



FLORIDA POLYTECHNIC UNIVERSITY  
COMPETITIVE SOLICITATION  
23-004 INVITATION TO BID  
TRANSPORTATION SERVICES

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**Issued: June 23, 2022**

**Due: July 11, 2022**



**Florida Polytechnic University  
Department of Procurement  
4700 Research Way  
Lakeland, FL 33805-8531**

**ACKNOWLEDGEMENT/ATTESTATION FORM**

PLEASE NOTE: THIS IS NOT AN ORDER. READ ALL INSTRUCTIONS, TERMS AND CONDITIONS CAREFULLY.

Issue Date: June 23, 2022

Procurement Official: Laura Marrone

Phone: 863-874-8591

Service: Transportation Services

**IMPORTANT!**

**RESPONSES MUST BE RECEIVED ON OR BEFORE:**

**July 11, 2022, on or before 2PM (ET)**

**SIGNATURE REQUIRED** – I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Respondent (if the Respondent is an individual), a partner (if the Respondent is a partnership), or an Officer or employee of the bidding corporation having authority to sign on its behalf (if the Respondent is a corporation);
2. That the attached response has been arrived at by the Respondent independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent offering or competition;
3. That the contents of the response have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent or its surety on any bond furnished with the response and will not be communicated to any such person prior to the official closing of the SOLICITATION;
4. That the Respondent is legally entitled to enter into contracts with Florida Polytechnic University and is not in violation of any prohibited conflict of interest;
5. That this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud;
6. To abide by all conditions of this offer and certify that I am authorized to sign this offer for the Respondent and that the Respondent is in compliance with all requirements of the solicitation, including but not limited to, certification requirements;
7. In submitting an offer to an agency for the State of Florida, the Respondent offers and agrees that if the offer is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the 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 the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the procurement agency tenders final payment to the Respondent;
8. That I have fully informed myself regarding the accuracy of the statement made above.

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Federal ID Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State , Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Printed/Typed



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## 1.0 DEFINITIONS

**Addenda/Addendum** – Written or graphic instruments issued prior to the date for opening of Responses, which modify or interpret the Response documents by additions, deletions, corrections, or clarifications.

**And/Or** – The word “and” shall also mean “or,” and the word “or” shall also mean “and” whenever the contents or purpose so require.

**Contract/Agreement** – The formal bilateral agreement signed by a representative of the University and the Respondent which incorporates the requirements and conditions listed in this ITB and the Respondent’s offer.

**Invitation to Bid** – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents to procure commodities or services during the term of the contract.

**May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.

**Minor Irregularities** – irregularities that have no adverse effect on FLORIDA POLY’s interest, will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

**Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. FLORIDA POLY will not waive Responder’s material deviation from any of the mandatory requirements.

**Renewal** - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by Florida Polytechnic University General Counsel to be in the best interest of the university.

**Response or Response** - An executed offer submitted by a Respondent in response to an ITB and intended to be used as a basis for negotiations for a contract.

**Respondent/Proposer/Contractor/Supplier/Contractor** – Anyone who submits a timely offer in response to this ITB or their duly authorized representative. These may be used interchangeably within the ITB.

**Responsive Respondent** – A Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**Sole Point of Contact** - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

**Solicitation** – This Invitation to Bid and all documents officially associated with it.

**Successful Respondent** - The firms or individual who is the recommended recipient of the award of a contract under this solicitation (also synonymous with “Payee”, “Offerer,” “Contractor” and “Respondent”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

**University** – Florida Polytechnic University, Florida Polytechnic University Board of Trustees is a public body corporate of the State of Florida.



## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

It is the intent of this invitation to bid to develop price contract with a Successful Respondent for TRANSPORTATION SERVICES. Routes will be consistent with the attached schedule and will primarily serve as a means to and from the main campus of Florida Polytechnic University, 4700 Research Way, Lakeland, FL 33805. A route guide has been included in this invitation to bid. The university will provide the shuttle, gas, and vehicle insurance. The successful respondent(s) will be required to carry insurance on all drivers during designated set of times and routes.

Florida Polytechnic University intends to award a contract to one respondent. However, the university reserves the right to award one or more suppliers.

### **2.2 University Information**

Florida Polytechnic University is ranked the number one public college in the South, accredited by the Southern Association of Colleges and Schools Commission on Colleges, and a member of the State University System of Florida. Nationally ranked in engineering education, Florida Poly is the only state university dedicated exclusively to STEM and offers ABET-accredited degrees. Florida Poly is a powerful economic engine within the state of Florida, blending applied research with industry partnerships to give students an academically rigorous education with real-world relevance. Florida Poly's iconic Innovation, Science, and Technology Building, designed by world-renowned architect Dr. Santiago Calatrava, has won more than 20 global awards and was named one of the [16 most breathtaking buildings](#) in the world.

The University's website, <http://www.floridapoly.edu> provides additional information, which may be useful to the Respondent.

## **3.0 SCOPE OF SERVICES**

### **3.1 Objective**

The purpose of this bid is to establish a contract for Transportation Services with an insured professional contractor with the appropriate staffing levels to perform the services successfully. The contract period will be for one (1) year from date of award, with options to extend annually for four (4) additional ONE-year periods upon mutual agreement of both parties.

