

Request for Quotation-This is not an Order

Florida Polytechnic University 4700 Research Way Lakeland, FL 33805 Department: Procurement Contact: Andy Farrington Tel: 863-874-8591 Email: procurement@floridapoly.edu	Respondent: _____ Contact: _____ Email: _____	
	Request date:09/07/2023	RFQ No.: 24-017
	Closing date:09/27/2023; 2:00 PM (ET)	Subject of the RFQ: Towing and Roadside Assistance Services

Florida Polytechnic University is issuing this Request for Quote (RFQ) to develop a price contract with qualified, experienced, financially sound, and responsible Towing and Roadside Assistance Service providers.

Florida Polytechnic University intends to award a contract to a qualified Respondent(s) to ensure that towing services are available to the University on an as needed basis. It will be at Florida Poly’s discretion to determine which vendor is in the University’s best interest. A contract award is not an automatic guarantee for services.

The contract resulting from this RFQ shall be effective through 06/30/2024 with an option to renew for (4) additional one-year renewal periods. The total contract period will not exceed five (5) years. The annual renewal shall be contingent upon the University’s satisfaction with the services performed.

The Contractor shall procure all necessary permits, insurance and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments where work is performed under this contract.

The Contractor shall indemnify, defend and hold harmless the University, its affiliates and subsidiaries, and their officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University’s choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor’s response to this Request for Quote or its performance or failure to perform under the contract awarded from this RFQ. This clause shall survive termination for as long as necessary to protect the University.

The University's Purchase Order Terms and Conditions are applicable to the resulting contract awarded from this solicitation and at no time is any work to be performed without a purchase order in place.

The PO Terms and Conditions can be found here: <https://floridapoly.edu/procurement/assets/po-termsandconditions.pdf>

CONTRACT TERM: The contract shall be effective through 06/30/24 with an option to renew for four (4), additional one (1) year periods. At no time during the entire contract term can services exceed \$75,000.

The Respondent commits to supply to the University the goods and/or services listed below at the rates provided and agrees to the terms and conditions referenced in this Request for Quotation and any associated addendum: Please include any optional/value add services.

Service	Rate (specify)	Description of what is included in the service
Hook up		
Towing (mileage)		
Tire change		
Winch out		
Jump Start		
Additional fees/charges		
Optional/Value Add Services	Rate (specify)	Description of what is included in the service

- Quotation must be delivered on or before September 27th, 2023, at 2:00 PM (ET) to procurement@floriapoly.edu
- Any proposal not supported by the information requested in this RFQ, or not complying with this RFQ, may not be considered.
- This RFQ is part of an informal competitive procurement process, which helps serve the university’s best interests. The award will be made to the Respondent(s) whose proposal is most advantageous to the University.
- The university reserves the right to award multiple contracts.
- The University reserves the right, at the time of evaluation of any proposal to request any additional information that it deems necessary to make a decision on any proposed offer.
- The University reserves the right to reject all proposals after evaluation.
- This is a request for quote and the quotations furnished are not offers. If you cannot quote, please indicate on this form and return it to the above address. This request does not commit the university to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services.
- Successful Respondent(s) will be required to execute the University agreement.
- Successful Respondent(s) will be required to register in our vendor database.
- I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer as/on behalf of the Respondent:

Authorized Official (Print Name)	Phone No.	Signature:	Date:
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**DEPARTMENT OF UNIVERSITY PROCUREMENT
 NOTICE OF AWARD OF CONTRACT**

Supplier:
 Address:
 City, State; Zip:
 Phone #:
 Authorized Representative:
 Email:

Contract#:
 Date:
 Solicitation:
 Contract Period: Effective Date:
 Expires:
 Contract Manager:
 Email:
 Procurement Official:
 Email:

You are awarded this contract to furnish items or service(s) listed below as required by Florida Polytechnic University for use. This contract is awarded for an initial period of one (1) year, with the option to renew for four (4) additional years. Cancellation by either party upon 30 days written notice. This contract is in accordance with the terms, conditions and specifications contained in bid, all associated addenda, the response and under the general terms and conditions of the University: [Purchase Order Terms And Conditions](#) Florida Polytechnic University. No work shall be performed prior to the issuance of an official purchase order from Florida Polytechnic University.

