General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

Automobile Liability

Combined Single Limit - \$1,000,000 each occurrence

Worker's Compensation and Employer's Liability

Worker's Compensation limit of liability as provided by
Florida Statutes Chapter 440.

Employer's Liability \$500,000

Professional Liability
\$1,000,000 per occurrence

Evidence of the required insurance coverage must be provided to Florida A&M University Office of Procurement Services, 2380 Wahnish Way, Suite 214, Tallahassee, FL 32307; Attention: Director of Procurement Services. Such evidence shall be submitted/included with bid at the time of bid opening.

1.19 PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must comply with SECTION 287.133(A), FLORIDA STATUTES, and ON PUBLIC ENTITY CRIMES.

1.20 IDENTICAL TIE BIDS

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a)
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statute or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. 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.
- f. Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section. In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid, which relates to commodities manufactured within the State of Florida or from any foreign manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid from any other bidder and any other foreign manufacturer, respectively.

- g. As the person authorized to sign this bid document and bind the company/firm/business, I certify that this firm complies fully with the above requirements, and that proof will be provided upon request. Failure to submit proof within five (5) days of request by the University will result in disqualification as a bidder.

1.21 EQUAL OPPORTUNITY STATEMENT

The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

Vendors and Contractors providing goods/services to the University are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract. Racially offensive conduct by contractors and suppliers of goods/services to the University is forbidden by Rule 6C3-10.103 FAC. Further, Rule 6C3.125 FAC, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment. For assistance, contact the University Director of the Office of Procurement Services (850) 599-3203.

1.22 ACCOMMODATIONS FOR DISABILITIES

If an accommodation is needed to participate in this bid opening, please contact the Office of Procurement Services at (850) 599-3203 at least seven (7) days prior to the opening date.

1.23 FORCE MAJEURE

No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or time by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

1.24 AMENDMENT

A written amendment may be issued prior to the bid opening which may modify, supplement or interpret any portion of this Invitation to Bid. No verbal or written information from other sources are authorized as representing the University. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

1.25 INTERPRETATION

No interpretation of the meaning of the drawings, specifications, bidding documents, any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Each request shall be made in writing and addressed to the Procurement Staff mentioned in the Special Conditions Section 1.3.

In case the University finds it necessary to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, a written addenda will be issued to the Invitation to Bid which will be posted on the Bonfire Website. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

1.26 CONFLICT OF INTEREST

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee, or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

1.27 PRICE PREFERENCE FOR FLORIDA VENDORS

For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose "principle place of business" is the State of Florida.

- a. A vendor's principal place of business" is determined as follows:
 1. **If the vendor is an individual or a sole proprietorship, then its "principal place of business" is in state where the vendor's primary residence is located.**
 2. If the vendor is a business organization, then its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.
- b. Personal Property: When the lowest responsible and responsive bid or bid is submitted by a bidder or bidder whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a bid, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or bidder has its principle place of business. If the lowest responsive and responsible bidder or bidder in that state does not grant a preference in competitive solicitation to companies having a principle place of business in that state, the preference granted to the lowest responsible and responsive bidder/bidder having a principle place of business in Florida shall be 5 percent.
- c. Bidders or bidders whose principle place of business is outside the state of Florida must include, with their Bid or RFP response document, a written statement, signed by an attorney at law licensed to practice in the bidder's or bidder's state (referred to as their "principle place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

REMEDIES

A. Any dispute concerning performance of this Agreement shall be decided by the Division'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 Division a petition for administrative hearing. The Division'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.

B. In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Division shall, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- 1) Withhold or suspend payment of all or any part of a request for payment.
- 2) Require that the Contractor refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- 3) Exercise any corrective or remedial actions, to include but not be limited to:
 - a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance.
 - b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.
 - c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - d) Requiring the Contractor to reimburse the Division for costs incurred for any items determined to be ineligible.

C. Pursuing any of the above remedies will not keep the Division from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Contractor.

D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

LIQUIDATED DAMAGES

A. The Contractor shall be responsible for any and all consequential damages resulting from the breach of this Agreement, and if consequential damages are not calculable, then this Liquidated Damages provision shall apply.

B. NOTICE OF DEFAULT. The Contractor will promptly notify the Division upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Service, Deliverable, or Project: or if the Contractor uses or authorizes a third party to use Division Materials beyond the license for use. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance, and will inform the Division of the steps the Contractor is taking, or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Division has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Division and use commercially reasonable efforts to perform its obligations on time notwithstanding the Division's delay. Provided that the Contractor satisfies the requirements of the immediately foregoing sentence, the Contractor will not be liable for liquidated damages if and only to the extent that the Contractor's applicable failure to perform or delay in performing is caused by the Division.

C. AMOUNT OF LIQUIDATED DAMAGES. Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount Daily Charge Per Calendar Day

\$50,000 and under.....	\$956
\$50,000.01 to \$249,999.99.....	\$964
\$250,000 to \$499,999.99.....	\$1,241
\$500,000 to \$2,499,999.99.....	\$1,665
\$2,500,000 to \$4,999,999.99.....	\$2,712
\$5,000,000 to \$9,999,999.99.....	\$3,447
\$10,000,000 to 14,999,999.99.....	\$4,866
\$15,000,000 to \$19,999,999.99.....	\$5,818
\$20,000,000 and over.....	\$9,198 plus 0.00005 of any amount over \$20 million (round to nearest whole dollar)

The total liquidated damages to be applied in any month of the Contract will not exceed ten (10) percent of the monthly compensation paid to Contractor.

D. DETERMINATION OF NUMBER OF DAYS OF DEFAULT. For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Contractor will count default days in calendar days.

E. CONDITIONS UNDER WHICH LIQUIDATED DAMAGES ARE IMPOSED. If the Contractor, in the case of default, fails to complete the work within the time stipulated in the Contract, or within such extra time that the Division may have granted the Contractor, then the surety shall pay to the Division not as a penalty, but as liquidated damages, the amount so due as provided in the schedule above.

F. RIGHT OF COLLECTION. The Division has the right to apply as payment on such liquidated damages, any money the Division owes the Contractor.

G. ALLOWING CONTRACTOR TO FINISH WORK. The Division does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work or any part of it after the expiration of the Contract Time.

H. COMPLETION OF WORK BY THE DIVISION. In the case of a default of the Contract and the completion of the work by the Division, the Contractor and his surety are liable for the liquidated damages under the Contract, but the Division will not charge liquidated damages for any delay in the final completion of the Division's performance of the work due to any unreasonable action or delay on the part of the Division.

CONTRACT TERMS REQUIRED BY FEDERAL LAW

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

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

B. Copeland "Anti-Kickback" Act

1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards. In accordance with 40 U.S.C. 3702 of the Act, the Contractor 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

D. Clean Air Act and the Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

E. Suspension and Debarment.

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The Contractor and any subcontractors 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 FAMU. 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 FAMU, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The bidder or proposer agrees to comply with requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 subpart C while this offer is valid and throughout the period of any contract that may

arise from this offer. The bidder or proposer further agree to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. [3141- 3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141- 3144](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file 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 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.

(J) See § 200.322 Procurement of recovered materials.

1.28 SUBMITTAL

Please refer to the submittal instructions titled **Submission Instructions for Suppliers**, listed on our Bonfire website, to submit your RFP Response. Bids not submitted on the forms included with these solicitation documents shall be rejected.

- a. Request for Proposal form, completed and signed
- b. Business License
- c. Copy of required insurance
- d. Three (3) references; including name of company, contact person and phone number
- e. Past contracts and proven performance
- f. Staffing Matrix
- g. Technical Qualifications
- h. Price Sheet
- i. Amendments Issued by the University
- j. Non-Collusion Affidavit
- k. Statement of No Involvement
- l. Notice of Conflict of Interest
- m. Florida Department of State Certificate of Status

Each Bidder is responsible for ensuring that its bid is delivered at the proper time, as stated in Section 1.1 Calendar of Events. The University shall not consider late bids. **BIDS MUST BE RECEIVED VIA THE BONFIRE WEBSITE** before 2:00 P.M. on the date specified in Section 1.1 Calendar of Events.

2.0 Technical Specifications

Scope of Services

FAMU is seeking Contractors capable of responding to a wide range of emergency or disaster events including, but not limited to:

- Pandemic
- Flood
- Tropical Cyclones
- Severe Storms
- Wildfire
- Erosion
- Drought
- Extreme Heat
- Geological
- Winter Storm
- Seismic
- Tsunami
- Transportation Incident
- Cyber Incident
- Hazardous Materials Incident
- Space Weather Incident
- Radiological Incident
- Terrorism
- Agricultural Disruption
- Biological Incident
- Mass Migration Incident
- Civil Disturbance Incident

Response time shall be deemed as having a CONTRACTOR'S representative physically present at the affected site(s) Emergency Operations Center within eight (8) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of Notice to Proceed.

The CONTRACTOR shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situation including all-hazards (natural and man-made disasters)

Timely Delivery of Goods (Tasks):

The Contractor is responsible for performing all management, supervision, and other administrative activities necessary to assure performance in strict compliance with the terms and conditions of this contract. Time is of the essence in performance of this contract, as these products/services are required to sustain life in the aftermath of disaster events that have or will disrupt normal supplies in the disaster location. Therefore, this contract requires immediate response, with timely production, delivery, and reporting by the Contractor.

