

FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
PURCHASING DEPARTMENT

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**Florida School for
the Deaf & the Blind**

Do More. Be More. Achieve More.

REQUEST FOR PROPOSAL (RFP)

INTERNAL AUDITING SERVICES

RFP-17-084

Commodity Code Number

84111600 - Audit services

84111603 - Internal audits

November 15, 2017

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SECTION 1 – INTRODUCTION

1.1 Introduction to the Procurement

Established in 1885 and authorized by §1002.36, Florida Statutes, The Florida School for the Deaf and the Blind (FSDB), is a fully accredited state public school and outreach center available tuition-free to eligible Pre-K and K-12 deaf/hard of hearing or blind/visually impaired students, including meals, boarding, transportation and other services. Comprehensive educational services at FSDB are individualized, specific to the unique communication and accessibility needs of each student to develop independence and lifelong success.

FSDB is promulgating this solicitation for the specified services to result in Contractual Agreement and intends to adhere to all applicable laws, rules, and regulations to ensure an open and fair process. This solicitation is designed to obtain a qualified vendor who demonstrates an ability to provide the goods or services stipulated in this solicitation in an equitable and economical manner. Any entity, organization, company, or person interested in submitting a reply must comply with any and all of the terms and conditions described in this Competitive Solicitation. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses according to the instructions. Respondents are responsible for being aware of the contents of this solicitation and the existence of updates, amendments, clarifications, modifications, and changes published to FSDB's Solicitation web page located at: <http://www.fsd.k12.fl.us/index.php/services/competitive-solicitations/>.

1.2 Statement of Purpose

This Request for Proposals (RFP) is being issued by FSDB to obtain competitive responses from qualified firms (hereinafter referred to as Respondents or Vendors), consistent with the requirements outlined in this solicitation, to perform internal audit services reporting directly to the Board of Trustees.

1.3 Term of the Agreement

The anticipated start date of the contract resulting from this solicitation is **July 1, 2018**. The contract shall end on **June 30, 2019**. FSDB and the Contractor may renew the Contract for up to four (4) additional years, in increments of one or more years, under the terms and conditions set forth in the contract and pursuant to the provisions of §287.057(13), F.S.. The renewal may be divided into increments or may be for a complete term. Such renewal shall be made by mutual agreement, accomplished at no cost to FSDB, contingent upon satisfactory performance evaluations as determined by FSDB, and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

1.4 Contact Person: Procurement Manager & Procurement Officer

This solicitation is issued by the State of Florida, Florida School for the Deaf and the Blind. The sole contact point for all communication regarding this solicitation is the Procurement Officer, then the Procurement Manager:

1. Charles Meyers, Contract Administrator & Procurement Officer, 904-827-2294, meyersc@fsdb.k12.fl.us
2. Susan Bright, Director of Purchasing & Procurement Manager, 904-827-2356, bright@s@fsdb.k12.fl.us

Mailing Address:

The Florida School for the Deaf and the Blind
Attention: Charles Meyers, Contract Administrator
Building #28, Purchasing Department
207 North San Marco Avenue
St. Augustine, FL. 32084

All contact with the Procurement Manager or Procurement Officer shall be in writing via electronic mail, U.S. Mail, or other common courier. No facsimiles or telephone calls will be accepted for any reason.

1.5 Definitions

The definitions found in §60A-1.001, F.A.C. shall apply to this solicitation. Additional terms are also defined in Appendix A, General Terms & Conditions and relevant applicable statutes.

1.6 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority Business Enterprises, and Florida Certified Veterans Business Enterprises are encouraged to submit proposals in response to this solicitation and to participate in any conferences, proceedings, and pre-solicitation or pre-proposal meetings which are scheduled. All Vendors shall be accorded fair and equal treatment.

1.7 Special Accommodations

Any person with a qualified disability requiring special accommodations at the pre-submission conference and/or response opening shall contact the Purchasing Director at (904) 827-2356 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD).