### **3.2 Scope of Work Details**

Florida Polytechnic University (the "University") intends to procure Transportation Services (the "Services") in accordance with accompanying specifications. Routes will be consistent with the attached schedule and will primarily serve as a means to and from the main campus of Florida



Polytechnic University, 4700 Research Way, Lakeland, FL 33805. The work under this Contract shall consist of the items and instructions contained in the Proposal

### 3.2.1 General Services

1. Provide driver(s) based on shuttle/van (vehicle) schedule provided by the University and as updated on the link: <https://floridapoly.edu/parking-transportation/shuttle.php>
2. Manage drivers to accommodate schedule and ensure all scheduled runs are covered.
3. Driver is not required to have a CDL license.
4. Driver will be issued a University ID Card to be displayed on his/her person during service as driver of vehicle.
5. Complete driver's log for each trip. Driver's log should be deposited into the box provided at the back of the Wellness Center, location of vehicle.
6. Be responsible for breakdown of vehicle.
  - a. Standard Operating Procedures (SOP) will be provided by University.
  - b. University will contract with towing service / repair center.
  - c. Contractor will contact towing service for vehicle to be towed to prearranged location between towing service and university. Contractor will arrange for driver transportation back to university to obtain backup transportation and complete scheduled run.
  - d. Ensure students scan their ID card via card reader (will be mounted in vehicle). If ID Card reader is unavailable in vehicle, driver will keep count of ridership on the Driver's Log as referenced in #5.
  - e. Clean/sanitize vehicle in between runs when vehicle returns to University for next pick up and at the end of scheduled run for that day.
  - f. Provide list of approved drivers with DL number to University for liability insurance coverage purposes.
  - g. Provide background check of driving record. This information must be provided at least 48 hours in advance of driver participating in scheduled run to allow time to comply with procedures and should be sent to: AuxServ@floridapoly.edu.
  - h. Other driving opportunities as requested by university based on availability of drivers and at current hourly rate.
  - i. If the University experiences a closure due to emergency at any time, the schedule will be modified or terminated based on need.
  - j. Standard Operating Procedures to include but not limited to:
    - Towing Service
    - University contact information

Estimated dates of service will range as follows:

Fiscal Year 2023

- 1) Fall term: August through December
- 2) Spring term: January through May



The University will:

1. Provide fueled vehicle for each scheduled trip; 14 passenger shuttle or van. Capacity may be reduced by University due to health concerns such as a pandemic or other concern, and University will notify Contractor accordingly.
2. Provide tablet and ID Card reader mounted in vehicle.
3. Vehicle will have vinyl seats to accommodate cleaning.
4. Issue a University ID Card to each driver on list provided by Contractor.

### **3.2.2 Personnel**

1. Contractor Personnel
  - a. Contractor must clearly define a manager of services to oversee the work and be the main point of contact for the University.
  - b. Contractor must provide an organization chart of staff, for reference in times the authorized manager is unavailable.
2. Behavior
  - i. No smoking, loitering around the campus or buildings
  - ii. Discourteous acts towards any person will not be permitted.

### **3.2.3 Drivers and University Vehicles**

Drivers shall be skilled in the operation of the University motor vehicle(s), and when in the opinion of the University, any driver found to be unskilled and/or fails to operate the vehicle(s) in a safe and appropriate manner; the right is reserved by the University to have the Contractor replace the driver. Failure of the Contractor to comply with the direction of the university and continue to operate the equipment improperly shall be cause for cancellation of the contract.

### **3.2.4 Scheduling**

The University reserves the right to change all routes, scheduled times, and number of hours. The number of hours is not guaranteed and is subject to change.

### **3.3 Qualifications Of Bidder**

Respondent must have and include with bid, copies of Certificates of Insurance or any applicable licenses.

### **3.4 Method Of Award**

Bids will be evaluated by, price, number of personnel available for each service and references.



#### 4.0 GENERAL INFORMATION & INSTRUCTIONS TO RESPONDENTS

##### 4.1 Key Event Dates

Listed below are the dates and times by which stated actions should be taken or completed. If Florida Poly determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITB. All listed times are Eastern Standard Time.

ITB Issue/Release	June 23, 2022
Pre-Response conference	N/A
Deadline for Written Questions/ Inquiries	June 23, 2022; 2:00 PM (ET)
Response Due Date & Time	<b>July 11, 2022; 2:00 PM (ET)</b>
Issue Intent to Award Contract	TBD

##### 4.2 Special Accommodations

If special accommodations are needed in order to attend a pre-Response meeting, a Response opening or presentation, contact Procurement Services at no later than three business days prior to the event.

##### 4.3 Questions

All questions regarding this ITB shall be made electronically via e-mail in writing and directed to [bids@floridapoly.edu](mailto:bids@floridapoly.edu) no later than July 11, 2022; 2:00 PM (ET). **The subject of the e-mail shall be "QUESTION – ITB 23-004"**. Failure to provide the correct solicitation number in the email may deem the question unanswerable and may not be considered as part of any addenda. Any questions submitted after the dates and times may not be considered or answered. Questions properly submitted in writing prior to the due date will be addressed. Answers to all properly submitted written questions will be posted on Florida Polytechnic University Department of Procurement website ([floridapoly.edu](http://floridapoly.edu)) under the corresponding solicitation.

##### 4.4 Respondent Communication

To ensure that ITB documentation and any subsequent information (modifications, clarifications, addenda, etc.) is directed to the appropriate and primary contact person, each Respondent who intends to participate in this ITB is recommended to provide the following information to the Procurement Official:

Name of primary contact

Mailing address of primary contact

Telephone number of primary contact

Email address of primary contact



This information shall be transmitted electronically to:

Laura Marrone

[bids@floridapoly.edu](mailto:bids@floridapoly.edu)

Note: From the date of issuance of this competitive solicitation until the end of the Competitive Solicitation process, all communications with the University regarding this solicitation must be directed only to the University Procurement Official listed above. The Respondent must not communicate with any FLORIDA POLY employees, or FLORIDA POLY representatives regarding this competitive solicitation or Contractor's solicitation response except as provided herein or as expressly requested by the Authorized FLORIDA POLY Representative. Violation of this restriction may result in rejection of the Contractor's solicitation response.

