

**FLORIDA INSTITUTE OF TECHNOLOGY**

**REQUEST FOR PROPOSAL**

**TITLE OF RFP**

Issued by Strategic Sourcing and Contracts

<Contracting Officer>

<phone>

<email>

Questions should be directed to:

<Contracting Officer>

Strategic Sourcing and Contracts

<phone> / <email>

Issue Date: <Date>

Due: <time> / <date due>

#### Please Deliver To:

#### Florida Tech Strategic Sourcing and Contracts

150 West University Blvd.

R.A. Work Building

Melbourne, FL 32901

Attention: <Contracting Officer> / <email>

**Please submit your completed bid in digital format1, with email subject to include the title of this bid.: <Title of Bid>**

1The University may request a hard copy of the bid at its discretion.

**NOTE: THIS PAGE IS TO BE COMPLETED ONLY IF YOUR COMPANY IS NOT**

**RESPONDING TO THIS BID**

**<TITLE OF BID>**

Please complete this form and return it to the Contracting Officer***,*** by e-mail to**: <email>** if you do not intend to submit a proposal.

Please select all reasons why your company has elected to not submit a proposal.

( ) The terms and conditions of the Request for Proposal were restrictive. Our objections are:

­­­­( ) We do not feel that we can be competitive.

( ) We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

( ) We do not furnish the items/services requested in the Request for Proposal.

( ) We did not have sufficient time to respond.

( ) We cannot meet the required delivery/time schedule.

( ) We did not have sufficient staffing at the time.

( ) We no longer wish to be considered for this or future solicitations, please remove us from your supplier list.

( ) Other:

PRINTED NAME DATE

SIGNATURE PHONE

COMPANY NAME EMAIL

### Strategic Sourcing and Contracts

150 W. University Blvd

Melbourne, FL 32901-6975

www.fit.edu

Phone: (321) 674-8155 Fax: (321) 674-7509

FLORIDA TECH

Melbourne, FL

Strategic Sourcing and Contracts

**<TITLE OF BID>**

Florida Tech is seeking a Contractor to provide <Title of Bid>. Florida Tech is soliciting bids from suppliers that are consistent with the requirements of the University, which including the prioritization of best pricing, service, warranty, maintenance, and overall program for the University.

Florida Tech’s mission is to provide high-quality education to a culturally diverse student body in order to prepare students for entering the global workforce, seeking higher-education opportunities and serving within their communities. The university also seeks to expand knowledge through basic and applied research and to serve the diverse economic, cultural and societal needs of our local, state, national and international constituencies.

Bids for <Title of Bid Contract> should be sent to Florida Tech Strategic Sourcing and Contracts, at the email address indicated below, before <Time> / <Due Date>. Bid package must be clearly noted on the email subject line: <TITLE OF BID> - RFP

Refer to: <RFP#: /Title of Bid>

Direct inquiries to: <Contracting Officer>

Strategic Sourcing and Contracts <Phone> / <email>

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(✓) Items Enclosed

✓ Section A Instructions & Information

✓ Section B  Terms & Conditions; Indemnity & Insurance Requirements

✓ Section C Scope of Work/Specifications & Conditions

(✓) Attachment 1 Questionnaire

(✓) Attachment 2 Certificate of Experience

(✓) Attachment 3 Solicitation Agreement

(✓) Attachment 4 Purchase Order General Terms and Conditions

(✓) Attachment 5 Construction General Conditions

(✓) Attachment 6 Master Services Agreement

(✓) Attachment 7 Building Inventory List

(✓) Attachment 8 Insurance Requirements for Vendors, Contractors, and

Service Providers

Additional Attachments (as required for Bid package)

**SECTION A**

**INSTRUCTIONS AND INFORMATION**

1. PURPOSE

The purpose of this solicitation is to contract for <Title of Bid> consistent with the requirements of Florida Tech.

1.1 Contract Type: <Enter the contract type desired, for example Fixed Price or Guarantee Max>

1.2 Return copy in digital format of this solicitation signed by an authorized officer of your company. Fill out the appropriate parts of this Solicitation and return by closing date.