Times of issuance of purchase orders, and times specified for delivery and start of service in purchase orders will be expressed in local time at delivery sites. Deliveries and starts of service will

be considered timely if made at the specified delivery site within two hours before or after the time specified for delivery in the purchase order.

The Contractor shall assure that every delivery is properly presented to FAMU and that FAMU acknowledgement of every delivery is obtained through a Bill of Lading (BOL). BOLs provided to FAMU must include the following information, if applicable:

- Date
- Ship from Name, Address, City, State, and Zip
- Ship to Name, Address, City, State, Zip, and County
- Customer Order Information
- Purchase Order or Contract Number
- Mission Number
- Bill of Lading Number
- Carrier Name
- Trailer Number
- Tractor Number
- Carrier Phone Number
- Driver Name
- Driver Cell Phone Number
- Seal Number(s)
- Satellite Transponder Number
- Pallet Count
- Pallet Weight
- Pallet Count and Weight Totals • Pallet Ship and/or Applicable Information
- Carrier Information:
- Handling Unit: Quantity, Type
- Package: Quantity, Type
- Weight
- Hazardous Materials (H.M.) Column
- Commodity Description
- Quantity, Type, and Weight Grand Totals
- Freight Carrier Signature
- Received By Printed Name, Date, and Signature
- Trailer Loaded: By Shipper or By Driver
- Freight Counted: By Shipper or By Driver Pallets Said to Contain
- Trailer Unloaded: By Recipient, By Driver, or By Driver/Pieces
- Carrier Signature/Pickup Date • Additional Notations on Shipment:
- Itemized Load in Shipment

The Contractor shall be responsible for assuring that every delivery has all required documentation. Delivery shall be considered made when the Contractor has obtained written acknowledgement of the date and time of the arrival at the delivery site, the shipment is unloaded, and the driver is released by the on-site FAMU representative.

FAMU-Catastrophic Emergency Shelter Support Systems

Below are descriptions of catastrophic emergency shelter support systems and the minimum equipment and services required.

TYPE I

Component	Description
Site Capacity	2,500 Persons
Site Type	Fixed Existing Structures Shelter, Hard or Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.
Set-up Time	5-7 Days from time of arrival on scene
Square Footage Requirements	Up to 80 acres (40 acres-shelter; 40 acres-parking)
Site Prep	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.
Parking Area(s):	Lot shall be well marked and lighted. One-way designated traffic routes will be established and well-marked. Separate areas will be designated for large apparatus and trucks.
Shelter Management	Shelter Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager
Shelter Construction, Engineering, and Operations	Director of Operations Chief of Operations Logistics Officer Project Managers Shelter Managers Safety Personnel Shelter Administration Site Operations Surveyors Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billing Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)

Billeting	<p>2,500 Persons, Beds, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11). All heating, cooking, and water heating equipment shall be installed in accordance with State and local ordinances, codes, and regulations governing such installations.</p> <p>Each student shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. Linens, blankets and pillows will be provided as required and changed twice each week.</p>
Food Services	<p>2,650 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall.</p> <p>Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each shelter complies with US Public Health Service 2017 Food Code</p> <p>Three meals per day for clients, (2 hot). Four Meals per day for workers (3 hot or 2/2), Modified USFS Food Service Contract Specifications 1800 - 2200 calories per person per day. 24- Hour snack and beverage services.</p>
Showers	<p>Trailers/CONEX Self Contained, enclosed free standing (ratio of 1 shower head to 15 persons in accordance with ANSI 4.4)</p> <p>Specifications in accordance with USFS Shower Contract. Must protect from weather elements and be lighted</p>
Rest Rooms	<p>Trailers, self-contained, (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) ADA Compliant restrooms provided at 1 to 50 persons) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas.</p> <p>Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.</p>
Laundry	<p>Self Service fluff and fold laundry equipment provided for residents. Irons and boards will be provided by Contractor.</p>
Life Safety	<p>1-5# ABC Fire extinguisher in all spaces at 1 per 500 sq. ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.</p>
Child Care/Special Needs	<p>One separate childcare area large enough to hold 40 children. Space should also provide changing areas. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11).</p> <p>One separate location within the childcare area for special needs children with disabilities that require a quiet place no smaller than 100 square feet.</p>
Moral, Welfare and Recreation	<p>Combined with Dining Hall or separate facility. Tables, chairs, two large TVs, recreational equipment, board and card games, and refreshments for 200 persons.</p>

	Public Wireless Internet to extent possible. Three workstations, 1 printer.
Medical Clinic	<p>Separate tent/facility. 13 beds with linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers with IV poles, 2 floor fans, medical waste can/bags, 12–110-volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11).</p> <p>One separate closed room for breastfeeding mothers which allows wheelchair access. No smaller than 9’5” W x 5’4” D x 7’3” H. HVAC Provided in all structures.</p> <p>One separate quiet area for behavior health counseling. HVAC Provided in all structures.</p>
Administration	<p>Separate administrative area for Shelter management. Resident check-in, resource ordering, central security, and command element.</p> <p>1 copier, 1 fax, folding tables, chairs, and administrative office supplies.</p> <p>Credentialing/badging system.</p>
Security	<p>Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard.</p> <p>May be contracted under the supervision of sworn law enforcement. 6’ temporary chain link fence if site is unsecured with gates.</p> <p>NOTE: This is SECURITY for the site and residents; and NOT detention of residents.</p>
Information Technology and Communication	<p>ISDN, DSL or satellite data access for the administration of Shelter operations. Includes at least six (6) computer workstations, 1 printer, 1 document scanner, 16 POTS or VoIP telephone lines to support voice and fax, Shelter public address system</p> <p>Shelter two-way radio system with 30 radios.</p> <p>NOAA Weather Radio</p>
Infrastructure Support Services	<p>Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable wastewater treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6’ chain link fencing with posts, fire extinguishers.</p>
Ablution	<p>Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each Shelter.</p> <p>All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are</p>

	installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.

TYPE II

Component	Description
Site Capacity	1,000 Persons
Site Type	Fixed Existing Structures Shelter, Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.
Set-up Time	2 – 3 Days from time of arrival on scene
Square Footage Requirements	Up to 27 acres (15 acres-shelter; 12 acres-parking)
Site Prep	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.
Parking Area(s):	Lot shall be well marked and lighted. One-way designated traffic routes will be established and well-marked. Separate areas will be designated for large apparatus and trucks.
Shelter Management	Shelter Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager
Shelter Construction, Engineering, and Operations	Chief of Operations Logistics Officer Project Managers Shelter Managers Safety Personnel Shelter Administration Site Operations Surveyor Engineer Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billing Coordinators Sous Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operator Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)

Billeting	<p>1,000 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11). All heating, cooking, and water heating equipment shall be installed in accordance with State and local ordinances, codes, and regulations governing such installations.</p> <p>Each student shall have access to their own individual locker that can accommodate a pad lock.</p> <p>Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. Linens, blankets and pillows will be provided as required and changed twice each week.</p>
Food Services	<p>1,150 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall.</p> <p>Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each shelter complies with US Public Health Service 2017 Food Code</p> <p>Three meals per day for clients, (2 hot). Four Meals per day for workers (3 hot or 2/2), Modified USFS Food Service Contract Specifications 1800 - 2200 calories per person per day. 24- Hour snack and beverage services.</p>
Showers	<p>Trailers/CONEX Self Contained, enclosed free standing (ratio of 1 shower head to 15 persons in accordance with ANSI 4.4)</p> <p>Specifications in accordance with USFS Shower Contract. Must protect from weather elements and be lighted</p>
Rest Rooms	<p>Trailers, self-contained, (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) ADA Compliant restrooms provided at 1 to 50 persons) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas.</p> <p>Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.</p>
Laundry	<p>Self-Service fluff and fold laundry equipment provided for residents. Irons and boards will be provided by Contractor.</p>
Life Safety	<p>1-5# ABC Fire extinguisher in all spaces at 1 per 500 sq. ft. ANSUL system OR 4-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.</p>
Child Care/Special Needs	<p>One separate childcare area large enough to hold 30 children. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11).</p> <p>One separate location within the childcare area for special needs children with disabilities that require a quiet place no smaller than 100 square feet.</p>
Moral, Welfare and Recreation	<p>Combined with Dining Hall. Tables, chairs, two TVs, board and card games, and refreshments for 150 persons.</p>

	Public Wireless Internet to extent possible. Two workstations, 1 printer.
Medical Clinic	<p>Separate tent/facility. 8 beds with linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers with IV poles, 2 floor fans, medical waste can/bags, 12–110-volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11).</p> <p>One separate closed room for breastfeeding mothers which allows wheelchair access. No smaller than 9'5" W x 5'4" D x 7'3" H. HVAC Provided in all structures.</p> <p>One separate quiet area for behavior health counseling. HVAC Provided in all structures.</p>
Administration	<p>Separate administrative area for Shelter management. Resident check-in, resource ordering, central security, and command element.</p> <p>1 copier, 1 fax, folding tables, chairs, and administrative office supplies.</p> <p>Credentialing/badging system.</p>
Security	<p>Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard.</p> <p>May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.</p> <p>NOTE: This is SECURITY for the site and residents; and NOT detention of residents.</p>
Information Technology and Communication	<p>ISDN, DSL or satellite data access for the administration of Shelter operations. Includes at least four (4) computer workstations, 1 printer, 1 document scanner, 12 POTS or VoIP telephone lines to support voice and fax, Two handheld megaphones</p> <p>Shelter two-way radio system with 20 radios. NOAA Weather Radio</p>
Infrastructure Support Services	<p>Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing with posts, fire extinguishers.</p>
Ablution	<p>Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each Shelter.</p> <p>All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.</p>

