# Johnson University Florida, Inc.

# REQUEST FOR PROPOSAL (RFP) FOR MOLD REMEDIATION SERVICES

## CHAPMAN CENTER MOLD REMEDIATION PROJECT

Johnson University Florida, Inc. 1011 Bill Beck Blvd. Kissimmee, Florida 34744 Phone: (407) 847-8966 | Fax: (321) 206-2007 MElliott@johnsonu.edu

> RFP ID: FL002 Date: April 18, 2023

# REQUEST FOR PROPOSAL FOR MOLD REMEDIATION SERVICES JOHNSON UNIVERSITY CHAPMAN CENTER MOLD REMEDIATION PROJECT Kissimmee - Florida

RFP ID: FL002

**PROPOSAL SUBMISSION DEADLINE:** April 24, 2023, 6:00 PM **QUESTION SUBMISSION DEADLINE:** April 21, 2023, 5:00 PM

All Proposals shall be marked: Chapman Center Mold Remediation RFP FL002

A pre-bid inspection may be scheduled on or before Friday, April 21, 5:00 p. m., by contacting Dr. Marvin L. Elliott, at the address, phone number and/or email address set-forth below. Ouestions, however, may be submitted in written form to:

**Contact Name:** 

Marvin L. Elliott, Ed.D.

**Contact Address:** 

1011 Bill Beck Blvd. Kissimmee, Florida 34744

**Telephone Number:** 

407-847-8966

**Email Address:** 

MElliott@johnsonu.edu

#### **INTRODUCTION**

Johnson University Florida, Inc., a Florida nonprofit corporation (the "University"), invites and welcomes proposals for their Chapman Center Mold Remediation Project (RFP) from qualified, licensed, and responsible firms interested in providing the University with mold remediation services. The University is a Subrecipient of a federally funded subaward and grant administered by the Federal Emergency Management Agency ("FEMA") and the Florida Division of Emergency Management ("FDEM"). Based on your previous work experience, your firm has been selected to receive this RFP and is invited to submit a bid proposal. For other vendors this RFP is posted online on the University's Website at Johnson U. edu/MoldRFP, and published in The Osceola News-Gazette on Wednesday and Thursday April 19 and 20, 2023.

The University solicits bids from all qualified vendors. Minority business enterprises, small business enterprises, women business enterprises, and labor surplus area firms are encouraged to submit proposals. All vendors submitting proposals hereunder should be familiar with and must agree to comply with all contractual provisions required by FEMA/FDEM. Please take the time to carefully read and become familiar with the proposal requirements. All bid proposals submitted for consideration must be received by the time specified above under the "PROPOSAL SUBMISSION DEADLINE."

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S). NO EXCEPTIONS.

#### PROJECT AND LOCATION

The project associated with this RFP is located at <u>1011 Bill Beck Blvd</u>, <u>Kissimmee</u>, <u>Florida 34744</u>.

#### PROJECT MANAGER CONTACT INFORMATION

The following individual(s) are the assigned contacts for the University. For questions or information regarding Project Scope and Specifications or other details, contact:

Name: Marvin L. Elliott, Ed.D.

**Title:** Executive Vice President

**Phone:** 407-847-8966

**Fax:** 321-206-2007

Email: MElliott@johnsonu.edu

#### PROJECT SCOPE AND SPECIFICATIONS

#### The Project Scope and Specifications are:

Johnson University is requesting proposals for drywall removal and remediation of mold in the gymnasium, lobby, men's and women's restrooms, and two executive offices, located in Chapman Center, consisting of approximately 13,600 SqFt, 2,200 SqFt, 100 SqFt, 100SqFt, 150 SqFt, and 100 SqFt, respectively. Square footage calculations are the University's best estimates as of April 2023. The work must meet or exceed state and county building codes and regulations, including any and all applicable FEMA/FDEM and Environmental Protection Agency (EPA) requirements which are not subsumed under Osceola County code provisions and regulations. All work is to be performed in accordance with manufacturer specifications, industry standards, best work practices, and comply with all FEMA/FDEM/EPA requirements for mold remediation, following applicable standard operating procedures for mold remediation reflecting IICRC, NORMI, and/or NAERMC guidelines. All work is to be performed by skilled and qualified workmen in best practices of the trade, and in compliance with building regulations, and or government laws, statutes and ordinances. Hours of work: Monday through Sunday 8 A.M. to 8 P.M. local time.