2. DEFINITIONS

For the purpose of this contract the words “supplier” and “contractor” are synonymous.

For the purpose of this contract, the words “bidder” and “offeror” are synonymous.

2.1 Contracting Officer

No changes are authorized unless approved by the Contracting Officer. For the purpose of this contract, the Florida Tech Contracting Officer is:

<Buyer>

Strategic Sourcing and Contracts

<Phone> / <email>

2.2 Contract Administrator

For the purpose of this contract, the Florida Tech Contract Administrator who is responsible for verifying the technical aspects of contract compliance is:

<Dept. Rep>

<Department>

<phone> / <email>

2.3 Additional definitions may be included in Section C.

3. QUALIFICATIONS OF OFFERORS

Florida Tech reserves the right to require an offeror to submit such evidence of qualifications as it may deem necessary and consider any evidence available concerning the financial and other qualifications and abilities of an offeror. The offeror will have a minimum of **\_\_\_\_** years of established experience in working in the specific field and must be certified as applicable.

4. AWARD OF CONTRACT

The Florida Tech Contracting Officer reserves the right to reject any and all offers, to waive technical defects or any informality in offers if, in their judgment, the best interest of Florida Tech is served. Award is expected to be made to the offeror who best meet the requirements of Florida Tech considering best pricing, service, warranty, maintenance, and overall program for the University**.**

4.1 Contract Period <edit as necessary>

The contract period shall be for \_\_\_\_\_\_ from date of contract award.

4.2 Option to Extend Contract <edit as necessary>

The contract may be renewed for an additional period of time at the option of the Contracting Officer, if exercised sixty (60) days prior to expiration of the initial contract period. The Contractor must submit a written request no later than sixty (60) days before the end of the original contract for the extension contract.

4.3 Alumni Preference

When all things are equal between multiple proposals, a proposal submitted by a FL Tech Alumnus shall be preferred. To qualify, Alumnus must have earned a Florida Tech degree and be an officer or sole proprietor of the company submitting the bid.

4.4 Non-Compensation and Ownership of Proposals

Compensation will not be offered for time/effort/supplies used to draft any submitted bid. Proposals will become the property of Florida Tech and will not be returned.

4.5 Cooperatives/Consortiums and Nonprofit Contracts

As a member of various cooperative and consortium purchasing groups, Florida Tech is entitled to access contracts awarded by other universities, agencies, governments, and nonprofit entities. Offerors awarded these contracts are encouraged to submit their proposal while providing the name and contract number with their submittal. Florida Tech reserves the right to utilize such awarded contracts in lieu of Award of Contract through this RFP.

4.6 Negotiation

Florida Tech Strategic Sourcing and Contracts reserves the right to further negotiate prior to award of contract.

5. FAMILIARITY WITH WORK

It is the obligation of the offeror to ascertain all facts concerning requirements of the Project and to fully examine and be familiar with the plans, specifications, and other contract documents. The offeror shall consider fully these and all other matters which can in any way affect the work under this contract, make the necessary investigations relating thereto, and satisfy themself regarding the obligations in submitting the offer. Florida Tech assumes no responsibility in this regard.

The offeror must determine that they can secure the necessary labor and equipment, that the materials and equipment proposed that will comply with the requirements of the project and can be obtained in quantities and at the time required.

**SECTION B**

**TERMS & CONDITIONS**

**AND**

**INDEMNITY & INSURANCE REQUIREMENTS**

6. COMPLETE AGREEMENT

This contract and the signed purchase order express the complete agreement of all parties. Performances shall be governed solely by the terms and conditions contained herein. The parties intend to be legally bound hereby and further agree that all the terms hereof will be construed under the Jurisdiction and Laws of the State of Florida.

7. INDEPENDENT CONTRACTOR

All Contractor’s employees furnishing services to Florida Tech shall be deemed employees solely of the Contractor and shall not be deemed for any purpose whatsoever employees or agents of, acting for or on behalf of Florida Tech. The Contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representation, whether oral or written, made by the Contractor with respect to third parties shall be binding on Florida Tech.

8. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Contracting Officer.

9. SUBCONTRACTORS

Subcontractors will not be used without the written consent of the Contracting Officer. Approved subcontractors will meet all the requirements of this Contract, including meeting the minimum requirements of insurance as required by the general contractor. The subcontractor’s insurance policy should list Florida Institute of Technology as additional insured. A copy of the insurance must be on file in Florida Tech’s Risk and Compliance division in advance of work.

10. PRICES ALL INCLUSIVE

Prices will remain in effect through the term of this contract.

10.1 PAYMENT

Florida Tech is to pay 30 days after receipt of the invoice.

10.2 INVOICES <edit as necessary>

All invoices shall reference the purchase order number.

10.3 TAXES

Sales to Florida Tech are exempt from state sales tax. Tax certificates of exemption will be provided upon request.

11. EMPLOYEES AND EQUIPMENT

The Contractor certifies that the employees are qualified to operate the needed equipment. The employees and equipment must meet all legal and safety requirements and are appropriate for the performance of this Contract. Contractor is to furnish all materials, chemicals, equipment, and labor as applicable to complete the requirements of the Contract.

12. COLLUSION

The Contractor has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive offering in connection with this Contract; and that all statements contained in the offer are true and correct and are made with full knowledge that Florida Tech relies upon the truth of the statements contained in the offer in the awarding the Contract.

13. FORCE MAJEURE

Neither party will be liable for inadequate performance to the extent caused by a condition, for example, natural disasters “Acts of God,” or manmade disruptions occur, such as acts of terrorism, riots, strikes, wars, governmental order or law, declaration of a state of emergency or the occurrence of an epidemic, pandemic or other communicable diseases, or in the event other circumstances occur rendering fulfillment of this agreement impractical or impossible beyond the university’s control, then such nonperformance shall not be considered a breach of this Agreement.

14. HOLD HARMLESS AND INDEMNITY

Contractor/ Service Provider shall defend, indemnify and hold harmless Florida Institute of Technology and all of its officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/ Service Provider, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/ Service Provider recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to Florida Institute of Technology when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Florida Institute of Technology in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/ Service Provider of its liability and obligation to defend, hold harmless and indemnify Florida Institute of Technology as set forth in this article of the Agreement.

15. DISPUTES

Except as otherwise provided in this contract, any protest or dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the CFO of Florida Tech who shall communicate their decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the CFO shall be final and conclusive. All claims and disputes between Contractor/ Service Provider and Florida Tech arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the rules of the American Arbitration Association unless the parties mutually agree otherwise.

16. CHANGES

This Agreement shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this Agreement. No change that alters rates, costs, or affects services shall be made unless a signed Change Order is issued by Florida Tech’s Contracting Officer incorporating such change and agreeing to the rate change or revised service.

No requirement for extra or additional services shall be made unless such services have been authorized in advance in writing by Florida Tech’s Contracting Officer.

All modifications, schedule changes, or warranty issues must be communicated to Strategic Sourcing and Contracts.

17. PRESENCE ON FLORIDA TECH PROPERTY

Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon Florida Tech property shall obey the *rules and regulations* that are established by the University and shall comply with the reasonable directions of the University’s officers.

Contractor shall be responsible for the acts of its employees and agents while on Florida Tech property. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University’s premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of the University, any damage that it, or its employees or agents, may cause to the University’s premises or equipment; on Contractor’s failure to do so, the University may repair such damage and the Contractor shall reimburse the University for the cost of repair.

18. INSURANCE

The Contractor/Service Provider shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability, including Bodily Injury and Property Damage Liability, in an amount not less than $1,000,000 each occurrence and $2,000,000 general aggregate; Workers’ Compensation and Employer’s Liability Insurance for any entity with employees, workers’ compensation as required by Florida Law and Employer’s Liability Insurance in an amount not less than $1,000,000 bodily injury each accident; $1,000,000 disease policy limit, and $1,000,000 disease each employee or the statutory minimum requirement; whichever is less; Auto Liability in an amount not less than $1,000,000 each occurrence for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage.