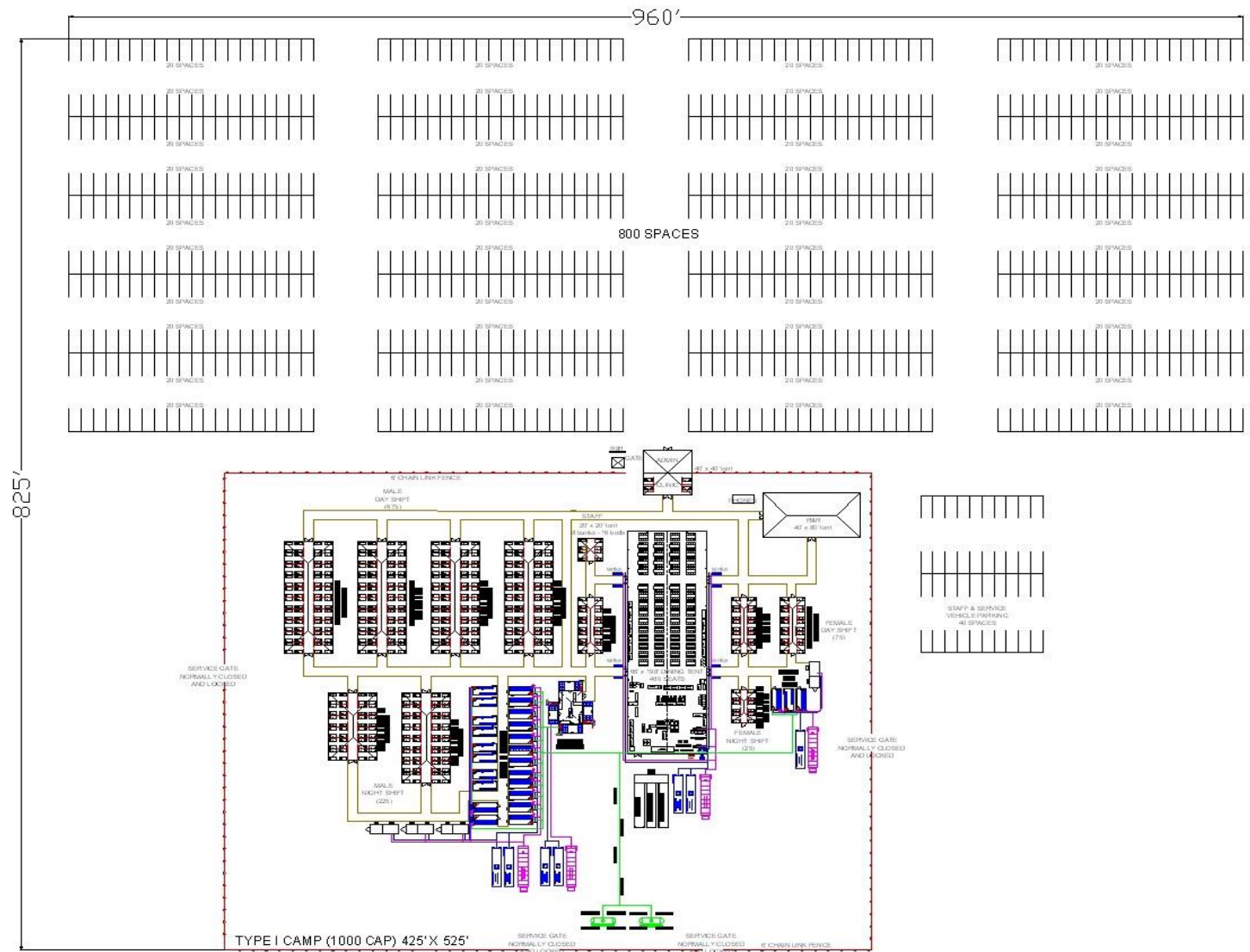


Figure 9: TYPICAL - TYPE II EMERGENCY SHELTER - 1000 PERSONS

TYPE III

Component	Description
Site Capacity	500 Persons
Site Type	Fixed Existing Structures Shelter, Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.
Set-up Time	1-2 Days from time of arrival on scene
Square Footage Requirements	Up to 14 acres (7 acres-shelter; 7 acres-parking)
Site Prep	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.
Parking Area(s):	Lot shall be well marked and lighted. One-way designated traffic routes will be established and well-marked. Separate areas will be designated for large apparatus and trucks.
Shelter Management	Shelter Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager
Shelter Construction, Engineering, and Operations	Small Management Team Operations Manager Truck Drivers Porters Sous Chef Cooks Licensed Plumber Licensed Electrician Administrative Support Billeting Coordinator Security (Contracted)
Billeting	1,000 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11). All heating, cooking, and water heating equipment shall be installed in accordance with State and local ordinances, codes, and regulations governing such installations. Each student shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. Linens, blankets and pillows will be provided as required and changed twice each week
Food Services	575 Persons per meal.

	<p>Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air-conditioned dining hall.</p> <p>Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each shelter complies with US Public Health Service 2017 Food Code Three meals per day for clients, (2 hot). Four Meals per day for workers (3 hot or 2/2), Modified USFS Food Service Contract Specifications 1800 - 2200 calories per person per day. 24- Hour snack and beverage services.</p>
Showers	<p>Trailers/CONEX Self Contained, enclosed free standing (ratio of 1 shower head to 15 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract. Must protect from weather elements and be lighted</p>
Rest Rooms	<p>Trailers, self-contained, (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) ADA Compliant restrooms provided at 1 to 50 persons) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas.</p> <p>Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.</p>
Laundry	<p>Self Service fluff and fold laundry equipment provided for residents. Irons and boards will be provided by Contractor</p>
Life Safety	<p>1-5# ABC Fire extinguisher in all trailers at 1 per 500 sq. ft. ANSUL system OR 3-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.</p>
Child Care/Special Needs	<p>One separate childcare area large enough to hold 20 children. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11).</p> <p>One separate location within the childcare area for special needs children with disabilities that require a quiet place no smaller than 100 square feet.</p>
Moral, Welfare and Recreation	<p>Combined with Dining Hall. Tables, chairs, two TVs, board and card games, and refreshments for 150 persons. Public Wireless Internet to extent possible. Two workstations, 1 printer.</p>
Medical Clinic	<p>Separate tent/facility. 5 beds with linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers with IV poles, 2 floor fans, medical waste can/bags, 12-110-volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency. HVAC Provided in all structures. If used during cold weather, adequate heating equipment shall be provided in accordance with OSHA 1910.142(b)(11).</p> <p>One separate closed room for breastfeeding mothers which allows wheelchair access. No smaller than 9'5" W x 5'4" D x 7'3" H. HVAC Provided in all structures.</p>

	One separate quiet area for behavior health counseling. HVAC Provided in all structures.
Administration	<p>Separate administrative area for Shelter management. Resident check-in, resource ordering, central security, and command element.</p> <p>1 copier, 1 fax, folding tables, chairs, and administrative office supplies. May be preinstalled in a trailer.</p> <p>Credentialing/badging system.</p>
Security	<p>Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard.</p> <p>May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.</p> <p>NOTE: This is SECURITY for the site and residents; and NOT detention of residents.</p>
Information Technology and Communication	<p>ISDN, DSL or satellite data access for the administration of Shelter operations. Includes at least four (4) computer workstations, 1 printer, 1 document scanner, 12 POTS or VoIP telephone lines to support voice and fax,</p> <p>Two handheld megaphones Shelter two-way radio system with 20 radios. NOAA Weather Radio</p>
Infrastructure Support Services	Multi-Fuel Truck, Potable water trucks/trailers, wastewater vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading dock(s), 6' chain link fencing with posts, fire extinguishers
Ablution	<p>Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each Shelter.</p> <p>All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.</p>