SECTION 2 – PROCESS

2.1 General Overview of the Process

Replies that meet the Mandatory Requirements of this solicitation and are otherwise responsive will be eligible for evaluation. Responsive Vendors will be evaluated and ranked and a Short List of Vendors selected for negotiation will be posted to the VBS. Oral presentations by Vendors may be permitted as part of the shortlisting process. Following negotiations with shortlisted Vendors, FSDB will post a notice of intended contract award, identifying the Vendor selected for award.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the solicitation

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on FSDB's website and the Florida Vendor Bid System (VBS).

VBS website located at: http://www.myflorida.com/apps/vbs/vbs_main_menu. In order to find postings:

1. Click on Search Advertisements.
2. Under "Agency" select "Florida School for the Deaf and Blind".
3. Scroll down to the bottom of the screen and click on "Advertisement Search."

FSDB's Solicitation website located at: <http://www.fsdb.k12.fl.us/index.php/services/competitive-solicitations/>. In order to find postings:

1. Click on "Current FSDB Competitive Solicitations".
2. Navigate to individual Solicitation folders.
3. Download the Solicitation Document(s).

It is the responsibility of prospective Vendors to check the FSDB website and the VBS for addenda, notices of decisions, and other information or clarifications to this solicitation.

2.2.2 Public Records

All electronic and written communications pertaining to this solicitation, whether sent from or received by FSDB, are subject to the Florida public records laws. **Section 4.4** addresses the submission of trade secret and other information exempted from public inspection.

2.3 Protests and Disputes

2.3.1 Time Limits for Filing Protests

Any person who is adversely affected by the decision or intended decision made by FSDB pursuant to this solicitation shall file with FSDB a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the notice of decision, or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

2.3.2 Protests of Terms, Conditions and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking replies, awarding contracts, or modifying or amending any contract,

the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term “the solicitation” includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

2.3.3 Protest Bond Requirement

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post a bond equal to one percent of FSDB’s estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, FSDB shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to §120.57(3), F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.** In lieu of a bond FSDB may accept a cashier’s check, official bank check, or money order in the amount of the bond.

2.3.4 Filing a Protest

A notice of protest, formal protest, and bond are “filed”, when received by the contact person listed herein. Filing may be achieved by hand- delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to FSDB’s contact person shall remain the responsibility of the protestor and the risk of non- receipt or delayed receipt shall be upon the protestor. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

2.4 Limitations on Contacting FSDB Personnel and Others

2.4.1 General Limitation

Prospective Vendors or persons acting on their behalf **may not contact**, between the release of this solicitation and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following FSDB’s posting of the notice of intended award, **FSDB personnel or any employee or officer of the executive or legislative branch** concerning any aspect of this solicitation, **except in writing to the contact person identified herein** or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective Vendor, or an existing or prospective subcontractor to a prospective Vendor is assumed to be on behalf of a prospective Vendor unless otherwise shown. As part of a response to an FSDB request for additional or clarifying information pursuant to matters regarding potential conflicts of interest, or inspection, or an FSDB investigation, Vendor representatives may communicate directly with other FSDB personnel or consultants identified by the Procurement Manager or Procurement Officer for such purposes. **Violation of the provisions this section may be grounds for rejecting a reply, if determined by FSDB to be material in nature.**

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2.5 Schedule of Events and Deadlines

All times in the event schedule are local times for the Eastern time zone. Although FSDB may choose to use additional means of publicizing the results of this solicitation, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