Contractor is responsible for daily work area and jobsite cleanup and security.

#### Background Information:

The areas of the project are inside the Chapman Center and include the gymnasium, lobby, and four (4) smaller adjacent interior rooms. Damage to the roof of the Chapman Center sustained during Hurricane Ian allowed water to intrude through the roof and into the building, with the heaviest water damage resulting to the ceilings of the gymnasium in the center of the Chapman

Center and its lobby, which has largely resulted in mold infection and growth in the overhead ceiling drywall and possibly other concealed material above the drywall. <u>Appendix A</u> attached hereto provides more details on the layout of the gymnasium, lobby and four (4) rooms to be cleaned in this project. Please see the attached sketches of the Chapman Center gymnasium and the four (4) adjacent rooms.

#### Summary of work:

Inspect and remove all mold infected and damaged drywall or other mold infected material in Chapman Center as noted above. Properly dispose of damaged and infected building materials and contents. Remediate and treat all areas of mold infection with EPA registered antimicrobial and antifungal disinfectant. Utilize sufficient HEPA air purifiers, dehumidifiers, and HEPA vacuums as necessary to dry the premises and the mold infected areas, maintain proper air quality in the building, and prevent mold spore dispersal throughout the ventilation system. Treatment of the interior occupiable premises utilizing EPA registered bioremedial and antifungal solution applied with electrostatic spraying technique to mitigate against the proliferation of microorganisms through a process of sanitation. Treatment and cleansing of the air in the internal occupiable premises. Provide adequate and proper containment and content treatment techniques to prevent reinfection or spread of microbial growth. The mold remediation work to be performed hereunder does not include any rebuild portion of the structure.

#### **WARRANTY:**

In additional to the assignment of the warranty(ies) on the products and techniques used by the Contractor during its remediation process, the Contractor shall warrant that the mold remediation services are performed in accordance with the written industry guidelines under BSI/IICRC S520. Said warranty shall be no less than the standard industry warranty covering the Contractor's mold remediation, treatments, workmanship, labor and materials and shall be for a period of not less than five (5) years from the date of initial project completion and shall cover labor and materials, or said warranty shall be subject to negotiation between the University and the Bidder/Contractor.

<u>Contract</u>: The contract shall be for sixty (70) days from the date of the award or within the time schedule established in the notice to proceed issued by the University. The Contractor shall provide all necessary permits and shall pass any and all required inspections.

#### SCHEDULED TIMELINE

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

PROPOSAL SUBMISSION DEADLINE: Monday, April 24, 2023, 6:00 PM QUESTION SUBMISSION DEADLINE: Friday, April 21, 2023, 5:00 PM AWARD TO BE MADE: Tuesday, April 25, 2023, 5:00 PM COMMENCEMENT OF PROJECT: As soon as practical following award and execution of contract, time being of the essence.

#### PROPOSAL BIDDING REQUIREMENTS

#### PROJECT PROPOSAL EXPECTATIONS

The University shall award the contract to the proposal that best accommodates the various project requirements. The University reserves the right to: (i) award any contract prior to the proposal deadline or prior to the receipt of all proposals, (ii) award the contract to more than one bidder, (iii) refuse any proposal or contract, and (iv) negotiate with the selected proposer/bidder the exact terms and conditions of the contract, any mutually-agreed upon modifications will be later incorporated into the contract between the University and the successful Contractor.

#### **DEADLINE TO SUBMIT PROPOSAL**

All proposals must be received by the University in writing or via email no later than 6:00 PM on Monday, April 24, 2023, for consideration in the project proposal selection process.

All proposals must be accompanied by fully completed and executed copies of Schedules A, B, C and D. All proposals/documents delivered in hard copy by hand delivery or U.S. Mail shall be addressed and delivered to: **Dr. Marvin L. Elliott, 1011 Bill Beck Blvd., Kissimmee, Florida 34744**.

All proposals/documents submitted by email shall be submitted to: MElliott@johnsonu.edu. The proposer/bidder should understand that there are risks associated with submitting an emailed proposal. Those proposers who deliver submissions via email do so at their own risk. The University takes no responsibility for any emailed proposal that:

- does not arrive on time;
- is rejected; or
- contains corrupted electronic files.