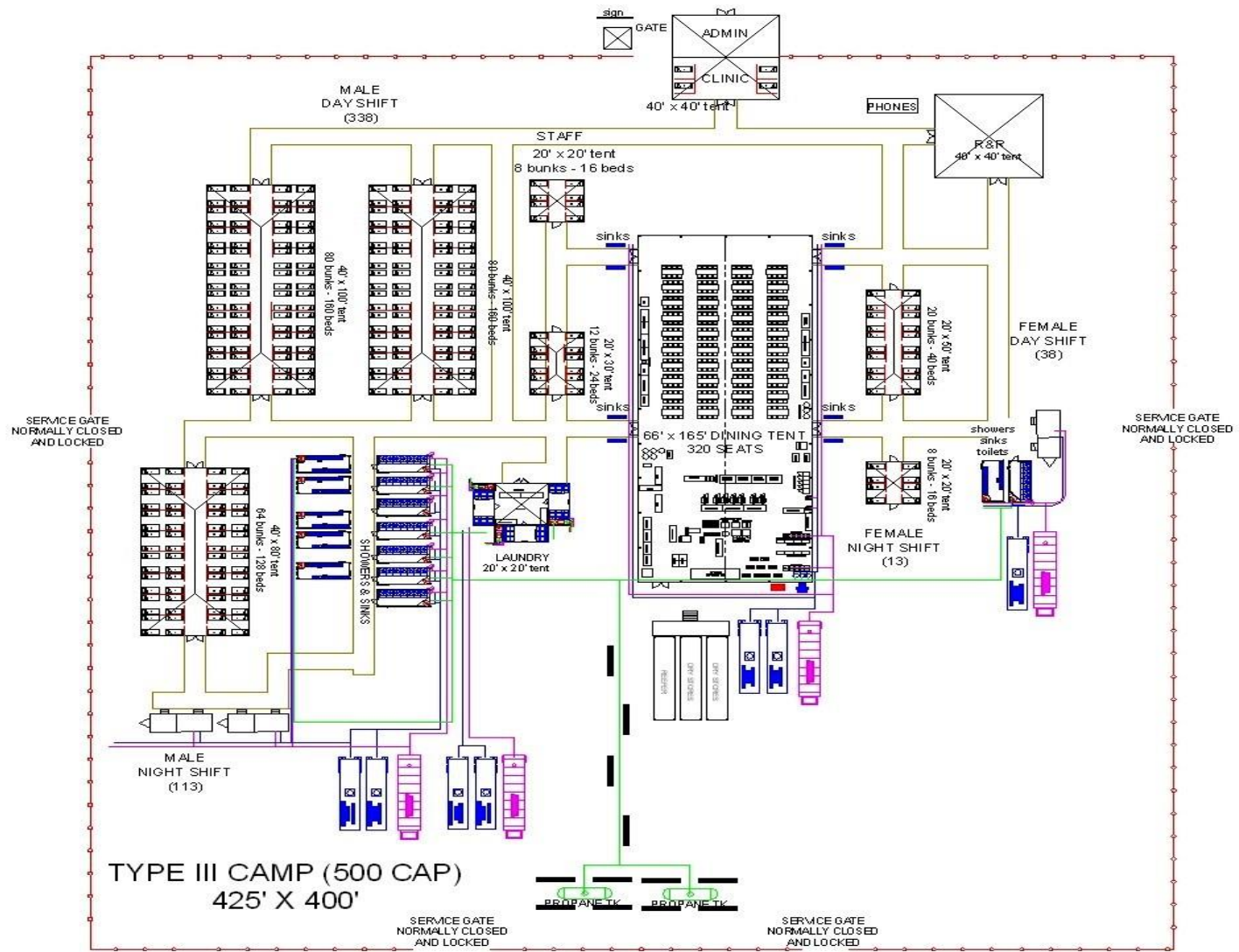


Figure 10: TYPICAL - TYPE III EMERGENCY SHELTER - 500 PERSONS

EMERGENCY SHELTERS:

Emergency Shelters are established as required in areas close in proximity to emergency impact areas. The purpose is to provide basic emergency shelter services for displaced persons in areas either where there are limited hotel/motel or other alternative resources. Commercial Contractors/vendors providing “turnkey” services will be considered the primary source of the establishment of Emergency Shelters.

The Contractor should have an ability to construct the Emergency Shelters and habilitate displaced populations with modified structures, tents or modular mobile units, provide air conditioning, heating, beds and/or cots, bedding, dining halls, kitchens, reefer trucks to haul food & ice and store, 3 meals a day (4 for workers), shower units, hand wash units, potable (drinking) water, water purification and manifold distribution systems, toilets, on-site manifold distribution of black and grey water and associated On- Site Sanitation Systems, laundry service, leveled hardwood floors, industrial generators, diesel 4000 watt light towers, utility vehicles, tooling and equipment for plumbing, electrical, instrumentation, and other consumables including kitchen utensils,. Contractor shall also provide operations centers, recreation facilities and communication services to include telephone and wireless internet connectivity. The Contractor shall keep all their assets mobile, staged with their own fleet of tractor-trailers, and shall be able to keep those assets available for rapid deployment if required by FAMU.

Detailed Scope of Work for a specific site, specifications, terms, and conditions must be negotiated between the University and Contractor.

OVERVIEW of Services provided at an Emergency Shelter includes

Staffing and Management:

- Shelter construction is considered turnkey, bare base, meaning that no on-site infrastructure is technically required to build the Shelter. Shelter construction, engineering and support services are all provided by one prime vendor, who may or may not in turn let sub-contracts for various items or services in the Shelter.
- Prime contractor provides all engineering and support staff.
- Overall, Shelter management is the responsibility of government at some level with the assignment.

Billeting/Shelter Type:

- First choice of accommodations is the conversion of a fixed facility/building to accommodate personnel. Such conversion includes installation of dividing walls, partitions or curtains in order to allow for some privacy.
- For larger operations hard-sided tents, long span structures or soft-sided tents or CONEX Systems can be used as billeting. Tent Shelters can take from 48-96 hours to set-up and must conform to normal wind loading of 45 MPH sustained, or 75 MPH in hurricane areas, based on previous events where storms crossing over the Shelter has done significant damage to these structures. Hard sided tents are preferred over soft sided. Tents must be fitted with floors and HVAC systems for climate-controlled living conditions.
- Food Services: Food services will be accomplished through contract catering. Three meals per day will be served in accordance with modifying current US Forest Service Catering Contracts to serve at least 1500 calories per person, per day. An approved 10-day rotation meal plan will be established. Food service facilities must meet all required public health code requirements to include a commercial grade (restaurant) NSF approved equipment, sealed floor, HVAC, bug screens and/or air curtain blowers, equipment and utensil sanitation, fire suppression, and hand wash stations in numbers appropriate for the size of Shelter.

Shelter catering must be able to feed at least 5-10% more persons above Shelter residents

Shower Accommodations:

- Shower trailers or CONEX systems will be brought in. These trailers/CONEX typically accommodate 6-10 persons at a time, include a changing room. Trailers have a high-capacity hot water heater, typically fueled by propane or diesel fuels. Shelter must be able to shower 10% more persons above Shelter residents.

Restroom Accommodations:

- Porta-potties will not be used unless no other resources were available, except in remote area such as parking and service areas. Restroom trailers or CONEX systems will conform to ANSI 4.4 regulations. Restroom trailers resemble a public restroom, are well lighted, have mirrors, sinks, toilets, and urinals. Versions are available both men and women. Shelter must be able to accommodate 10% more persons above Shelter residents.

Laundry Facilities and Services:

- Portable laundry trailers or CONEX systems, which are self-service.

Moral, Welfare and Recreation Facility:

- Between meal periods, the dining tent may be used as a recreation facility. Contractor will provide recreation items such as a Ping- Pong table, large screen TV, reading library, daily newspapers, board games, cards and other items to afford occupants a means to relax. Internet workstations shall be an option for personnel to check e-mail or document work related activities.

Administration:

- Personnel/add occupants check-in. Agencies sending emergency personnel to an Emergency Shelter will identify those personnel by name/agency to the Shelter Manager in advance of arrival or issue a separate credential. Shelter Managers in the Administration Unit will assign berthing space to individuals. Each person shall be issued a unique identity card indicating the level of services the person is entitled to at the Shelter.
- Three levels of check-in, and issuance of identity cards/credentialing are designated:

Resident – Full time sleeping, dining and full services

Meals and Showers Only – Typically for commercial trucking personnel who sleep in their trucks and only require food, shower and laundry support

Meals Only – Personnel who will only receive meals at the Shelter and reside and shower at other locations or at home unless unable to find adequate housing.

- Telecommunications
 - Public payphone trailers will be located within the billeting area, food service, recreation, and administrative areas to allow personnel to call family and friends
 - POTS or VoIP telephone lines and ISDN, DSL, Satellite, or fiber optic T-1 lines will be ordered to support the administrative office at the Emergency Shelter.
- Office space will be established to allow for the management of the site

Life Safety & Security will be mission tasked to law enforcement, fire, and EMS agencies to support Shelter operations.

A. Leased Equipment

- packages are to begin mobilization within 12 hours of order,
- provide on-site deployment and installation services for each piece of equipment if mission-tasked within 24 hours.
- product delivered shall be in good to excellent working condition.
- all equipment will be delivered "ready for use" to FAMU.
- any equipment arriving in an unprepped condition will not be included in the invoice billing period until the Contractor can demonstrate proper "run condition" of the unprepped equipment.
- If the delivered equipment does not meet the contract terms or in FAMU's opinion appears in a state of disrepair it shall be replaced with properly working equipment at the Contractor's expense. No invoicing shall occur for equipment not meeting the contract terms or mission requirements.
- reasonable wear and tear will be considered part of the lease payments to include scratches in paint, abrasion, wear and tear, and nonstructural or operational imperfections.
- all required safety features appropriate for the piece of equipment must be in place and in good working order.
- the rental price includes: (i) lease price, (ii) all administrative, reporting and overhead costs to include routine equipment maintenance, and (iii) profit.
- the rental price list does not include the cost of: (i) shipping to point of delivery; (ii) mobilizing equipment from point of use to the point of return/pick-up, and payable by FAMU.