Schedule of Events and Deadlines				
ACTIVITY	DATE	TIME (EASTERN)	ADDRESS	SECTION REFERENCE
Solicitation advertised and released	11/15/2017		http://www.myflorida.com/apps/vbs/vbs_main_menu	2.2.1
Solicitation released on FSDB website	11/15/2017		http://www.fsdb.k12.fl.us/index.php/services/competitive-solicitations	2.2.1
Advertisement Period Close	1/1/2018			
Written questions and/or requests for clarification due	1/4/2018	10:00AM	meyersc@fsdb.k12.fl.us	2.8
Answers Issued as Addendum	1/9/2018		http://www.fsdb.k12.fl.us/index.php/services/competitive-solicitations	2.8
Qualifications Submission Deadline	1/16/2018	1:45PM	207 N. San Marco Ave. Attn: Charles Meyers, Purchasing/Warehouse, St. Augustine, FL 32084	
Qualifications Opening	1/16/2018	2:00PM	207 N. San Marco Ave. Moore Hall CLD, St. Augustine, FL 32084	
Committee Review - Shortlist Development	1/17/2018			5.1.2
Invitation to Interview/Present (Short-List)	1/22/2018			5.1.2
Interview/Presentation/Committee Review Period Begins	1/30/2018	As scheduled		5.1 / 5.2
Interview/Presentation/Committee Review Period Ends	2/2/2018	As scheduled		5.1 / 5.2
BOT Approval	2/23/2018			
Results Notification	2/26/2018			5.3
Intent to Award Advertisement Open	2/26/2018			5.3.6
Intent to Award Advertisement Close	3/1/2018			
Agreement Draft, Review, Execution	3/1/2018			
Contract term begins*	7/1/2018			

*Or date of execution, whichever is later

2.6 Notice of Intent to Submit a Reply

Vendors who are interested in responding to this solicitation are encouraged to send a Notice of Intent to Submit a Reply to the Procurement Officer. Submission of a Notice of Intent is **not** a pre-requisite for acceptance of replies from prospective Vendors.

2.7 Mandatory Pre-Response Meeting

There will not be a mandatory pre-response meeting for this solicitation.

2.8 Written Questions

Prospective Vendor questions will only be accepted if submitted in writing to the Procurement Officer via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in the **Schedule of Events and Deadlines**. No questions will be accepted by facsimile or telephone or after the specified deadline.

Copies of the responses to all inquiries, and clarifications or addenda if made to the solicitation, will be made available by the date and time specified in the **Schedule of Events and Deadlines** in writing by amendment pursuant to §287.057(2), F.S. through electronic posting on FSDB's website and the VBS website.

Potential respondents shall not contact any other employee of FSDB or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the VBS and FSDB website for new or changing information. FSDB

shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by FSDB's Procurement Officer or Procurement Manager. Questions submitted to FSDB shall not constitute formal protest of the specifications or of the solicitation.

2.9 Receipt of Replies

2.9.1 Reply Deadline

Replies must be received by FSDB no later than the date and time and at the address provided in the **Schedule of Events and Deadlines**. Time of arrival for hand delivered responses shall be determined by the time of arrival at the FSDB Campus Police Security Check Point. Time of arrival for responses delivered by mail or courier shall be determined by the time of receipt by the FSDB Campus Mail Room. All methods of delivery or transmittal to FSDB's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective Vendor.

2.9.2 Binding Replies

By submitting a reply, each Vendor agrees that its reply shall remain a valid offer for at least 90 days after the reply opening date and that, in the event the contract award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest. Any response that expresses a shorter duration may, in FSDB's sole discretion, be accepted or rejected.

2.9.3 Bid Bond Not Required

A bid bond or equivalent security is **not** required in order to submit a reply to this solicitation.

2.9.4 Payment and Performance Bond Is Not Required

A payment and performance bond is **not** required for this contract and submission of evidence of the Vendor's ability to do so is **not** required in order to submit a reply to this solicitation.

2.9.5 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon FSDB unless and until FSDB initiates negotiations or requests supplemental replies. FSDB reserves the right to identify and correct minor irregularities as provided herein, but is under no obligation to do so.

2.9.6 Receipt Statement

Replies that are not received at the specified address, by the specified date and time, or not marked as instructed will be rejected and will not be opened or returned by FSDB but will be retained for use in the event of a dispute.