Do not assume that your email has been received. If a confirmation email is not received shortly after sending the email, contact Dr. Marvin Elliott to confirm whether or not the submission was received. In addition, send the emailed submission with a delivery receipt request.

#### PROPOSAL SUBMISSION FORMAT and REQUIREMENTS

The following is a list of information that the Bidder should include in their proposal submission:

#### Summary of Bidder (Contractor) Background

- 1. Bidder's Name(s)
- 2. Bidder's Address
- 3. Bidder's Contact Information (and preferred method of communication)
- 4. Legal Formation of Bidder (e.g. sole proprietor, partnership, corporation)
- 5. Description of Bidder's company in terms of size, range and types of services offered and clientele.
- 6. Bidder's Federal Employee Identification Number (FEIN)

- 7. Evidence of legal authority to conduct business in Florida (*e.g.* business license number), including copy of necessary certifications and licenses required by the State of Florida and Osceola County.
- 8. Evidence of established track record for providing services and/or deliverables that are the subject of this proposal or detailed description of experience with this type of work. Specifically note any previous FEMA/FDEM projects, work performance or contracts, including contract amount(s), type of services performed and location.
- 9. All subcontracting intentions must be clearly represented. Provide the name(s), address(es), company information and business license number(s) of all subcontractors, if any, to be used in connection with the project.
- 10. Include additional remarks/comments the company wishes to make to elaborate their proposal.
- 11. State the date on which the proposer/bidder can commence work along with an expected completion date.

#### **Financial Information and Status**

- State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of reorganization under the bankruptcy code.
- State whether the Bidder or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body.
- State whether the Bidder is familiar with the required FEMA/FDEM contact terms includable in any contract between the University and the Bidder/contractor.
- The Bidder is required to submit supporting documentation indicating that it has the financial and human resources to conduct this project.

#### **Equipment or Service**

- List any equipment or services required of a subcontractor, along with a brief explanation.
- List any accommodation, services, or space required from the University, along with a brief explanation.
- The Contractor is responsible for all supervision, labor, materials, supplies, and equipment to execute all services discussed in this RFP. Work shall be performed in a professional and timely manner. The Contractor may not use any of the University's equipment or personnel except as specifically provided for in this RFP.

#### Cost Proposal Summary and Breakdown

- A detailed list of any and all expected costs or expenses related to the proposed project.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

#### Licensing and Bonding

• Provide details of licenses and bonds (if any) for any proposed services that the proposer/bidder may plan on providing for this project.

#### Insurance Coverage and Limits at a minimum

- Worker's Compensation to apply to all employees for statutory limits in compliance with applicable state and federal law.
- Business auto policy or similar form shall have minimal limits of \$1MM per occurrence combined single limit for bodily injury and property damage liability. This shall include owned, hired and non-owned vehicles used on the site or in connection therewith.
- Commercial General Liability or similar form shall have minimum limits of \$2MM per occurrence combined single limit for personal injury, bodily injury and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, contractual liability and broad form property damage endorsement. Cover for the hazards of collapse and property damage must also be included when applicable to the work to be performed.
- In addition to submitting a completed Attachment D, each proposer/bidder must include a copy of the proposer's current certificate of insurance for professional liability.
- The University must be shown as Additional Insured as respected liability.
- All insurance carriers must be *rated A* or better in the Best Guide.
- Thirty (30) days *Notice of Cancellation* on all policies is required.
- Attach all Insurance Certificates to the bid proposal.

#### References from current/past clients

Provide reference names, addresses and phone numbers of current clients who can be contacted by the University for discussion of services provided to that client. Provide contact information of at least two (2) references (and description of work performed, if applicable).