B. Power Generators

- minimum one (1) week operation phase duration excluding mobilization and demobilization.
- three (3) days constitutes a week on equipment.
- seven (7) days constitutes a week on personnel.
- rental rates only – transportation rates from point of origin and/or point of delivery and/or point of use are not included.
- GPS units are required for each generator and charged per Attachment B, Price Proposal.

C. Maintenance and Repairs of Heavy Equipment (Tasks)

- contractor shall be able to provide fuel upon FAMU's request.
- tire replacement, if needed, will be arranged through the Contractor.
- the contractor shall provide an Operations and Maintenance Manual and maintenance schedule for each rental unit at the time of delivery.
- Maintenance and repairs are the responsibility and at the expense of the Contractor.
- downtime: Equipment which has failed shall be replaced within 6 hours after notification by FAMU unless otherwise agreed upon by FAMU. Failure to replace such equipment may be grounds for breach and termination of this contract for cause by FAMU. Loss of use/downtime shall be deducted from final billing.

D. Communications Equipment (Deliverables)

- satellite data shall be integrated with a Cradle point device to allow for automatic failover back to cellular once it is restored to allow for faster and more economical data use.
- cradle point unit shall be "FirstNet" capable and able to provide diversity between multiple communication carriers such as Verizon, ATT, etc.
- contractor shall provide a technician that can work with end user to integrate the equipment with their infrastructure.
- contractor will be responsible for all mobilization and demobilization of the above-mentioned assets.

E. Emergency Shelter Complexes

Contractor will maintain an ability to establish, support, and maintain full-service operations for Type I, II and III "Catastrophic Emergency Shelter Support Systems." The intent is for the Contractor to activate those resources immediately post event and become fully operational. Contractor will maintain resources and schedule routine inspections and maintenance on its equipment as required in order to maintain 24-hour readiness at all times. The Contractor must secure all equipment once the site is established. All Contractor personnel must always display their company photo ID while on the site.

FAMU will provide suitable locations to establish the complex at the time of mission tasking. FAMU will arrange for all property use agreements or necessary leases for site use. Not all sites may be "installation ready". As such, the Contractor must be prepared to provide optional, reasonable land clearing and/or installation of temporary crushed gravel base between 2-4" as required on a site. Note that all gravel MUST be removed upon demobilization of the site.

Mobilization and Demobilization- Based on need, the Contractor should have the ability to demobilize a portion of the Catastrophic Emergency Shelter that is not used. In the event a fully operational Catastrophic Emergency Shelter is completely cancelled before seven (7) days, the Contractor shall be paid for both mobilization and demobilization.

Actual Meals Consumed - In the event an order is cancelled enroute before any meals are served, the Contractor shall be paid for the number of meals ordered if they are able to provide documentation of costs or payments to subcontractors.

F. Deliverables

All necessary temporary structures shall accommodate for the following activities and services:

- sleep beds, linens, blankets, and pillows based on the type noted below, (Type I capacity- 2,500 persons; Type II capacity-1,000 persons or Type III capacity 500 persons). Provisions in both bedding and space allocations under ADA will be required.
- linens must be reusable and laundered or replaced twice each week.
- accommodations for the reasonable visual privacy of persons must be provided. Groups will be divided into single males and single females.
- Contractor will be required to provide all telecommunications capabilities to the office/administration complex
- cost recovery personal toiletry hygiene kits or bulk toiletry supply items for men and women to include as appropriate – toothbrush and toothpaste, razor and shave cream/gel, bar or shower gel soap, comb/brush, mouth wash/rinse, deodorant, shower towels to include – washcloth, hand towel, bath towel, either launderable or disposable items may be used.
- separate men's and woman's showers with hot/cold potable water may be either trailer, CONEX, skid, or field showers so long as they are enclosed and provide both modesty, protection from the weather elements and are either heated or cooled as required and are well lit.
- mobile restrooms must be lighted climate-controlled restrooms provided for persons
- food services to be provided shall include three (3) meals per day for displaced persons and one (1) midnight meal per day for staff working the facility. Of the three (3) meals per day, at least two (2) must be hot prepared meals. The third meal may be cold prepared or self-serve buffet-style.

- all hot meals and box lunches must conform to present USDA USFS 14-day rotation meal plans and all present contract requirements of nutrition, quantities, food types, calorie counts, and means of service.
- menus will be reasonably tailored to the ethnic and dietary (non-medical) requirements of the camp population, to include low-sodium and vegan meal options. Kosher will not be required as a rule. Should Kosher be required at a specific location, it is acknowledged that additional special arrangements must be made which may result in additional charges.
- meals must be well-balanced, nutritious, appealing and use a minimum amount of processed (canned, instant) items.
- fresh items to include fruit and/or salads are to be offered with each meal.
- hot meals may be either staff served, buffet style, or individually boxed dependent on circumstances of a specific disaster or event. Box lunches must conform to USFS specifications.
- Self service laundry facilities will be provided. Dry cleaning will not be required.
- potable water, wastewater, electric power and waste management: At Site #1, FAMU will provide ready access to potable water for the specific site. A single high-pressure manifold will be provided with at least two 2" locking threaded ball gate valves provided. Contractor will be required to extend all necessary water lines from the access point to its equipment and provide a backflow protector at the gate valves.
- wastewater (grey and black) disposal is not available at Site #1, and must be addressed, collected and removed by the Contractor.
- power and lighting are available in the billeting structure, but there is no additional power available on site to support mobile equipment. The Contractor is responsible for providing all necessary mobile power, exterior lighting, and fuels to support its equipment.
- Contractor will be responsible for contracting trash removal. Wet-proof dumpsters will be used to collect all food scraps and debris. Dumpsters are always to remain in the closed position when trash is not being disposed of.
- appropriate vector control will be provided by the Contractor.
- Contractor will be responsible for providing all non-sworn security personnel on-site for purposes of patrol, maintaining order, access control, and coordinating with sworn law enforcement on security issues. The Contractor may, if desired, independently contract directly with off-duty law enforcement personnel for all or part of these services. FAMU will arrange for the provision of only essential sworn law enforcement personnel of one per shift.
- Contractor must secure all equipment once the site is established.
- contract personnel must always display their company photo ID while on the site.
- Contractor will be required to provide photo ID for each resident at the shelter as they register on-site.
- Contractor will check ID during meal periods.
- Contractor will provide daily electronic reporting to FAMU's Logistics Section on the following (at a minimum):
 - resident check-in and check-out history. Documentation must include.
 - First and Last name (legible) with signature
 - resident meal documentation (all meals served). Documentation must include. First and Last name (legible) with signature. Situation report reflecting operations to date, critical issues, concerns, unresolved issues with corrective action steps and dates.
 - Staff counts on site and in support of operations.

Billing and Charges:

All invoices must be itemized and include all supporting documentation, to include:

- persons housed for the duration of the camp. These are new registrations and not repeat counts.
- daily meal count served to both residents and workers.
- situation report reflecting operations to date, critical issues, concerns, unresolved issues with corrective action steps and dates.
- staff counts on site and in support of operations.

G. SANPACs (Sanitation Packages)

FAMU will provide electronic notification to move or demobilize equipment. The Contractor will have 24 hours to move or demobilize equipment from the site/service location. Contractor will provide daily electronic updates for all sites that require servicing. Updates should include ship-to location, mission number, service begin date, service update and service end date (if applicable) for all locations. Contractor must service portable toilets and dumpsters.

Additional Financial Consequences

If FAMU determines that the servicing of portable toilets and/or dumpsters at a specific site does not meet the requirements set forth in the S O W, FAMU will notify the Contractor in writing of the deficiency to be corrected, which correction shall be made within a timeframe specified by FAMU. The Contractor shall, within the time specified in the contractual documents after notice from FAMU, provide by FAMU with a written corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to FAMU, the Contractor will be assessed an additional non-performance retainage equivalent to 30% for the individual service site/location. The retainage will be applied to the invoice for the service site/location. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may bill FAMU for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the final invoice period.

If FAMU determines that the servicing of portable toilets and/or dumpsters at a specific site does not meet the requirements set forth in section A and B and if the Contractor is unable to resolve the deficiency, a separate Contractor will be utilized and the Primary Contractor will be responsible for the cost to FAMU to remedy the deficiency.

H. Typed Support Packages (LSA, POD, Cooling, Mobile Disaster Recovery Center (DRC), Mobile Kitchen, Warehouse and site preparation)

Support Packages are to begin mobilization within 12 hours of order. Equipment within a Support Package will be delivered "ready for use" to by FAMU. Any equipment arriving in an unprepped condition will not be included in the invoice billing period until the Contractor can demonstrate it is ready for operation.

Not all sites may be "installation ready". As such, the Contractor should be prepared to provide optional reasonable land clearing and/or installation of temporary crushed gravel base between 2-4" as required on a site. Note that all gravel must be removed upon demobilization of the site.

In some instances, the Contractor should be prepared to install optional temporary chain link fence with all necessary access gates. Fencing also must be removed upon demobilization of the site. The

Contractor will partially demobilize sites or assets based on mission requirements. FAMU will notify in writing, 72 hours prior to the need to demobilize or cancel services.