#### **4.5 Response Submission and Deadline**

Respondent must provide final response to Laura Marrone via email to [bids@floridapoly.edu](mailto:bids@floridapoly.edu) no later than **Monday, July 11, 2022; 2:00 PM (ET)**. **The subject of the e-mail shall be "BID SUBMISSION – ITB 23-004"**.

Note: Responses received after the closing date and time will not be considered.

Note: All Responses will be kept confidential until the set time and date of the bid opening. At such time, all bids will be open in public.

#### **4.6 Addenda**

Any Addenda or instructions issued by the Procurement Official prior to the Response deadline shall become a part of this ITB. Such Addenda shall be acknowledged in the Response. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

Procurement will post any Addenda to this competitive solicitation along with Addenda Acknowledgment Forms on the Procurement Website. The Contractor's authorized representative must sign and date the Addenda Acknowledgment Form(s), if any, and include the form(s) in the Contractor's solicitation response. All Contractors, including known interested Contractors, are solely responsible for checking the Website periodically to verify whether any such Addenda and forms were issued.

#### **4.7 Respondent Response and Proprietary Information**

The ITB specifies the format, required information, and general content of Responses submitted in response to this request. The University will not disclose any portion of any Response prior to the designated bid opening to anyone outside the Procurement Department, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the University evaluation committee. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Response data submitted by Respondents in response to this ITB as a matter of public record.

Any submitted Response shall remain a valid Response 180 days after the due date.



#### **4.8 Disposition of Solicitation Responses**

All solicitation responses become the property of FLORIDA POLY, and FLORIDA POLY shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other material(s) submitted to FLORIDA POLY with the solicitation response 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. FLORIDA POLY's selection or rejection of a solicitation response will not affect this exemption.

#### **4.9 Protests**

Any Contractor/interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision shall file a protest in compliance the Florida Board of Governors' regulations. Failure to file a protest in accordance with Florida Board of Governors' regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

#### **4.10 Conflict of Interest**

Acceptance of a contract resulting from this ITB shall certify that Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of a contract resulting from this ITB.

#### **4.11 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Respondent or bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the Response, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.



#### **4.12 Cost of Preparing Responses**

Costs for developing the Responses and any subsequent activities prior to contract award are solely the responsibility of the Respondent. Florida Polytechnic University will provide no reimbursement for such costs.

#### **4.13 Public Entity Crimes**

In accordance with Florida Statutes §287.133(2)(a), a Contractor who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a response; may not perform work as a contractor, Respondent, subcontractor, or consultant under a contract with any public entity. By submitting a solicitation response, Respondent is certifying that Respondent is not on the convicted Contractor list maintained by the Florida Department of Management Services, and Respondent is also certifying that any subcontractor listed in Contractor's solicitation response is not on the convicted Contractor list.

#### **4.14 Response format and Content**

##### **4.14.1 Response Information and Criteria**

The following list specifies the items to be addressed in the Response. Please read the list carefully and address it completely and in the order presented to facilitate the University's review of the Response. Responses should be organized into the sections identified. With the exception of signatures, all information provided in the response must be typed. The content of each section is further described below.

- Signed Authentication of Response and Statement of Non-Collusion and Non-Conflict of Interest Form (See page 2)
- Transmittal Letter
- Corporate Governance Documents & W-9
- References and Past Experience - Attached
- Price Sheet – Attached
- Trade Certificates (if applicable)
- Subcontractors (if applicable)
- Alternate brand (if applicable)
- Certificate of Insurance
- Additional/Optional Information/Services

##### **4.16.1.1 Signed Acknowledgement/Attestation Form**

The Respondent will sign, type name, firm, address, telephone number, date, and return page 2 of this ITB. The signer on page 2 will be required to initial subsequent erasures or other changes. A Response signed by an agent must be accompanied by evidence of authority unless such evidence has been previously furnished to the Procurement Official. The signatory shall further certify that the Response is made without collusion with any other person, persons, company or parties submitting a Response, that it is in all respects fair and in good faith without collusion or fraud, and that the signer



is authorized to bind the Respondent.

#### **4.16.1.2 Transmittal Letter**

The Transmittal Letter accompanying the ITB shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Respondent. The transmittal letter shall include:

- Contact information, including name(s), title(s), email address(es), mailing address(es) and phone number(s) for the individual(s) responsible for Contractor's Response and negotiation during this process. As well as contact information for the individual(s) who should receive any notices related to this contract if awarded to Contractor.
- A statement referencing all Addenda to this ITB issued by the University and received by the Respondent. If no Addenda have been received, a statement to that effect should be included.
- A statement that the Respondent's Response shall remain valid 180 days after the due date.
- A statement that the Respondent will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- A statement that summarizes any deviations or exceptions to the ITB requirements, including a detailed justification for the deviation or exceptions.
- A statement that the Respondent is proposing alternate brands or equivalent products being offered by Contractor, if any.
- A statement that the Respondent plans to use subcontractors.

#### **4.16.1.3 Corporate Governance Documents**

Corporate Governance Documents including Contractor's W9 form and a Certificate of Good Standing from Contractor's State of Incorporation, if other than Florida.