Item No.	Description	Operating Hours	Unit	Unit Price	Total Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

X _____
 Supplier Authorized Representative Signature Title Date

X _____
 Florida Poly Authorized Contract Manager Title Date

X _____
 Director of Procurement Title Date

UNIVERSITY TERMS & CONDITIONS

The following terms and conditions apply to all Successful Respondents. By participating in this Competitive Solicitation process, Respondent agrees to be bound by the additional terms and conditions:

- 1) **Payment.** The Contractor will submit invoices for fees or other compensation for Goods/Services or expenses in detail sufficient for a proper pre- audit and post-audit.
 - a) Upon receipt, the University has five (5) business days to inspect and approve the goods or services.
 - b) The University will make payment in accordance with the University's Regulation, which states the Contractor's rights as a vendor and the University's responsibilities concerning interest penalties and time limits for payment of invoices.
 - c) If a payment is not issued within thirty (30) days of receipt of a proper invoice and receipt and inspection and approval of the goods and services, the University, upon a valid request, will pay to the Contractor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes, provided the interest penalty is in excess of one dollar (\$1.00). The interest will be calculated on the unpaid balance from the expiration of the 30-day period until such time as the payment is issued to the Contractor.
 - d) A Vendor Ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment from the University, may be contacted at 863 -874-8448.
- 2) **Cooperation on Audits and Investigations.** The Contractor must cooperate with the University and provide specific records and/or access to the Contractor's records related to the Agreement for the purpose of conducting an audit or investigation. The University will provide Contractor with reasonable notice of the need for such records or access.
- 3) **Travel Expenses.** Contractor will not charge the University for any travel expenses, meals, and lodging unless otherwise explicitly provided for in the Agreement, and upon the University's prior written approval of the expenses. Under such circumstances, Contractor is authorized to incur the agreed to travel expenses which will be payable by the University, but only to the extent permitted in Section 112.061, Florida Statutes. Contractor is responsible for any expenses more than these prescribed amounts.
- 4) **Taxes.** The University is a tax immune sovereign and exempt from the payment of sales, use, or excise taxes. The Contractor must pay all personal property taxes on leased equipment and all taxes based upon net income.
- 5) **Relationship of the Parties.** The Contractor is an independent contractor, and neither the Contractor nor the Contractor's employees, agents, or other representatives are the University's employees or agents. The Contractor may not use the University's name, trademarks, logos, or marks without the University's prior written approval. The Contractor assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of itself and of its subcontractors or persons otherwise acting or engaged to act at the instance of the Contractor in furtherance of its obligations under the Agreement.
- 6) **Background Checks.** Prior to any of Contractor's (or subcontractor's) employees or agents entering the University's campus or premises to perform work pursuant to the Agreement, Contractor must have conducted, and the employee or agent must have passed, a background check. In addition, if Contractor's (or subcontractor's) employee or agent is listed on the Florida or National Sex Offenders Registry, that employee or agent may not enter the University's campus or premises in furtherance of the Agreement.
- 7) **Parking.** The Contractor must ensure that all of Contractor's and Contractor'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 the University's Parking and Transportation Services Department. Contractor and Contractor's employees, agents and subcontractors must observe all parking rules. The failure to purchase parking permits and otherwise comply with all the University's parking rules could result in the ticketing and/or the towing of Contractor's or Contractor's employees', agents', and subcontractors' vehicles.

8) Contractor's Employment of Unauthorized Aliens. 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, the University may terminate the Agreement immediately upon notice to Contractor for Contractor's violation of this provision.

9) E-Verify. All terms defined in Section 448.095, Florida Statutes are adopted and incorporated into this provision. Pursuant to Section 448.095, Florida Statutes, Contractor certifies (Exhibit I) 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 new employees hired by the Contractor during the term of the Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Contractor must also require the subcontractor to comply with the requirements of Section 448.905, Florida Statutes. The subcontractor must provide to the Contractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with or to, any unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the Agreement. The University may terminate the Agreement immediately upon notice to Contractor for Contractor's violation of this provision.

10) Workers' Compensation. Contractor must have and maintain during the life of the Agreement, Workers' Compensation Insurance for all its employees connected with the work related to the Agreement. In the event any work related to the Agreement is sublet or subcontracted, the Contractor must require the subcontractor to provide Workers' Compensation Insurance for all the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under the Agreement is not protected under Workers' Compensation, the Contractor must provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

11) Equal Opportunity. The Contractor 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.

a) The Contractor will comply with the provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the Contract regardless of value. If the Contractor anticipates receiving \$10,000 in orders during the first 12 months of the Agreement, Contractor must complete the Certificate and Agreement of Non-Segregated Facilities (Exhibit II).

b) The Contractor will also comply with the Americans with Disabilities Act (ADA) of 1990, as revised.

c) If the Contractor anticipates receiving \$50,000 in orders during the first 12 months of the Agreement, and employs more than 50 people, the Contractor will complete and file prior to March 1 of each year a standard form 100 (EEO-1) and will maintain a written program for affirmative action compliance that is available for review upon the University's request.