Final maintenance on all equipment will be included in the Contractor's equipment lease quote. Maintenance and decontamination pricing will be line itemized on the Contractor's quote and final invoice.

Upon demobilization the Contractor shall confirm and document completion of all missions and perform routine and final inspections of all equipment and submit final cost accounting.

The Contractor will provide the following types of specialized personnel when requested:

- specialists in emergency generating and electrical ground power and distribution systems.
- specialists in emergency pumping, flood fighting and hydrology.
- specialists in selecting and establishing emergency sites to include site prep, grading, soil evaluation and engineering, flood management, lying of both above and belowground emergency utilities.

Prime Power, Pumps Material Handling Equipment and Heavy Equipment These resources are priced for single units also located in Typed Response Packages above. Resources will be requested on a mission-specific basis as needed. The tasks, deliverables and financial consequences found in Typed Response Packages apply to these resources.

I. Personnel

On occasion, staff augmentation is required for specific disaster response functions. Personnel will be requested on a mission-specific basis as needed. Where national standards apply to a position, the contracted personnel should possess the proper certification(s) and/or credential(s). *(Refer to tables and to the Scope of Work – Tables and Figures for specifications and requirements)*. Price Proposal for additional information regarding personnel types and specifications. Travel time, travel costs, lodging costs, and per diems shall be included in personnel hourly work rates.

J. Supplies Mass Care

Resources will be requested on a mission-specific basis as needed. *Refer to Exhibit 1 to the Scope of Work – Tables and Figures for specifications and requirements.*

Functional Needs Support Services Product Specifications Accessible Shelter Folding

Cot to Include:

- Black or Dark Green Ballistic 1680d nylon fabric (or equivalent) with Cordura® water repellent coated DWR cot fabric, folded and riveted to frame.
- 1" Mattress pad
- 18"H x 35" W x 81" L
- Weight Capacity: 400lbs
- Cot weight maximum: 35lbs Bedding Kit to include:
 - 1 each - 74" x 63" +/-, Poly/Wool Blend Blanket
 - 1 set - 54" x 90", T-180 Percale, 50/50 Cotton/Poly Blend Flat Cot Sheets
 - 1 each - Cotton full size (standard) Pillowcase (Must match pillow #4 below) Components packed in a nylon mesh laundry bag

Cot Mattress Cover:

- Vinyl Plastic, Elastic Edge (Fitted), Waterproof, Disposable Pillow:

- Hypoallergenic, Standard Size 20" x 28", 300 Thread Count Towels:
- Disposable, 24" x 50" Disposable Paper Woven Towels

Adult Hygiene "Comfort" Uni Sex Kit to include:

- 1 each – Comb (Plastic)
- 1 each - Shampoo, 3 oz.
- 1 each – Soap (Bar or Liquid Body Wash)
- 1 each - Wash Cloth (Cotton) • 1 each – Razor (Disposable)
- 1 each - Shave Gel, 3 oz.
- 1 each - Lotion, 3 oz.
- 1 each - Toothbrush, (Adult, Medium)
- 1 each - Toothpaste, 3 oz.
- 1 each - Tissue Packet
- 1 each - Draw String Poly Bag NO AGENCY LOGO – GRAPHICS TO BE "ADULT HYGIENE KIT"

Children's Hygiene "Comfort" Uni Sex Kit to include:

- 1 each - Toothbrush
- 1 each – Toothpaste, 3 oz.
- 1 each – Soap (Bar or Liquid Body Wash)
- 1 each - Shampoo, 3 oz.
- 1 each – Comb (Plastic)
- 1 each – Washcloth (Cotton)
- Crayons and Coloring Book
- Pencil and Sharpener
- 1 each - Draw String Poly Bag NO AGENCY LOGO – GRAPHICS TO BE "ADULT HYGIENE KIT"

Pre-Moistened Body Wash Towels (8/pack):

- 8 Heavy Duty Cloths per Package
- Case shall include 44 packages per case

Clean – Up Kit to include:

- 1 each - 14 Quart Utility Bucket with bail and pour spout
- each - 55 Gallon Trash Bags (1.2 – 1.6 MIL)
- 1 Pair of Nitrile Gloves
- 1 each – 1Qt Bottles of Chlorine Bleach
- 1 each – Sponge (APX 5"x8"x1")
- 1 each – 8" Scrub Brush
- 2 each - Telescoping Handles for mop and broom
- 1 each - Large Mop Head
- 1 each - Broom Head
- 1 each - 18" Garage Broom
- 1 each - 19" Squeegee

K. Vehicles and Transportation

Contractor must provide upon request by FAMU, authorized company personnel at the main campus in, Tallahassee, FL, or other point designated, as well as at multiple Staging Areas (truck staging, airport, seaport or rail head) to be designated at the time of the event.

Personnel at each location shall be responsible for the oversight and management of the transportation mission as tasked to include real-time documentation, real-time asset tracking reports, participation in logistics planning meetings, dispatch services, driver relations and other representation. Contractor will provide real time or near real time asset visibility on all loads upon request.

The contractor shall report on the status of performance under delivery orders to FAMU. Reports shall include the following information: contract number, purchase order number, date of issue, quantity of products ordered, required delivery or performance dates, names and addresses of products suppliers, quantity of products to be provided from each supplier, names and addresses of transportation companies, carrier names and identification number for each method of transportation that will transport products from suppliers to specified delivery sites, airports and seaports, quantity of products being transported by each truck, airplane, and ship; details of each truckload to include drivers name, cell phone number, truck number, trailer number, and satellite tracking transponder number, estimated and actual dates and times of all deliveries, total quantity delivered, and any other information required by the customer.

Day Calculations, Timely Delivery and Start of Service

A day is calculated on a 24-hour basis, starting at 12:00 AM and ending at 11:59 PM local time at the destination site. The calculation begins when the delivery truck departs from the loading dock where it picked up the products and ends when the products are offloaded, and the drivers are released by the responsible party representative at the final destination. Deliveries and starts of service will be considered timely if made at the specified delivery site within 2 hours before or after the time specified for delivery in the delivery order.

Late Deliveries and Starts of Service

In the event of delivery or start of service after the time period specified for timely delivery, FAMU, at its sole discretion, may allow such a delivery or start of service.

Communication with Ground Transportation Assets

Contractor must always have the ability to track and communicate with truck drivers regardless of disaster situations. As a minimum, all truck drivers shall have cellular telephone or other voice or data communication equipment sufficient to enable the Contractor immediate contact with the driver at all times during transport.

Movement Coordination Center (MCC) Requirements

FAMU or their designee will coordinate movement of all transportation assets and their cargo into disaster locations. The Contractor is required, in concert with the Contracting Officer's Representative (COR), to perform advanced coordination with the MCC for all shipments into disaster locations.

The MCC will either approve schedules for such shipments or provide alternate shipment delivery times/dates as well as different delivery locations, such as airports and seaports, in the disaster locations. Any change made by the MCC that delays shipments will be taken into consideration by the Contracting Officer when determining whether the Contractor has complied with the delivery time requirements for affected delivery orders.

Additional Ground Mileage

It is anticipated that deliveries may be required to locations in addition to the delivery sites specified in delivery orders for deliveries within the disaster areas, and in addition to the airport, seaport or rail head delivery sites specified. Additional or alternate delivery sites will be identified in delivery

orders for initial deliveries to airport and seaport delivery sites, if known at the time of issuance. Additional ground mileage for deliveries to any additional delivery sites will be paid for only based on the mileage traveled between the original delivery site and the additional delivery sites.

The price per mile shall be paid for each truckload of at least a half truckload, if delivery is by other than a standard truckload. The price per mile shall be paid for each truckload of at least a half truckload, if delivery is by other than a standard truckload. No per diem or other costs will be paid separately for additional ground mileage. Time spent by the Contractor performing additional ground mileage is not included in standby time.

Standby Time Documentation

The Contractor shall document its entitlement to standby time by having its delivery personnel register arrival and departure with FAMU's on-site representative.

These records will be used to determine the amount of standby time. The amount, if any, to be paid will be determined by rounding the elapsed time to the nearest hour. Delays in unloading caused by the Contractor are not included in standby time.

Dry and Refrigerated Storage Trailers

When specified in a delivery order, the Contractor shall provide dry or refrigerated storage trailers at sites designated by the delivery order. This requirement will be ordered as a daily rate, with a minimum of 5 days per order. The Contracting Officer will notify the Contractor at least 24 hours in advance of required pick-up date and time.

Documentation of Dry and Refrigerated Storage Trailers

The Contractor shall ensure that documentation of delivery and pick-up of each dry storage trailer is properly presented to FAMU and that FAMU acknowledgement is obtained. The Contractor shall be responsible for ensuring that every delivery and pick-up of dry storage trailers has all required documentation.

Delivery and pick-up shall be considered made when the Contractor has obtained acknowledgement of the date and time of the arrival or departure at the delivery site by the on-site FAMU representative.

Payment for Dry and Refrigerated Storage Trailers

The Contractor shall be paid for each day, or portion of a day, of dry or refrigerated storage trailer usage in accordance with the pricing that is in effect at the time of issuance of each delivery order. One day will be 24 continuous hours beginning at the date and time of the Start of Service. The number of days/quantities will be determined for the period between the start of service (date in and time in), and the required pick-up date and time, or the end of service (date out and time out), whichever occurs first.