#### **4.16.1.4 References and Past Experience**

On Attachment II Respondent shall supply the names, addresses, telephone numbers and complete contact information of three (3) references for which work has been accomplished within the last three (3) years. Include a complete description of the type of service(s) provided. References should be relevant with regard to the scope of services outlined in this ITB. By submitting a Response, the Respondent grants permission to the University to contact references.

#### **4.16.1.5 Price Sheet**

Respondent to complete the attached Price Sheet – Attachment I

#### **4.16.1.6 Trade Certificates**

Respondent must have and include with bid, copies of any Trade Certificate or Trade License required for each trade bid on

#### **4.16.1.7 Subcontractors**

Information regarding subcontractors (list of subcontractors with services to be provided by each and amount Contractor will pay to each; Contractor's certification that subcontractors are appropriately licensed and registered with the State of Florida).

#### **4.16.1.8 Alternate Brands**



Detail information on alternate brands (if applicable).

**4.16.1.9 Contractor's Maintenance and Warranties** (if applicable)

**4.16.1.10 Certificate of Insurance**

Letter or certificate from Respondent's insurer.

**4.16.1.11 Additional/Optional Information/Services**

Additional information requested in the competitive solicitation and/or addenda, if applicable.

**4.15 Errors or Omissions**

Respondent should examine its solicitation response carefully for any errors prior to submission. The Contractor is solely responsible for the accuracy and completeness of its solicitation response. The Contractor's errors or omissions, if any, are solely at the risk of the Contractor and may be grounds for FLORIDA POLY's finding that the Contractor's solicitation response is non-responsive. In case of Contractor's errors in extensions, the unit price will prevail.

**4.16 Selection Process; Criteria; Award**

**4.16.1 Selection**

FLORIDA POLY intends to award contract(s) to the most responsive and responsible Respondent(s) offering the lowest price. The University reserves the right to award multiple Respondents.

**4.16.2 Contract Award**

FLORIDA POLY intends to award a Contract or Contracts resulting from this competitive solicitation to the Successful Respondent(s) whose solicitation response(s) represent the best value to FLORIDA POLY. The Contract will include this competitive solicitation document, all associated addenda and the Successful Respondent's solicitation response, and all the terms and conditions found in this ITB.

**4.18.2.1** FLORIDA POLY reserves the right to make an award on any item or service for a quantity less than the quantity offered, at the unit cost or unit prices offered, unless the Contractor specifies otherwise in the Contractor's solicitation response.

**4.18.2.2** Unless otherwise provided in this competitive solicitation, FLORIDA POLY reserves the right to make multiple awards if, after considering the additional administrative costs, it is in FLORIDA POLY'S best interest to do so.

**4.18.2.3** FLORIDA POLY reserves the right to award the commodity specified and/or the services detailed in this competitive solicitation either in their entirety or in any part thereof, all to the advantage of FLORIDA POLY.

**4.18.2.4** FLORIDA POLY may reject all solicitation responses if such action is in FLORIDA POLY's best interest.



**4.18.2.5** FLORIDA POLY reserves the right and sole discretion to reject any solicitation response at any time on grounds that include, but are not limited to, Contractor's solicitation response being found to be nonresponsive, incomplete, or irregular in any way; or when Contractor's solicitation response is not in FLORIDA POLY's best interest. FLORIDA POLY may waive informalities and minor irregularities in solicitation responses.

FLORIDA POLY is not obligated to make an award under or as a result of this competitive solicitation. FLORIDA POLY reserves the right to award a contract, to the Contractor(s) submitting a solicitation response that FLORIDA POLY, in its sole discretion, determines is in FLORIDA POLY's best interest.

**4.16.3 Posting of Intent to Award/Protest**

The Intent to Award to a Contractor, if any, will be posted on the Website for review by interested parties, and will remain posted for a period of seventy-two (72) hours.

Failure to file a notice of protest or the written petition in accordance with the Florida Board of Governors' Regulation 18.002, or Contractor's failure to post the Solicitation Protest Bond or other security as required in the Board of Governor's Regulations 18.002 and 18.003, shall constitute a waiver of the right to protest proceedings.

**4.16.4 Alternate Brands or Equivalent Products -N/A**

**4.16.5 IMPORTANT NOTES:**

**4.17.5.1 FLORIDA PREFERENCE:** For purchases of tangible personal property, the Florida legislature has enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose principal place of business is the State of Florida. Pursuant to §287.084, Florida Statutes, award recommendations shall make appropriate adjustments to Resident Supplier pricing when considering solicitations from Bidders having a principal place of business outside the State of Florida. All Bidders must complete and submit Attachment 1 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute and its applicability.

**4.18.5.1 FLORIDA POLY May:**

4.18.5.1.1 Reject any and all bids or any part thereof, to waive informalities, and to make single or multiple awards. Incomplete bids may not be considered in the evaluation.

4.18.5.1.2 Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any bid irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this ITB.

4.18.5.1.3 Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their bids have not been awarded by FLORIDA POLY until after FLORIDA POLY has entered into a binding agreement with the successful Respondent(s).



4.18.5.1.4 Reserve the right to ask for clarifications of a bid response.

**4.18.5.2 FLORIDA POLY Will:**

4.18.5.2.1 Reject bids not received by the bid due date/time required by the ITB.

4.18.5.2.2 Reject any bid that fails to meet mandatory specifications (i.e. functional, cost or contractual requirements) stated in the ITB.

**4.18.5.3 Responsible and Capable.** Only fully capable and responsible companies or individuals, who are in good standing with the State of Florida and FLORIDA POLY, who can demonstrate the ability to fulfill all specifications, and that possess the financial capability, experience, and personnel resources to provide all goods and services of the scope and breadth described in this ITB should respond.