#### PROPOSAL SELECTION CRITERIA

#### Each proposal should include the following for consideration:

Cost of Materials and labor
Overhead
Total project cost
Criteria and specifications for the project
Products recommended for the project and manner of installation

#### The University will evaluate proposals based on the following criteria:

#### <u>Criteria</u>

#### Max. Points

Qualifications/Company experience - 30 points

References - 10 points

Contractor's ability to complete the work within the time required by the University - Capacity to perform -20 points

Proposal professionalism and quality -10 points

Overall proposed cost of services – 30 points

- A. Only those proposals received by the stated deadline will be considered. Proposers/Bidders shall include all supporting documentation they want considered with their proposal. All proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted proposal. The proposal received will be evaluated and ranked to the above criteria and using a scoring system.
- B. The University will review and evaluate each proposer's proposal, including qualifications to perform, ability to complete the work within the time required by the University, and other criteria as set-forth above. The University shall be the sole judge as to evaluation and ranking of proposals. Based on the responses, evaluation and ranking, the University shall then select the most qualified proposer/bidder. Interviews may be conducted with selected proposers at a time to be determined by the University.
- C. The University reserves the right to cancel, suspend, and/or discontinue any proposal at any time, without obligation or notice to the proposing bidder.
- D. The Contractor shall state in writing that the staff and equipment designated for the Chapman Center project shall not be assigned to any other client or project until the Chapman project is completed.
- E. The Contractor's Project Manager shall be onsite for the entire duration of the project and shall direct all work by the Contractor. If the Contractor's Project Manager needs to leave the site for any period of time, another competent Manager or Supervisor shall be appointed.
- F. The University will provide instructions for the successful Contractor to get Contractor Identification for all mold remediation staff. The mold remediation staff must wear clothing or some other means that immediately identifies the individual as working for the Contractor. The University has a food and drink policy which restricts consumption of food and beverages, except in designated areas. The Contractor is not exempt from this rule. In addition, no smoking or loud radios are allowed at the project site (inside Chapman Center).
- G. While at any University location, Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests, standard rules, and regulations of the University communicated to Contractor regarding personal and professional conduct, including without limitation any security or privacy requirements, and shall otherwise conduct themselves in a businesslike manner.

- H. The University reserves the right to require the immediate removal or dismissal of any of the Contractor's staff if it is in the University's best judgment that their presence is not in the best interest of the University or the project.
- I. If other Contractors are working onsite, the Contractor shall cooperate in coordinating with the other Contractors to ensure that all Contractors are able to perform their assigned tasks.
- J. <u>Pre-Cost Bid/Proposer/Contractor Tour</u>: The potential Contractor is strongly encouraged to make arrangements with the University to tour Chapman Center before bidding.
- K. <u>Pre-Performance Conference</u>: The successful Contractor will want to review with the University the detailed plans for the project far enough in advance of the planned start date so that any potential problems may be corrected early.
- L. <u>Prior Conditions</u>: The University will schedule a pre-project and after-project walkthrough of the building with the Contractor to inspect the building for damage.
- M. <u>Site Cleanliness</u>: The Contractor will be responsible for the prompt removal of trash generated by the project at the end of each work day. Trash generated from the mold remediation will be properly bagged, sealed and disposed. Trash disposal is the responsibility of the Contractor. The Contractor is responsible for final site cleanup at the end of the project. If the Contractors do not maintain cleanliness to the University's satisfaction, the University will arrange to have the site cleaned and will deduct the charges from the amount owed to the Contractor.
- N. <u>Contractor's Responsibility for Assessment</u>: The Contractor shall be responsible for assessment of the Extent and Difficulty of the Work. All and any plans provided are the best available, but may not necessarily reflect current conditions in the designated spaces, and are subject to change. Square footage calculations are the University's best estimates as of April 2023. The Contractor has full responsibility for properly estimating the difficulties and the cost of performing services required by the RFP and will not be excused from that responsibility, nor will the University pay any extra charges associated with the Contractor's failure to become acquainted with all information concerning the services to be performed.

#### **ADDITIONAL PROVISIONS:**

- 1. No verbal or written information obtained through this RFP or its addenda shall be binding on the University.
- 2. The University reserves the right to reject any and all proposals and to request clarification of information from any proposer/bidder. The University is not obligated to enter into contract on the basis of any proposal submitted in response to this document.