Invoices submitted for payment shall include copies of supporting documentation that authenticate the number of days of dry storage trailer usage for which payment is being requested.

Drayage

When specified in a delivery order, the Contractor shall provide tractor power units, with fifth wheel, and drivers for 24 hours of service. The tractors and drivers shall move dry storage trailers as directed by the Contracting Officer. Service shall be on a 7-day per week and 24-hour per day basis.

Documentation of Drayage

The Contractor shall assure that the start of service and end of service for drayage is properly presented to FAMU and that FAMU acknowledgement of every start of service and end of service is obtained. The Contractor shall be responsible for assuring that start of service and end of service has all required documentation. Start of service and end of service shall be considered made when

the Contractor has obtained acknowledgement of the date and time of the arrival or departure at the delivery site by the on-site FAMU representative.

Payment for Drayage

The Contractor shall be paid for each day, or portion of a day, of providing drayage in accordance with the pricing that is in effect at the time of issuance of each delivery order. Invoices submitted for payment shall include copies of all fully executed drayage information forms that support the number of days of providing drayage for which payment is being requested.

Emergency Fuel Shortages

In the event of a fuel shortage within an emergency area, FAMU may exercise its option with the Contractor to provide fuels at FAMU's expense under a separate emergency fuels contract. If so agreed upon and documented in writing by FAMU and Contractor, the Contractor shall deduct all fuel related charges from invoices submitted for those transportation assets provided such fuels. All taxes must be paid by the carrier (i.e., International Fuel Agreement Tax, Excise Tax). Such fuels may include #1 diesel, #2 diesel, unleaded 87% octane gasoline, aviation fuels, or propane. Each driver shall be required to sign for fuels at designated locations established by FAMU under FAMU's terms and conditions. These lists will be cross checked against all invoices submitted for payment by FAMU. These refueling services may only be extended in certain areas where fuel shortages exist, and not include the entire affected areas.

Reimbursement.

At no time shall FAMU be responsible for any form of fuel reimbursement to a Contractor, sub-contractor, owner-operator, corporate fleet operator or any other entity when commercial fuels are available. FAMU also does not guarantee refueling of tractors or refrigerated trailers in the field, outside of established Staging Areas or other official designated emergency refueling points, unless prior arrangements are made at the time of the event between FAMU and the Contractor.

Refrigerated Trailers

FAMU shall provide #1 diesel fuel at FAMU's expense, at established Staging or Mobilization Areas only for refrigerated trailers remaining on site for more than 12 hours. FAMU will not guarantee refueling of tractors or refrigerated trailers in the field, outside of established Staging Areas, unless prior arrangements are made at the time of the event between FAMU and the Contractor.

Leased Refrigerated Trailers

When FAMU leases refrigerated trailers only, FAMU shall be responsible only for refueling services of such trailers. However, FAMU may request fueling services from the Contractor as necessary. Maintenance issues remain the responsibility of the Contractor with costs included in the contract terms. The Contractor shall be responsible for repairing or replacing defective or non-functioning refrigerated trailer in the field within 12 hours of notification by FAMU.

Fuel Surcharge

A fuel surcharge may be applied by the Contractor when the cost of fuel exceeds a negotiated trigger point. When determining whether a surcharge will be acceptable, the Contractor will use the average on-highway (No. 2 low sulfur) diesel fuel price obtained from the US Energy Information Administration's weekly gasoline and diesel fuel report for the Lower Atlantic Region. The weekly report to be used will contain the date which the delivery order is issued to the Contractor. For disasters events lasting longer than 30 days, the customer may authorize a recalculation of the surcharge, under a separate purchase order. When the cost of No. 2 low sulfur diesel fuel, as measured above, exceeds the negotiated trigger point, the Contractor may apply a fuel surcharge as calculated by the following method.

The total distance for the route will be calculated using the shortest routing method. The total mileage is then divided by the average MPG for the trucks hauling the freight to determine number of gallons used. The trigger point (base rate) is subtracted from the average fuel cost within the appropriate delivery region as indicated above, to determine the cost in excess of trigger. The number of gallons used is then multiplied by the cost in excess of trigger to determine the fuel surcharge rate for a specific load.

FAMU provided support services

In the event of an emergency and local support services are not available within 50 miles of the Staging Area work location, or FAMU determines it is in the best interest of the relief operation to do so; FAMU may exercise its options to establish separate contractual services for food services, showers and restrooms. These services will then be extended to truck drivers working from this location. Truck drivers will be expected to sleep in their sleeper units.

If services are so provided, the Contractor shall deduct any per-diem charges related to those drivers provided such services from invoices submitted. No guarantee can be extended by FAMU that such services will also be provided for drivers by county or municipal governments. As such, every driver must be prepared to support themselves on-site for a minimum of 5 days to include food, water and sanitation services.

Safety and Health Program

The Contractor is required to develop, implement, and maintain a safety and health program covering all activities under this contract that complies with Occupational Safety and Health Administration (OSHA) standards.

L. Environmental Control

These resources are priced for single units also located in Typed Response Packages above. Resources will be requested on a mission-specific basis as needed. The tasks, deliverables and financial consequences found in Typed Response Packages apply to these resources.

M. Temporary Structures - Individual

Temporary Structures are to begin mobilization within 12 hours of order. Temporary Structures shall be in good to excellent working condition. All Temporary Structures will be delivered "ready for use" to FAMU. Any equipment arriving in an unprepped condition will NOT be included in the invoice billing period until the Contractor can demonstrate it is ready for operation.

The Contractor shall make available to FAMU an Operations and Maintenance Manual and maintenance schedule for each rental unit at the time of delivery upon request. Final maintenance on all Temporary Structures will be line itemized, included in the lease by the Contractor, and agreed to by FAMU. Maintenance and decontamination will be conducted by or contracted for by the Contractor. Prices for these services will be quoted on the front end of a quote request and line itemized on the final invoice.

Tire replacement, if needed, will be arranged through the Contractor. Upon demobilization the Contractor shall:

- confirm and document completion of all missions.
- perform routine and final inspections of all equipment and submit final cost accounting.

N. Support Equipment

These resources are priced for single units also located in Typed Response Packages above. Resources will be requested on a mission-specific basis as needed. The tasks, deliverables and financial consequences found in Typed Response Packages apply to these resources.

O. Tarps

These resources are priced for single units also located in Typed Response Packages above. Resources will be requested on a mission-specific basis as needed. The tasks, deliverables and financial consequences found in Typed Response Packages apply to these resources.

P. Shelf-Stable Meals

Shelf stable meals for will be used for emergency mass distribution. Meal Kit packages must include single use, self-heating, nationally accepted methods. A three-meal, per person, per day package is offered consisting during mass distribution which consists of a breakfast, lunch, and dinner in one single waterproof package. These single “one-day per person” meal packages may be either bulk packed, or in cases not less than 24 per master case. This facilitates the ease of mass distribution to the general public. In emergency events, it is not practical to open small cases of either same, or variety meals for distribution to the public due to time and staffing constraints.

FAMU is not soliciting military Meals-Ready-To Eat (MREs). MREs are not well suited for general public consumption due to high levels of sodium, calories, and proteins. Proposals of military MREs will not be considered.

General Product Specifications (Deliverables)

- Each meal contains a minimum of 1,020 calories.
- Each case of 12 meals must contain six different menu varieties.
- Each meal to include a minimum of an entree; a side item; dessert; snack; an accessory packet; and flameless ration heater (frh). Must be self-heating through one of several nationally acceptable non-toxic, single use methods. Individual full meal, nutritionally balanced/ self-heated non-perishable packaged.
- Specifications based on a pack ready meal or equal commercial product.
- Meals must be individually packaged and nutritionally balanced.
- Freeze dried meals are not acceptable.
- Meals must have a minimum shelf life of three years.
- Meals must have the expiration/ best by date printed on case.

Nutritional Considerations (Deliverables):

- All meals must be nutritionally balanced.
- Senior/Child meals must have lower sodium content than regular adult meals.
- Belief-Based Diets
- Meals should also include options for Halal. Meals should be certified Halal and meet Islamic Halal standards established by the Islamic Food and Nutrition Council of America (IFANCA).
- Meals should also include options for Kosher which are prepared under rabbinical supervision.

Packaging (Deliverables):

- Meal Kit Packaging must be durable and waterproof.
- Meal kits shall be packed into either master cases not less than 24 kits per case or bulk packed. All cases or bulk packaging must be durable, water resistant and be enclosed on all six sides. Each case or bulk pack shall be clearly marked with:
- Sub and sub-packaging quantity (e.g., 96 each, 3-meal Adult Shelf Stable Meal Kits).

- Stock and lot numbers
- Date of manufacture
- Expiration date

Master Packaging and palletizing:

- Cases, boxes or master packs must be packed on a standard 3'x4' or 4'x4' wooden or plastic pallet
- Pallets will not be stacked more than 5'6" high to include the pallet
- All pallets shall be wrapped at least three times with standard pallet shrink-wrap.
- All pallets shall be clearly marked with a placard indicating what the pallet contains (e.g., ADULT or SENIOR ADULT/CHILD MEALS).
- Pallets shall contain only one (1) master type (e.g., adult or senior adult/child), although variations in meal types within the master type is required.