**4.18.5.4 Respondent Warranty.** The Respondent submitting the bid warrants that, to the best of their knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy Contract obligations, should a contract be awarded.

**4.18.5.5 Samples.** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may, upon request, be returned at the Respondent's expense. Each individual sample must be labeled with Respondent's name, manufacturer's brand name and number, ITB number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the samples shall be disposed of by FLORIDA POLY.

**4.18.5.6 Disqualification of Respondent.** Only one bid response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a Respondent is involved in more than one bid response for the same ITB will be cause for rejection of the highest bid response in which such Respondents are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Respondents. Bids in which the prices obviously are unbalanced will be subject to rejection.

**4.18.5.7 Bid Materials.** The materials submitted in response to this ITB become the property of FLORIDA POLY upon delivery to Procurement Services. FLORIDA POLY's standard Purchase Order Terms and Conditions:

[Procurement Department \(floridapoly.edu\); Purchase Order Terms and Conditions - Florida Polytechnic University](#)

The Federal Acquisition Regulations for federally funded contracts:

[Federal Acquisition Regulation | Acquisition.GOV](#)

## 5.0 AGREEMENT TERMS AND CONDITIONS

### 5.1 Contractual Precedence

The contract that results from this ITB, if any, shall include, but is not limited to, this ITB (including any attachments and/or addenda thereto that are executed by FLORIDA POLY's duly authorized signatory) as well as Successful Respondent's solicitation responses (comprised of the solicitation response and the best and final offer ("BAFO")), and shall constitute the entire and exclusive agreement



between the parties (collectively, the "Contract").

In the event of any conflict or inconsistency between or amongst these documents, the order of precedence is:

- 5.1.1 The Notice of Award of Contract
- 5.1.2 The ITB document, including these Terms and Conditions, as well as any attachments and any addenda;
- 5.1.3 Successful Respondent's solicitation response.

**5.2 Effective Date**

The effective date of the Contract is to be determined.

**5.3 Contract Term**

The Contract resulting from this Solicitation and the Successful Respondent's Response shall have an initial term of one year from the time of contract. The Contract shall be renewable on an annual basis for up to four (4) consecutive one (1) year renewal periods. The total contract period will not exceed five (5) years. Annual renewal will be contingent upon the University's needs and satisfaction with the services performed and the overall performance of the Contractor.

The University reserves the right to renegotiate any term and/or condition as may be necessary to meet requirements for any renewal period. The Successful Respondent will be advised of any proposed revisions prior to the renewal period.

**5.4 Payment Terms**

The Successful Respondent shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. Successful Respondent will submit properly certified original invoices to:

Accounts Payable  
4700 Research Way  
Lakeland, FL 33805  
[accountspayable@floridapoly.edu](mailto:accountspayable@floridapoly.edu)

Prices on the invoices will be in accordance with the price stipulated in the contract. Invoices will reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses will be submitted in accordance with the State of Florida travel rates at or below those specified in section 112.061, Florida Statutes, and applicable Florida Poly policies or regulations.

The Successful Respondent shall cooperate with FLORIDA POLY and provide specific records and/or access to all of the Successful Respondent's records related to the Contract for purposes of conducting an audit or investigation. FLORIDA POLY will provide Successful Respondent with reasonable notice of the need for such records or access. A Contractor ombudsman position has been established within the Florida Poly Division of Finance. It is the duty of this individual to act as an advocate for Respondents who may be experiencing problems in obtaining timely payments(s)



from Florida Polytechnic University. The Contractor ombudsman can be contacted at 863-874-8448 or by mail to the:

Department of Finance  
4700 Research Way  
Lakeland, FL 33805

The ombudsman will review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and, will ensure timely processing and submission of the payment request in accordance with University policy.

### **5.5 No Guarantees**

Successful Respondent acknowledges that the Contract is not any guarantee of any work.

### **5.6 Safety**

- a. Contractor shall maintain a safety program to ensure the safety of all individuals and property are not affected by the Contractor's work. The safety program should be submitted at the time of contract review.
- b. Contractor shall perform all work, and operate all equipment, in compliance with OSHA Standards.
- c. Contractor must take precautions at all times utilizing safety equipment when required by OSHA (safety vest, cones, etc.).
- d. Contractor shall provide all proper Safety Data Sheets for any all chemicals that are used on campus or transported on company vehicles while on campus.
- e. The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the University harmless for any action on its part or that of its employees that results in illness, injury or death.

### **5.8 Damages**

Contractor must be aware of any potential hazards before work is initiated.

### **5.9 Permits**

Contractor shall obtain, at its own expense, all necessary permits and licenses required by federal, state, county or local orders, codes, ordinances, regulations, administrative codes and laws.

### **5.10 Termination for Convenience**

FLORIDA POLY may terminate the Contract for its convenience with thirty (30) days' written notice if FLORIDA POLY determines that termination to be in its best interest. Successful Respondent shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall Successful Respondent be entitled to recover lost profits.



**5.11 Termination for Cause**

FLORIDA POLY shall have the right to terminate the Contract for Successful Respondent default upon written notice to the Successful Respondent. FLORIDA POLY may declare the Successful Respondent in default for any of the following reasons:

- i. Failure to begin work within the time specified in the Contract or as otherwise specified;
- ii. Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- iii. Unsatisfactory performance of the work;
- iv. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- v. Discontinuance of work without approval;
- vi. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- vii. Insolvency or bankruptcy;
- viii. Assignment made for the benefit of creditors;
- ix. Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- x. Failure to protect, to repair, or to make good any damage or injury to property; or
- xi. Breach of any provision of the Contract.