12) Subcontractors. The Contractor is fully responsible for all work performed under the Agreement. The Contractor may, with the prior written consent of the University, enter into written subcontract(s) for performance of certain of its functions under the Agreement. The Contractor's subcontracts must not be implemented or effective until and unless approved in writing by the University. Contractor will fully notify any subcontractors of Contractor's responsibilities pursuant to the Agreement by providing language in the Contractor's subcontracts with subcontractors for work related to the Agreement. Contractor is solely responsible for all payments to its subcontractors. Contractor will require its subcontractors to provide proof of the required insurance coverage as well as proof of appropriate licenses before allowing the subcontractor to perform work related to the Agreement.

13) Small Business Minority Enterprise (SMBE) Reporting. In each invoice submitted to the University, the Contractor will report the following information for each SMBE used in the performance of the Agreement: The Name, Address, Type of Certification and Dollar amount paid for work related to the Agreement.

14) Covenant Against Commissions or Brokerage and Contingent Fees. Contractor warrants that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. In the event of Contractor's breach or violation of this warranty, the University has the right to terminate the

Agreement, without liability, and to deduct from any amounts otherwise payable to Contractor under the Agreement the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to the University under the Agreement, at law or in equity.

15) Insurance. Contractor will maintain, at its own expense, amounts of insurance as required in the Solicitation. If no insurance is mandated in the Solicitation, Contractor must at a minimum maintain insurance that covers the Contractor's exposure in performing the Agreement. The University is self-insured and is not required to obtain additional insurance for purposes of the Agreement.

16) Licensing Requirements. To the extent applicable, Contractor must have and maintain all appropriate licenses necessary to provide the Goods/Services related to the Agreement. Contractor must provide proof of such licenses to the University upon request.

17) Work for Hire. Any work specifically created for the University under the Agreement is considered "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") are and remain the property of the University, and, unless otherwise specifically set forth herein, are considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor (or subcontractor or agent) who created, produced, developed or fabricated the Materials hereunder assigns all of his/her/its right, title and interest in the Materials to the University.

a) The University owns all right, title and interest in the Materials. Contractor agrees upon request to take the necessary actions (and if necessary, ensure the Contractor's subcontractor or agent takes the necessary actions) to perfect the transfer of such title to the University.

b) The Materials must be to the University's satisfaction and are subject to the University's approval. Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials.

c) The University is entitled to return, at Contractor's expense, any Materials which the University deems to be unsatisfactory.

d) On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

e) The Contractor warrants that the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and that no third party will have any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties, or other payments.

18) Trademark or Copyright Infringement. The Contractor will, at its expense, defend any suit brought against the University and will indemnify the University against an award of damages and costs made against the University by settlement or final judgment of a court that is based on a claim that the use of the Contractor's product infringes a trademark or copyright of a third party; provided that the University notifies the Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that the Contractor is permitted to control the defense in any litigation or settlement of the suit. The University will provide reasonable cooperation in the defense of the suit at the Contractor's expense. Such defense and indemnity survive termination or expiration of the Agreement.

19) Confidentiality of Information.

a) The Contractor acknowledges and agrees that the following items are and remain confidential, proprietary, and the sole property of the University:

i) all documents, studies, materials, and information furnished to the Contractor by the University or the University's affiliates in connection with the Agreement, and

ii) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for the University in connection with the Agreement or which reflect any of the documents, studies, materials, or information furnished to the Contractor by the University (the materials described in this provision are collectively referred to as the "Information").

- b) The Contractor agrees that it will not use the Information, nor share the Information with its employees, except as necessary to the Contractor's performance under the Agreement, and the Contractor will always comply with all state and federal laws governing the use and/or safe keeping of confidential and/or personally identifiable information. The Contractor must not disclose Information to third parties unless it obtains the University's written consent to such disclosure.
- c) In the event the Contractor is required by subpoena or other judicial or administrative process or by law to disclose such records, the Contractor will:
 - i) provide the University with prompt notice thereof.
 - ii) consult with the University 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 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 the University in any attempt that the University may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records.
- d) Upon termination of the Agreement or upon request by the University, the Contractor will promptly return the Information to the University. Notwithstanding the foregoing, if the University will share or provide access to protected health information or "PHI" with the Contractor for the Contractor to perform the Agreement, the University and the Contractor will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the Agreement regarding the PHI (in lieu of this provision). This provision survives the termination or expiration of the Agreement.