Q. Contractor Errors or Quality Problems

Products returned/exchanged due to quality problems, duplicated shipments, outdated product, incorrect product shipped, or Contractor errors otherwise not specified, shall be replaced with specified products or FAMU shall be credited/refunded for the full purchase price.

Products returned/exchanged due to Contractor errors or quality problems as identified above shall be picked up by the Contractor. No restocking fee is allowed.

R. FAMU Errors

Products returned/exchanged due to FAMU errors shall be replaced with specified products or FAMU shall be credited/refunded for the full purchase price. Delivery for a replacement product shall be the same as stated in Purchase Order.

Returned products shall be picked up by the Contractor at the time of delivery of the replacement product, or within ten (10) calendar days of receipt of written notification by the Contractor if a credit/refund is to be issued.

There shall be no restocking fee if returned products are suitable for resale.

Contractor may charge a restocking fee not to exceed the net price of a returned product if not suitable for resale.

S. Invoicing and Closeout

Supporting Documentation

In accordance with subsection 287.058(1)(a), F.S., the Contractor will provide the Contract Manager invoices in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor shall submit monthly invoices in a timely manner (within 30 days following month end) with full and complete supporting documentation for all costs, based on mission number and task in accordance with FAMU Accounts payable procedures This includes but is not limited to location of services, meal counts, sign in sheets, and BOLs as applicable.

Supporting documentation should be organized in the order it is listed on the invoice, preferably by week. Personnel should be grouped by location or function and listed alphabetically by last name for each day invoiced. Travel hours should be invoiced separately and clearly indicated as mobilization or demobilization.

To be payable invoices must:

- Include, at a minimum: Vendor name, invoice number, invoice date, Contract Number (or Purchase Order number), mission number, invoice period, remit address, current invoice amount, and a certifying signature.
 - Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P. O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Florida Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain applicable interest rate, contact the University's Accounting department at (850) 561-2978. Payment to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors, who may be experiencing problems in obtaining timely payment(s) from a state agency is available by calling the University Controller Office at (850) 561-2978. Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.
- Invoices must be accepted and approved by FAMU before payment is initiated.
- FAMU may permit the Contractor to submit invoices on a weekly basis for long-duration disaster events so long as all required supporting documentation is included, the asset has been demobilized, and FAMU provides authorization to the Contractor in writing. Final approval of weekly invoices will be on an event-by-event basis.

T. Subcontractors

Awarded Contractors under this solicitation are hereby obligated to pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or to notify FAMU and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- The date of mailing of any payment by U.S. Mail is deemed to be payment to the address. These provisions apply to each sub-tier Contractor performing under the primary contact.
- A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of FAMU.
- Contractor will be responsible for all hiring, background checks, qualifications, salary, taxes and benefits for all locally hired personnel.

Travel, Lodging, and Per Diem

Contractor's rates shall be inclusive of travel, lodging and per diem in accordance with FL. Statutes.

U. Request for Quotes during an Emergency

Contractors may be asked to submit quotes for contracted goods and/or services during an emergency activation at the request of FAMU. Cost proposals should be equal to or lower than the contracted pricing on Attachment B, Price Proposal. Contractors must submit official cost proposals and may submit supporting documentation at the Contractor's discretion. Contractors must submit cost proposals to FAMU's requestor by email and prior to any deadline set by FAMU's requestor.

Cost proposals submitted after a deadline has expired may not be accepted by FAMU. Contractors that cannot fulfill a cost proposal request should respond to the requestor by email with a justification and prior to FAMU's requested deadline.

Note: at this time, Contractors may include a separate line item for mobilization, demobilization and estimated fuel usage. All other quoted pricing must be all inclusive, including travel and per diem.

V. Financial Consequences

If FAMU determines that the performance of the Contractor is unsatisfactory, FAMU will notify the Contractor in writing of the deficiency to be corrected, which correction shall be made within a timeframe specified by FAMU. The Contractor shall, within the time specified in the contractual documents after notice from FAMU, provide FAMU with a written corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FAMU, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may bill FAMU for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained may be forfeited at the end of final invoice period.

Attachment A

Required Proposal Format

Introduction

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its proposal document. The contract, if any, resulting from this RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

FAMU EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent information that the Proposer wishes FAMU to take into consideration in reviewing the proposal. All Bid Responses must be submitted via the Bonfire website:

<https://famubonfire.com/portal/?tab=openOpportunities>

Proposal Sections

The Proposer shall organize its proposal into the following major sections.

SUBMITTALS- Bidders are required to submit the documentation listed below with their bid reply.

1. **Request Proposal Acknowledgment Form**, page 1, completed, executed and signed.
2. **Price Sheet** including acknowledgment of amendments issued by the University.
3. Copy of **required license and background information**
4. Copy of **required insurance**.
5. Each Proposer shall submit **evidence of qualifications**. Vendor must have been in business for a minimum of five (5) years. ***Florida A & M University reserves the right to contact these businesses, institutions, etc.***
6. Three (3) references; including name of company, contact person and phone number
7. Past contracts and proven performance with client accounts (preferably Universities) which are located in hurricane/sever weather prone areas of the United States
8. Staffing Matrix: Includes a chart of the company's organization and a description of the company structure and chain of ownership to the parent organization and any and all subsidiaries; List the total number of employees, including job titles and experience of individuals who will be part of the SOW for this contract; List of all locations which will service the University.
9. Technical qualifications: The vendor will provide technical specifications to completely identify their qualifications and how they address the specific items in the particular SOW.

Attachment B

Price Sheet

RESOURCE: FAMU - Catastrophic Emergency Shelter Support Systems					
CATEGORY:		Catastrophic Emergency Shelter Support Systems		KIND:	Facility System
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	
COMPONENT	METRIC				
Site Capacity	Capacity	2,500 Persons	1,000 Persons	500 Persons	
Site Type	Type	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Set-Up Time	Time	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Site Prep	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Parking Area(s)	Space	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Shelter Management	Personnel	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	

RESOURCE: FAMU - Catastrophic Emergency Shelter Support Systems

CATEGORY:		Catastrophic Emergency Shelter Support Systems		KIND:	Facility System
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	
COMPONENT	METRIC				
Site Capacity	Capacity	2,500 Persons	1,000 Persons	500 Persons	
Shelter construction, Engineering, and Operations	Contractor Personnel	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Billeting	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Medical Clinic	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Food Services	Service	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Rest Rooms	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Showers	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Toilet Facilities	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	

RESOURCE: FAMU - Catastrophic Emergency Shelter Support Systems

CATEGORY:		Catastrophic Emergency Shelter Support Systems		KIND:	Facility System
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	
COMPONENT	METRIC				
Site Capacity	Capacity	2,500 Persons	1,000 Persons	500 Persons	
Laundry	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Food Services	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Life Safety	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Moral, Welfare and recreation	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Administration	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Security	Services	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Information technology and communications	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	
Infrastructure Support Services	Equipment	Cost	Cost	Cost	
		\$ _____	\$ _____	\$ _____	

RESOURCE: FAMU - Catastrophic Emergency Shelter Support Systems					
CATEGORY:		Catastrophic Emergency Shelter Support Systems		KIND:	Facility System
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	
COMPONENT	METRIC				
Site Capacity	Capacity	2,500 Persons	1,000 Persons	500 Persons	
Ablution	Equipment	Cost \$ _____	Cost \$ _____	Cost \$ _____	
Commissary	Services	Cost \$ _____	Cost \$ _____	Cost \$ _____	
Childcare/Special Needs	Equipment	Cost \$ _____	Cost \$ _____	Cost \$ _____	
Vehicle Support, Maintenance and Refueling Area	Equipment and Space	Cost \$ _____	Cost \$ _____	Cost \$ _____	
ATM	Equipment	Cost \$ _____	Cost \$ _____	Cost \$ _____	
Postal and Express Services	Services	Cost \$ _____	Cost \$ _____	Cost \$ _____	

3.1

AMENDMENTS ISSUED BY THE UNIVERSITY

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. _____ Dated _____
YOUR INITIALS

COMPANY'S NAME

TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE
TO BIND THE COMPANY INTO A CONTRACT/PURCHASE
ORDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

Phone number Fax number

Email address

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name) (Title) (Name of Firm)

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

- 1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, bidder, or potential bidder.
- 2) Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices) in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
- 4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
- 5) _____, its affiliates, subsidiaries, officers, director, and employees
(NAME OF FIRM)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, on any public contract, except as follows:

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

_____ Signature	_____ Title	_____ Company
--------------------	----------------	------------------

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2021.

Signature of Notary

STATE OF _____

Print, Type or Stamp Commissioned Name of Notary Public

Personally known _____ OR Produced identification _____

Type of identification produced

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm or any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

- 1) Developing this Invitation to Bid; or,
- 2) Performing a feasibility study concerning the scope of work contained in this Invitation to Bid.

Signature

Company Name

Date

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the Invitation to Bid process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

_____	_____
_____	_____
_____	_____

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this____, day of _____, 2021.

Signature

Print Name and Title

Florida Department of State
Certificate of Status