2.10 Oral Presentations as Part of Evaluation

FSDB reserves the right to schedule oral presentations by prospective Vendors submitting replies as part of the evaluation process. FSDB will record all oral presentations. **Oral presentations by Vendors are not open to the public pursuant to the exemption provided by §286.0113, F.S.**

2.11 Request to Withdraw Reply

A written request to withdraw a reply, signed by the Vendor, may be considered if received by FSDB within 72 hours after the reply opening date and time as specified in the **Schedule of Events and Deadlines** above. A request received in accordance with this provision may be granted by FSDB upon proof of the impossibility to perform based upon an obvious Vendor error.

2.12 Cost of Preparation of Reply

By submitting a reply, a Vendor agrees that FSDB is not liable for any costs incurred by the Vendor in responding to this solicitation.

2.13 Terms and Conditions

FSDB objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.14 Conflict of Interest

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

2.15 Convicted Vendors

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid/proposal on a contract to provide any goods or services to a public entity;
- submitting a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in §287.017, F.S.

2.16 Discriminatory Vendors

An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not:

- submit a bid/proposal on a contract to provide any goods or services to a public entity;
- submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work;
- submit a bid/proposal on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.17 Respondent's Representation and Authorization

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit a written explanation).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority;
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract;
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract;
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response;
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening;
- The respondent has fully informed FSDB in writing of all convictions of the firm, its affiliates (as defined in §287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company;
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception;
 - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions;
 - If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with FSDB;
 - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response;
 - The respondent shall indemnify, defend, and hold harmless FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its response;
 - All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the response. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

2.18 Manufacturer's Name and Approved Equivalents

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With FSDB's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. FSDB shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.19 Performance Qualifications

FSDB reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, FSDB shall consider all information or evidence which is gathered or comes to the attention of FSDB which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by FSDB, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If FSDB determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, FSDB may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon FSDB to make an investigation either before or after award of the Contract, but should FSDB elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.20 Public Opening

Responses shall be opened on the date and time as specified in the **Schedule of Events and Deadlines**. Respondents may attend, but are not required to attend. FSDB may choose not to announce prices or release other materials pursuant to §119.071(1)(b), F.S. Any person requiring a special accommodation because of a disability should contact the Contract Administrator at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact FSDB by using the Florida Relay Service at (800) 955-8771 (TDD).

2.21 Notification and Advertisement

Notification and advertisement is conducted pursuant to §255.0525, F.S. and may include but not be limited to: the Florida Administrative Register, Onvia's DemandStar, FSDB Website, the My Florida Market Place Vendor Bid System, and additional notifications and advertisements at the discretion of FSDB or as required by law.

2.22 Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date indicated on the Timeline, FSDB shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with FSDB a notice of protest within 72 hours after the electronic posting. FSDB shall not provide tabulations or notices of award by telephone.

2.23 Contract Formation

FSDB shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and FSDB until FSDB signs the Contract. FSDB shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.24 Contract Overlap

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes FSDB to eliminate duplication between agreements in the manner FSDB deems to be in its best interest.

2.25 Public Records

Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and §119.011, F.S., provides a broad definition of a public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. FSDB is not responsible for releasing information to the public that has not been segregated and marked.

2.26 Truth-In-Negotiation

The successful firm may be required to execute a Truth-In-Negotiation Certificate pursuant to §287.055, F.S.

2.27 No Discrimination

The successful firm shall not discriminate against any person in accordance with federal, state, or local law.

2.28 FSDB's Reserved Rights

2.28.1 Waiver of Minor Irregularities

FSDB reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this solicitation which does not affect the price of the reply or give the Vendor a substantial advantage over other Vendors and thereby restrict or stifle competition and does not adversely impact the interest of FSDB. At its option, FSDB may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, FSDB may request the Vendor provide clarifying information or additional materials to correct the minor irregularity. However, FSDB will not request and the Vendor shall not provide additional materials that affect the price of the proposal, or give the Vendor an advantage or benefit not enjoyed by other Vendors.