**5.12 Insurance**

The Successful Respondent shall provide and keep in full force and effect during the term of the Contract, at the Successful Respondent’s own cost and expense, at a minimum, the following insurance policies for the joint benefit of the Successful Respondent and FLORIDA POLY, with an insurer reasonably acceptable to FLORIDA POLY:

Commercial General Liability	\$2,000,000 General Aggregate (minimum)
(a) Bodily Injury & Property Damage	\$1,000,000 Each Occurrence (minimum)
(b) Damage to Rented Premises	Optional
(c) Products/Completed Operations	\$1,000,000
(d) Advertising & Personal Injury	\$1,000,000
(e) Contractual Liability	\$1,000,000
(f) Medical Payments	Optional
Employers’ Liability	\$1,000,000/\$1,000,000/\$1,000,000 (minimum)
Workers’ Compensation	Statutory Limits



Successful Respondent shall have and maintain during the life of the Contract Workers' Compensation Insurance for all of its employees connected with the work related to the competitive solicitation. In the event any work related to the competitive solicitation is sublet or subcontracted, the Respondent shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Respondent. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under Workers' Compensation, the Respondent shall provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

### **5.13 Subcontracts**

The Respondent is fully responsible for all work performed under this contract. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. No subcontract(s) that the Respondent enters into under this contract shall in any way relieve the Respondent of any responsibility for performance of its duties under this contract. The Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

### **5.14 Employee Background Checks**

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at FLORIDA POLY and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Background checks shall include, at a minimum, the following items:

A State of Florida Level I Background Check (Level 1): Which consists of criminal history background check inclusive of a search of the following:

- National Sex Offenders Registry
- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.



Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or contractors to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

**5.15 E-Verify**

All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all of Contractor's employees hired by the Contractor during the term of this Agreement and/or while performing work or providing services for FLORIDA POLY. Contractor shall require that all subcontractors performing work or providing services on behalf of Contractor for FLORIDA POLY also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify employment eligibility of all employees hired by subcontractor. The Contractor shall require for the subcontractor to provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement. FLORIDA POLY may terminate this Agreement immediately upon notice to Contractor for any violation of this provision. A Contractor whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by FLORIDA POLY due to the termination of the Agreement.

**5.16 Parking**

The Successful Respondent shall ensure that all of the Respondent's and Respondent's employees', agents' and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with, and have parking permits purchased from FLORIDA POLY's Parking Services Department properly displayed. Respondent and Respondent's employees, agents and subcontractors shall observe all parking regulations. The failure to purchase parking permits, properly display them, and otherwise comply with all FLORIDA POLY's parking regulations could result in the ticketing and/or the towing of Respondent's or Respondent's employees', agents', and subcontractors' vehicles. For additional parking information, contact FLORIDA POLY's Department of Parking and Transportation at 863-874-8432.

**5.17 Small Business Minority Enterprise (SMBE)**

It is FLORIDA POLY's desire (consistent with state and federal law) to optimize opportunities for business contracting with small, minority and disadvantaged business enterprises in the areas of commodities, construction, contractual services, and architectural and engineering services.

Contractors are likewise encouraged to use the small, minority and disadvantaged business enterprises and to have a business diversity program in place. The Successful Contractor shall report all minority subcontractors, identifying the Name, Address, Type of Certification and



Dollar Amount to FLORIDA POLY with each invoice submitted for payment.

For more information on becoming a State of Florida Certified Minority Business (CMBE), to request certification or to locate CMBEs, please contact the Office of Procurement 863-874-8583.

**5.18 Relationship to Parties**

The Successful Respondent shall be considered an independent contractor, and neither the Successful Respondent nor its employees, agents, or other representatives shall be considered FLORIDA POLY's employees or agents.

**5.19 Use of Contract by other Government Agencies**

At the option of the Supplier/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the Supplier/Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

**5.20 Annual Appropriations**

FLORIDA POLY's performance and obligation to pay under the Contract is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such Contract for the current and future periods.

FLORIDA POLY will give notice to the Successful Respondent of the non-availability of funds when FLORIDA POLY has knowledge thereof. Upon receipt of such notice by Successful Respondent, Successful Respondent is entitled to payment only for those services performed and accepted by FLORIDA POLY prior to the date such notice is received.

**5.21 Taxes**

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITB.

**5.22 Travel Expenses**

The Respondent shall not under this ITB or any resulting contract charge FLORIDA POLY for any travel expenses, meals, and lodging without FLORIDA POLY's prior written approval. Upon obtaining FLORIDA POLY's prior written approval, the Respondent may be authorized to incur travel expenses payable by FLORIDA POLY to the extent and means provided by Section 112.061, Florida Statutes and applicable FLORIDA POLY policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.



**5.23 Publicity**

Successful Respondent shall not make any announcements relating to the Contract, nor shall Successful Respondent use FLORIDA POLY's name, trademarks, logos, marks or employees, including in any advertising or promotional literature, or in any publication whatsoever, without the prior written approval from FLORIDA POLY's University Relations department in each instance.

**5.24 Force Majeure**

No default, delay or failure to perform on the part of the either party 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 governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquakes; hurricanes; acts of God; or 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.

**5.25 Sovereign Immunity**

Nothing in the Contract shall be construed as an indemnification of the Respondent by FLORIDA POLY or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

**5.26 Indemnification**

The Successful Respondent is responsible for its performance under the Contract. The Successful Respondent will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, FLORIDA POLY and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Successful Respondent or Successful Respondent's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their business, operations, activities, provision of goods and/or services, and/or occupancy or use of the FLORIDA POLY premises, in performance of the Contract. This provision shall survive termination or expiration of the Contract.