20) Compliance with Public Records Law. The University is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and the University will respond to such public records request without any duty to give the Contractor prior notice. The University may unilaterally terminate the Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision survives termination or expiration of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (863) 874 -8412, ogc@floridapoly.edu, Florida Polytechnic University, Attention: General Counsel, 4700 Research Way, Lakeland, FL 33805.

- a) To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 11 9.0701, requiring Contractor to:
 - i) Keep and maintain public records required by the University to provide the Goods/Service.
 - ii) Upon request from the University, 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 or as otherwise provided by law.
 - iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the University.
 - iv) Upon completion of the Agreement contract, transfer, at no cost, to the University all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.
- b) The University may inspect the:

- i) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Agreement or the expenditure of state funds.
 - ii) The Contractor's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met.
 - iii) The Contractor must provide such records, papers, and documents requested by the University within ten (10) business days after the request is made.
 - iv) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
- c) The terms of this section 23 Compliance with Public Record Laws are material terms of the Agreement, and failure to comply may result in termination of the Agreement and/or civil penalties.

21) Termination.

- a) Termination for Cause. Either party may terminate the Agreement for cause by giving the other party thirty (30) calendar-days written notice and an opportunity to cure by setting forth with specificity the basis for the termination of the Agreement for cause. For purposes of the Agreement, "cause" means the failure by either party to: (i) provide the Goods/Services within the time specified in the Agreement; or (ii) adhere to any terms of the Agreement.
- b) Termination for Convenience. The Agreement may be terminated by the University for convenience by providing written notice to Contractor of such intent to terminate at least ten (10) days prior to the effective date of such termination.
- c) If the Agreement is terminated, the University is liable only for payment of Goods/Services received or rendered and accepted by the University prior to the date of termination.

22) Convicted Vendor List. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)).

23) Annual Appropriations. The State of Florida and the University's performance and obligation to pay under the Agreement are subject to and contingent upon sufficient appropriations by the Florida Legislature and other entities' allowance of the University to use such funds. In the event the entities controlling such funding fail to appropriate funds or to allow the University to use such funds, and the University has determined, in the University's sole discretion, that there are insufficient funds available to cover the University's obligation under the Agreement, the University may terminate the Agreement without damage, penalty, cost or further obligation. The University will give notice to the Contractor of the non-availability of funds when the University has knowledge thereof. Upon receipt of such notice by the Contractor, the Contractor is entitled to payment only for those Goods/Services performed and accepted by the University prior to the date such notice is received.

24) Waiver of Rights and Breaches. No right conferred on the University by the Agreement is deemed waived and no breach of the Agreement is excused unless such waiver of right or excuse of breach is in writing and signed by the University. The University's waiver of a right or excuse of breach does not constitute a waiver or excuse of any other right or breach.

25) Federal, State, Local Laws, and Regulations. The Contractor and any subcontractors must comply with all applicable laws, ordinances, and regulations.

26) Force Majeure. In the event compliance with any obligation under the Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation will be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section do not excuse either party's inability to fulfil its obligations hereunder because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, an act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

27) Lobbying. Contractor is prohibited from using funds provided under the Agreement for the purpose of lobbying the legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

- 28) Assignment/Modification of Agreement. The Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. The Agreement is binding upon the parties' successors and assigns.
- 29) Indemnification. The Contractor is responsible for its performance under the Agreement. The Contractor will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, the University 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 Contractor or Contractor's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the University premises in performance of the Agreement. This provision survives termination or expiration of the Agreement. The Contractor's obligations under this provision do not extend to any liability caused by the sole negligence of the University or its officers, agents, or employees.
- 30) Sovereign Immunity. Nothing in the Agreement is to be construed as an indemnification of the Contractor by the University or as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes.
- 31) Governing Law; Venue. The Agreement is governed by the laws of the State of Florida and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any disputes related to the Agreement will be governed by Florida law, and the Agreement is deemed to have been executed and entered in the State of Florida. Exclusive venue of any actions arising out of the Agreement will be in the courts in Polk County, Florida.
- 32) Use of Agreement by Other Governmental Agencies. At the option of the Contractor, the use of the Agreement may be extended to other governmental entities, including the State of Florida, its agencies, political subdivisions, counties, and cities, and any university in the State University System of Florida. Each such entity using the Agreement does so independently of the University and is solely responsible for its duties under its own agreement.
- 33) F.O.B. for Deliveries. For shipping and delivery of goods, shipping charges are included in the price of the goods and the shipped goods become the legal property and responsibility of the University only after the goods have been delivered and the University has inspected and accepted the goods; the Contractor is responsible for the goods until such time.