2.28.2 Right to Inspect, Investigate, and Rely on Information

In ranking replies for selection or negotiation and in making a final selection, FSDB reserves the right to inspect a Vendor's facilities and operations, to investigate any Vendor representations, and to rely on information about a Vendor in FSDB's records or known to its personnel.



2.28.3 Rejection of All Replies

FSDB reserves the right to reject all replies at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.

2.28.4 Withdrawal of solicitation

FSDB reserves the right to withdraw the solicitation at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.

2.28.5 Reserved Rights After Notice of Award

2.28.5.1 FSDB reserves the right to schedule additional negotiation sessions with Vendors identified in the posting of a Notice of Award in order to establish final terms and conditions for contracts with those Vendors.

2.28.5.2 FSDB reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any Vendor at any time prior to execution of a contract.

2.28.6 Other Reserved Rights

FSDB reserves all rights described elsewhere in this solicitation.

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SECTION 3 – SPECIFICATIONS

3.1 Funding Limits

Services sought under this solicitation are limited by the availability of funds.

3.2 Minimum Specifications

3.2.1 Provide direction for, supervise, coordinate, and perform internal audits, investigations, and management reviews relating to the programs and operations of FSDB with the following objectives:

- 3.2.1.1 Examine and present findings for FSDB's determination of the adequacy and effectiveness of FSDB's system of internal control.
- 3.2.1.2 Examine and present findings for FSDB's determination of the adequacy and effectiveness of FSDB's quality of performance in carrying out assigned responsibilities.
- 3.2.1.3 Examine and present findings regarding the operating effectiveness of control environment affecting reliability and integrity of information.
- 3.2.1.4 Provide observations and recommendations on compliance with policies, plans, procedures, laws, and regulations.
- 3.2.1.5 Provide observations and recommendations on the safeguarding of assets.
- 3.2.1.6 Provide observations and recommendations on the economical and efficient use of resources.
- 3.2.1.7 Provide observations and recommendations on the accomplishment of established objectives and goals for operations and programs.

3.2.2 Attend all meetings of the Board and FSDB identified Committee Meetings.

3.2.3 Meet with individual Board members, Board committees, or FSDB staff as required to answer questions about audit reports, observations and recommendations, and to discuss assignments.

3.2.4 Conduct periodic risk assessments at the direction of and based on input from FSDB staff or the Board.

3.2.5 Prepare and submit for FSDB approval long-term and annual audit plans to include planning the audit, collecting, analyzing, interpreting, and documenting information to support audit results, communicating results to FSDB personnel, and following up with FSDB personnel to ascertain that appropriate action is taken on reported audit findings.

3.2.6 Conduct, review, and coordinate other activities carried out or financed by FSDB for the purpose of promoting economy and efficiency in the administration of, or preventing and detecting fraud and abuse in, its programs and operations.

3.2.7 Facilitate coordination and cooperation between FSDB, the Auditor General, federal auditors, and other governmental bodies with a view toward avoiding duplication of effort.

3.2.8 Prepare the FSDB financial statement in preparation for audit by the Auditor General.

3.2.9 Review, as appropriate, FSDB procedures for monitoring rules and operating policies and procedures relating to the programs and operations of FSDB and present findings concerning their effectiveness.

3.2.10 Keep the Board informed about the progress of remediation related to prior Board or FSDB actions concerning fraud, abuses, and deficiencies relating to programs and operations administered or financed by FSDB.

3.3 Vendor Registration in MyFloridaMarketPlace

In order to be paid, each Vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under [Rule 60A-1.031\(3\)](#), F.A.C. If the Vendor is already registered in MyFloridaMarketPlace prior to submitting a reply, the Vendor may include a signed Certificate of Registration. Vendors who are not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply, however, proof of registration or exemption must be provided prior to execution of a contract, if any.