**5.27 Acceptance of Risk**

Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The Successful Respondent also assumes such risk with respect to the willful or negligent acts or omissions of the Successful Respondent's subcontractors or persons otherwise acting or engaged to act at the instance of the Successful Respondent in furtherance of the Successful Respondent fulfilling the Successful Respondent's



obligations under the Contract.

**5.28 Access to Work**

If applicable, FLORIDA POLY shall at all times have access to review the ongoing work of Successful Respondent for purposes of inspecting the same and determining that the Successful Respondent's performance is in accordance with the terms of the Contract.

**5.29 Ownership Rights**

FLORIDA POLY shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to FLORIDA POLY as part of the performance of the Contract.

**5.30 Compliance with Laws and Regulations**

The Successful Respondent shall, at its own expense: (A) comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within Successful Respondent's industry standard, as well as all applicable FLORIDA POLY regulations; and (B) have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Contract.

**5.31 Licensing Requirements**

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida prior to award of a contract resulting from this competitive solicitation; Respondent must provide proof of such to FLORIDA POLY as a condition of award of a contract.

**5.32 Privacy, Data and Security Standards**

To the extent Contractor shall have access to, use of Florida Poly data, it agrees to the provisions of this Section. "Data means any and all electronic or other information that is in the FLORIDA POLY's possession and control, and any and all such data that has been disclosed to Contractor. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., "personally identifiable information" or "PII"); (ii) subject to proprietary rights under patent, copyright, trademark, or trade secret law, (iii) privileged against FLORIDA POLY in a civil lawsuit (e.g., data subject to attorney - FLORIDA POLY or doctor-patient privileges); (iv) subject to laws, regulations, rules, or standards that prohibit or limit Florida Poly (e.g., the family Educational Rights and Privacy Act (FERPA), the Export Administration Act (EAR), the International Traffic in Arms Regulations (ITAR), or the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act (GINA)); or (v) ought in good faith to be treated as sensitive, proprietary, or confidential.



Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification ("Notification Event"). FLORIDA POLY may, in its sole discretion, choose to provide notice to any or all parties affected by a Network or Data Breach, but Contractor shall reimburse FLORIDA POLY for the cost of providing such notification.

Contractor further agrees to provide, or to reimburse FLORIDA POLY for its costs in providing, any credit monitoring or similar services that are necessary as a result of any Network or Data Breach.

### **5.33 Compliance with Public Records Law**

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

1. Keep and maintain public records required by University to perform the service.
2. Upon request from the University's custodian of public records, provide the University with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this agreement, renewals, and following completion of the contract if Contractor does not transfer the records to University.
4. Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Contractor or keep and maintain public records required by University to perform the service. If Contractor transfers all public records to University upon completion of the contract, Contractor must destroy any duplicate confidential information or records that are exempt from public records disclosure. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to University, upon request from the University's custodian of public records, in a format that is compatible with the information technology systems of the University.

1. Third parties requesting to inspect or copy public records relating to this agreement must be made directly to University. If University does not possess the requested records, University will notify Contractor of the request, and Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Florida Polytechnic University  
Attention: General Counsel  
4700 Research Way  
Lakeland, FL 33805  
[ogc@floridapoly.edu](mailto:ogc@floridapoly.edu)  
(863) 874-8412**

2. The University may inspect the:

a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the contract or the expenditure of state funds.

b) Contractor's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this agreement or to ensure that the terms of this agreement are being met.

c) The Contractor must provide such records, papers, and documents requested by the University within 10 business days after the request is made.

d) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.

3. The terms of section 6 are material terms of this agreement, and failure to comply may result in termination and/or civil penalties.

#### **5.34 Confidentiality of Information**

The Successful Respondent acknowledges and agrees that (a) all documents, studies, materials and information furnished to the Successful Respondent by FLORIDA POLY or FLORIDA POLY's affiliates in connection with the Contract and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FLORIDA POLY in connection with the Contract or which reflect any of the documents, studies, materials or information furnished to the Successful Respondent by FLORIDA POLY (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at



all times confidential, proprietary, and the sole property of FLORIDA POLY. The Successful Respondent agrees that it shall not use the Information and will not share the Information with its employees, except as necessary to the Successful Respondent's performance under the Contract, and the Successful Respondent shall at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. The Successful Respondent shall not disclose Information to third parties unless it obtains FLORIDA POLY's written consent to such disclosure.

In the event the Successful Respondent required by subpoena or other judicial or administrative process or by law to disclose such records, the Successful Respondent shall (i) provide FLORIDA POLY with prompt notice thereof; (ii) consult with FLORIDA POLY on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Public Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and (v) reasonably cooperate with FLORIDA POLY in any attempt that FLORIDA POLY may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of the Contract or upon request by FLORIDA POLY, the Successful Respondent shall promptly return the Information to FLORIDA POLY.

### **5.35 Third Parties**

The Contract does not and is not intended to confer any rights or remedies upon any person other than the parties to the Contract. FLORIDA POLY is not liable for the acts of third parties or the consequences of the acts of third parties.

### **5.36 Equal Employment Opportunity**

FLORIDA POLY believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination, and FLORIDA POLY is committed to non-discrimination based on race, color, religion, sex, national origin, Veteran status, marital status, age or disability. The Successful Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age or disability. The Successful Respondent shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246



Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The Successful Respondent agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, the Successful Respondent shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The Successful Respondent shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

### **5.37 Federal Funds**

If FLORIDA POLY has entered into an agreement with the United States of America, or any Department thereof, and the Contract is entered into with Successful Respondent to further the performance of the work required in such federal agreement, Successful Respondent shall comply with the terms contained in FLORIDA POLY’s Federally Funded Projects Addendum attached hereto and herein incorporated by reference.