- 3. Prior to the final selection, proposers/bidders may be required to submit additional information which the University may deem necessary to further evaluate the proposer's qualifications.
- 4. The University will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 5. The University is under no obligation to award this contract to the proposer/bidder offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals.
- 6. Proposers may find instances where they must take exception with certain requirements or specifications of this RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the University, a description of the advantage to be gained or disadvantages to be incurred by the University as a result of these exceptions.
- 7. Proposer/bidder, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including reasonable attorney's fees, and otherwise hold harmless the University, its employees, and agents from any liability of any nature or kind in regard to or in connection with the delivery of services contemplated hereunder.
- 8. All proposals, responses, inquiries, correspondence relating to, or in reference to this RFP, and all reports, charts and other documentation submitted by proposers shall become the property of the University as and when received.

#### **ATTACHMENTS**

All attachments to this RFP are incorporated as if set out fully herein.

- 1. Attachment A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Certification required of both contractor and any subcontractors involved in the Project.
- 2. Attachment B Certification Regarding Lobbying.
- 3. Attachment C Non-Collusion Affidavit.
- 4. Attachment D Insurance Coverages

#### APPENDIX "A"

#### Attachment A

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Contractor certifies, to the best of its knowledge and belief, that neither the firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position of management responsibility or responsibility for the administration of federal funds:

- 1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or state department or agency;
- 2. Has within a five-year period preceding entering into this Agreement had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default;
- 3. Is presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 4.(a) below; or
- 4. Has within a five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or a contract under a public transaction, or (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Contractor understands and agrees that the language of this certification must be included in the contract documents at all tiers (including contracts, subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors must certify and disclose accordingly.

The Contractor further certifies that is shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by an federal or state department or agency. The Contractor further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Dated this day of April, 2023.		
	Print Name of Contractor	
	Ву:	
	Authorized Signature for Contractor	
	Print Name and Title	

#### Attachment B **Certification Regarding Lobbying**

#### 44 CFR PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor,	any. In addition, the Contractor understands and
Signature of Subrecipient/contractor's Authorized Official	<del></del>
Name and Title of Subrecipient/contractor's Authorized Official	·
Date	

#### Attachment C

#### NON-COLLUSION AFFIDAVIT

\_being duly sworn, deposes and says that as follows:

(Name of Person Making Statement)	
(1) He is [owner, partner, officer, repr the bidder that has submitted the attached bi	d; (Name of Company/Bidder)
(2) That he is duly informed respecting all pertinent circumstances respecting such bi	g the preparation and contents of the attached bid and of d;
(3) Such bid is genuine and is not a co	llusive or sham bid;
employees or parties in interest, including this agreed, directly or indirectly with any other bit connection with the bid or contract for which bidding in connection with such contract, or hagreement or collusion or communication or or price or prices in the attached bid or of any other bidder connivance or unlawful agreement any advanthe proposed contract; and  (5) That the price or prices quoted in the proposed contract.	ny of its officers, partners, owners, agents, representatives affiant, has in any way colluded, conspired, connived or idder, firm or person to submit a collusive or sham bid in the attached bid has been submitted or to refrain from has in any manner, directly or indirectly, sought by conference with any other bidder, firm or person to fix the ther bidder, or to fix any overhead, profit or cost element her, or to secure through any collusion, conspiracy, tage against Johnson University or any person interested in the attached bid are fair and proper and are not tainted by wful agreement on the part of the bidder or any of its parties in interest, including this affiant.
	Signature of Affiant Print Name:
STATE OF FLORIDA ) COUNTY OF OSCEOLA )	
	me by means of □ physical presence or □ online (name of person making statement).
Personally Known $\square$ OR Produced Identificati	on   Type of Identification Produced:
ro. II	Signature of Notary Public Printed Name:
[Seal]	My Commission Expires:

### Attachment D

INSURANCE COVERAGES	LIMITS	NAME OF COMPANY
1.0 Workers Compensation		AMPA-1
2.0 Employers Liability		
3.0 General Liabilities		1
4.0 Automobile Liability	· · · · · · · · · · · · · · · · · · ·	***************************************
5.0 Ind. Contractor Liability		
6.0 Personal Injury		
7.0 Professional Liability	The state of the s	

lease provide a contact person and phone number for each type of insurance carried by your firm	۱.	
PROPOSER'S STATEMENT		
I understand the insurance requirements and will comply in full if awarded the contract.		
Signature) (Date)		
	_	
lame (Printed or Typed)		

# APPENDIX "A"