3.4 Performance Bond Is Not Required Prior to Contract Execution

The selected Vendor is not required to submit a payment and performance bond, irrevocable letter of credit or cashier's check prior to contract execution.

SECTION 4 – INSTRUCTIONS FOR RESPONDING

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Officer or Procurement Manager by the deadline and at the address set forth in the **Schedule of Events and Deadlines**. The Vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Officer or Procurement Manager. Late replies will not be evaluated.

4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the Vendor, not required by FSDB, must comply with the requirements of this section and must be received by the deadline specified in the **Schedule of Events and Deadlines**.

4.1.4 Number of Copies Required

A complete reply consists of the following:

4.1.4.1 **one** original Reply;

4.1.4.2 **five** copies of the Reply;

4.1.4.3 **one** electronic version of the reply, identical to the hard copies formatted as specified herein;

4.1.4.4 **one** electronic version of the reply, with signatures, EIN, and confidential information redacted, formatted as specified herein.

The original Reply submitted to FSDB must contain an original signature of an official who is authorized to bind the Vendor to their reply.

4.1.5 Replies to be in Sealed Envelopes

The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate sealed mailing container. The label provided must be securely affixed to the lower left-hand corner of the package.

4.2 Content of the Reply

FSDB has established certain mandatory requirements which must be included as a part of any submitted proposal. The use of "shall", "must", or "will" (except to indicate simple futurity) in this SOLICITATION and its appendices and accompanying documents indicates a mandatory requirement or condition. The words "should" or "may" in this SOLICITATION indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable may not by itself cause rejection of a proposal. The right is reserved to determine which Respondents have met the basic requirements of this RFP, and to determine whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept bids which deviated in minor or technical fashion is also reserved. Only those Respondents who have met the mandatory requirements of this SOLICITATION will be considered; any Respondent who has not done so will be rejected. The right is reserved to reject any or all bids. Failure to meet any contractual obligations may result in cancellation of any award.

Each response should be prepared simply and economically providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, promotional material, etc. are not desired.

Additional information submitted after the response document or separate from the response document will not be considered unless specifically requested by FSDB and then only to the extent requested.

Each response shall provide the information below and should use the tab numbers and order indicated below.

4.2.1 Title Page

The first page of the Reply shall be a Title Page that contains the following information:

- 4.2.1.1 Project Name and Solicitation number;
- 4.2.1.2 Vendor's name, address, and federal tax identification number;
- 4.2.1.3 Narrative about the history of the firm, including date of inception, ownership structure, and number of employees;
- 4.2.1.4 Name, title, address, e-mail address, and telephone number of person who can respond to inquiries regarding the reply; and
- 4.2.1.5 Name, title, address, e-mail address, and telephone number of person who will sign a contract, if awarded.

4.2.2 TAB 1: Required Vendor's Statements and Certifications

4.2.2.1 Registrations and Licenses

The reply must include copies of applicable Florida business licenses, professional registration certificates, proof of My Florida Market Place registration, and Substitute W-9 submission.

4.2.2.2 Insurance

The reply must include a certificate of insurance outlining the limits of insurance coverage for errors, omissions, and professional liability.

4.2.2.3 Peer Review Policies

The reply must include a statement describing peer review policies and procedures currently in effect.

4.2.2.4 Appendix Documents "C" through "G"

- APPENDIX C – Receipt of Addendum Form
- APPENDIX D – Identical Tie Bids Statement
- APPENDIX E – Public Entity Crimes Sworn Statement
- APPENDIX F – Affidavit of Compliance with Minority Business Participation
- APPENDIX G – Notice to Contractors

4.2.2.5 Bid Bond Not Required

A bid bond is not required to accompany the reply.

4.2.2.6 Evidence of Ability to Provide Payment and Performance Bond Is Not Required

Evidence of the Vendor's ability to provide a payment and performance bond prior to contract execution, and for the duration of the contract, is not required to accompany the reply.