### **5.38 Unauthorized Aliens**

The Respondent’s employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for FLORIDA POLY’S unilateral cancellation of the Contract.

### **5.39 Deletion**

Any term and/or condition in any of Respondent’s competitive solicitation responses on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FLORIDA POLY to Respondent; (b)

Restrictions on the hiring of Respondent’s employees; (c) FLORIDA POLY’s responsibility to pay intangible taxes, property taxes, or sales taxes; (d) FLORIDA POLY’s tort liability; (e) Automatic renewals of the term of the Contract; (f) Limitation



of time to bring suit; (g) Limitation of Respondent's liability; (h) that FLORIDA POLY performs reporting functions and/or maintains certain types of operations (i) Granting Respondent any right to audit FLORIDA POLY; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Respondent by FLORIDA POLY.

#### **5.40 Dispute Resolution**

The parties agree that in the event of a dispute the Parties will use their best efforts to resolve that dispute in an informal fashion through consultation and communication between designated representatives of FLORIDA POLY and comparable representatives of Successful Respondent, or other forms of non-binding alternative dispute resolution, such as mediation, mutually acceptable to the Parties. If such efforts are unsuccessful the Parties may exercise any remedy available in law or equity. This provision does not preclude the Parties from exercising any other remedy or remedies available under the Contract or as provided by law. In the event of litigation each Party agrees to be liable and responsible for its own legal costs, expenses and attorney fees.

#### **5.41 Waiver of Rights and Breaches**

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITB or to exercise any right or remedy consequent to a breach thereof shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but every term of such a contract shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

#### **5.42 Assignment/Modification of Contract**

Neither the contract resulting from this ITB, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of FLORIDA POLY. Any contract resulting from this ITB may be amended only in writing signed by the Respondent and FLORIDA POLY with the same degree of formality evidenced in the contract resulting from this ITB.

#### **5.43 Governing Law**

This ITB and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and



entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. FLORIDA POLY and Respondent hereby agree that this ITB and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Polk County, Florida.



**ATTACHMENT I**

**PRICING SHEET**

<b>Item</b>	<b>Specification/Description</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Total Price</b>
<b>1*</b>	<b>Shuttle Driver(s) for regularly scheduled route three days per week</b>		<b>256</b>	
<b>2</b>	<b>Shuttle Driver(s) for round trip shuttle service to and from off campus student housing</b>		<b>350</b>	
	<b>ANNUAL COST (1):</b>			
<b>2*</b>	Alternate Rates for Emergencies			
<b>3*</b>	Alternate Rates for other university transportation needs			

\*See Attachment III for Transportation Route and Schedule (\*Note the University reserves the right to change all routes, scheduled times, and number of hours. The number of hours is not guaranteed and is subject to change.

**BID NOTES / ADDITIONAL SPECIFICATIONS:**

I certify that this quote is made without prior understanding, agreement or connection with any corporation, firm or person submitting a quote for the same service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this quote and certify that I have read and understand the quoting documents. I have completed and submitted all applicable quote forms and I am authorized to sign this quote for the bidder.

**Authorized Signature**

**Title**

**Date**



**ATTACHMENT II**

**REFERENCES**

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the Bidder's response. Provide a description (scope of work) of each job. \*Required

*NAME OF COMPANY:	*CONTACT PERSON:
ADDRESS:	*CITY, STATE, ZIP
*TELEPHONE NUMBER:	EMAIL ADDRESS:
*JOB DATE:	*WORK PERFORMED:

*NAME OF COMPANY:	*CONTACT PERSON:
ADDRESS:	*CITY, STATE, ZIP
*TELEPHONE NUMBER:	EMAIL ADDRESS:
*JOB DATE:	*WORK PERFORMED:

*NAME OF COMPANY:	*CONTACT PERSON:
ADDRESS:	*CITY, STATE, ZIP
*TELEPHONE NUMBER:	EMAIL ADDRESS:
*JOB DATE:	*WORK PERFORMED:



### **Attachment III Current Transportation Schedule\***

The Phoenix Shuttle provides services multiple times a week to help students travel to and from various locations in the surrounding area. The below schedules and routes were developed to accommodate the interests of our entire student body.

#### **Monday through Friday**

Two four-hour shifts (one in the AM and one in the PM) to include roundtrip runs from 4700 Research Way, Lakeland FL 33805 to 935 Groves Boulevard, Auburndale, FL 33823

#### **Tuesdays, 4-8 P.M.**

Transportation to and from the Walmart Supercenter (2120 US-92 W, Auburndale, FL 33823) providing accessibility to Walmart Pharmacy and Vision Center, Aldi's, fast-food establishments, Chili's Bar and Grill, MidFlorida Credit Union, Racetrac, and GameStop.

#### **Thursdays, 4-8 P.M.**

Transportation to and from Publix (5375 N. Socrum Loop Rd., Lakeland, FL 33809), providing accessibility to Publix and CVS pharmacies, Bank of America and SunTrust, Great Clips, UPS, and various food establishments.

#### **Saturdays, 10 A.M.- 6 P.M.**

Transportation to and from the Lakeside Village (1479 Town Center Dr., Lakeland, FL 33803) area providing accessibility to restaurants, shops, and entertainment options.

\*Note the University reserves the right to change all routes, scheduled times, and number of hours. The number of hours is not guaranteed and is subject to change.