Contractor/Service provider must name Florida Institute of Technology as a named additional insured and furnish Florida Institute of Technology with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the Contractor/ Service Provider as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Contractor/ Service Provider agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to Florida Institute of Technology, and that any other insurance, or self-insurance available to Florida Institute of Technology shall be considered secondary to, or in excess of, the insurance coverage(s) procured by The Contractor/ Service Provider as required herein.

19. COMPLIANCE WITH ALL LAWS

Contractors/ Service Providers and vendors utilized by the Contractor shall comply with all applicable federal, state and local laws, rules and regulations in providing goods and services under any agreement with the University. Vendor’s suppliers and subcontractors must further comply with all applicable university policies, procedures and ordinances when on university premises. Failure to comply will result in cancellation of the user’s event and agreement, removal from university property and forfeiture of Contractor’s deposit.

All safety requirements and Federal Occupational Safety and Health Act (OSHA) regulations are to be adhered to by all contractors, subcontractors and vendors while working on university property. During the performance of any agreement, all products, services, use of equipment, working conditions, employee training or licensing requirements and activities performed by the contractor or vendor shall be in full compliance with OSHA, and all other applicable federal, state and local laws, rules, regulations, and ordinances. The contractors and vendors will be held solely accountable for noncompliance with federal, state, local, and OSHA regulations.

20. PERFORMANCE/QUALIFICATIONS

The Contractor will ensure that all pertinent laws, regulations, permits, and license requirements are met. In the event any taxes are required, payment of such taxes is the responsibility of the Contractor.

21. INSPECTION

Authorized university personnel may enter and inspect any university facility for purposes of ensuring the health and safety of the occupants, to make needed repair/maintenance, or for any other official and lawful purpose. Advance notice will be given and coordinated with the Contractor whenever possible.

22. CONFIDENTIALITY

Information provided to the Contractor is the property of Florida Tech and will not be used for any purpose other than that specifically authorized in this Agreement without the written authority of the Contracting Officer. Please address any benefits that may accrue to Florida Tech if this authorization is sought. Information provided by the Contractor likewise will not be divulged to the Contractor’s competition by Florida Tech.

23. TERMINATION

Florida Tech may terminate this contract for neglect as determined by the Florida Tech Contracting Officer who shall consider such items as: insufficient insurance coverage or when quality of service is deemed unsatisfactory. This may include any cessation or diminution of service, change in ownership or proprietorship of the Contractor that in the opinion of the Florida Tech Contracting Officer is not in the best interest of Florida Tech or failure to comply with the terms of this contract.

Florida Tech shall provide written notice of non-compliance to Contractor. Non-compliance must be corrected within 30 days of receipt of notice. Florida Tech may terminate the contract by giving sixty (60) day notice in writing by registered or certified mail of its intention to cancel this contract.

24. SAFETY

The Contractor shall ensure that the employees are properly equipped with the appropriate safety equipment and that said equipment is used as required by Federal, State, and Local regulations and are in accordance with Florida Tech’s safety policies and procedures. Safety Data Sheets (SDS) for all materials being used shall be delivered to the Project Manager prior to initial use. Any changes or additional products that may be used must also have a SDS sheet delivered to the Project Manager prior to use. Right to Know Certification must be on file with Florida Tech.

**SECTION C**

**SCOPE OF WORK/SPECIFICATIONS/CONDITIONS**

(appropriate SOW/Specs for each individual RFP will be inserted below) Be sure to include Fees permit/impact, Working hours/times/quite times, Badging requirements, and other info specific to the project.

SCOPE OF WORK

Florida Tech is soliciting for …..

SPECIFICATIONS

CONDITIONS

SUBMISSION REQUIREMENTS (Include a matrix, checklist, or other tool to assist with evaluation)