4.2.3 TAB 2: Qualifications & Services Questionnaire

- 4.2.3.1 The Respondent shall complete and submit the Qualifications Questionnaire attached hereto as Appendix H; and
- 4.2.3.2 The Respondent shall submit the Services Questionnaire attached hereto as Appendix I. When completing the questionnaire, the Respondent should give clear, concise, quantifiable replies to all questions, restating each question in bold face type and using no smaller than 11 point font, with its response directly below. The length of the response is at the discretion of the Respondent; however, responses are expected to be brief, to contain full and fair disclosure of essential elements, and should not be redundant or contain references to an appendix or attachment. Tables and graphs are exempt from the font requirement, but must be readable.

4.2.4 TAB 3: Vendor's Qualifications

4.2.4.1 Current and Previous Business with State Agencies

The reply must include a comprehensive list of all state of Florida agencies with which the Vendor has a contract or has had a contract with in the past five years. The list must include the following information about each contract:

- 4.2.4.1.1 Name of the contracting state agency and the applicable office or program issuing the contract;
- 4.2.4.1.2 Contract name and number;
- 4.2.4.1.3 Starting and ending dates;
- 4.2.4.1.4 Total contract amount;
- 4.2.4.1.5 A brief description of the purpose of the contract and the types of services provided under the contract; and
- 4.2.4.1.6 Name and contact information of the Contract Manager.

4.2.4.2 Qualifications and Experience

The Reply must describe the background, experience, knowledge, skills and accomplishments of the Vendor and the individuals or subcontractors who will be assigned to this project.

The Reply must describe the Vendor's experience in implementing similar services as specifically contemplated in this solicitation. Experience shown should be work done by the individuals who will be assigned to this project as well as the overall experience of the Vendor. The Reply must state whether the Vendor was the prime contractor or a subcontractor and should provide a detailed description of any work to be subcontracted with information describing the qualifications and relevant experience of any proposed subcontractors.

In determining Vendor capability, FSDB may consider any information or evidence which comes to its attention and which reflects upon a Vendor's capability to fully perform the contract requirements or the Vendor's demonstration of the level of integrity and reliability which FSDB determines to be required to assure performance of the contract.

4.2.4.3 Personnel. The Reply must describe the Vendor's proposed staffing, including:

- 4.2.4.3.1 The number of full-time equivalents (FTEs) and type of staff necessary to accomplish all of the tasks and other responsibilities under this solicitation and a distinction between staff members and subcontracted positions. Describe the rationale for the numbers and types of staff to be used. Provide information about specific training staff will receive including job-specific training. If this is a new project and staff are to be hired, provide a timetable for hiring and training.
- 4.2.4.3.2 The Reply must include a job description for each staff position, including: specific job functions; minimum educational, training, and experience requirements; salary range; and identify individual(s) responsible for supervision and performance evaluations. Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under the resulting contract.
- 4.2.4.3.3 The Reply must describe the specific experience of the main person(s) performing the day-to-day activities outlined in the solicitation.

4.2.4.4 Organizational Chart. The Reply must include a project organizational chart that shows the proposed project's relationship within the overall organization's structure, supervisory staff within the organization that will have direct supervision over the proposed project and personnel and subcontractors working directly for the project. Provide the names of the members of the Board of Directors.

4.2.5 TAB 4: Regulatory Restrictions, Litigation, and Conflicts of Interest

Each Respondent **must** state the following:

- 4.2.5.1 Whether or not there are any past or pending regulatory restrictions, consent orders, stipulations or litigation to which the Respondent, any subcontractor, any related entity of the Respondent or any subcontractor, or any of their principals, owners, directors or officers, has ever been a party that would affect its or their ability to provide the required services or which alleges any unfair, illegal or unethical business practice. If so, a detailed description of each must be provided.
- 4.2.5.2 Whether or not any officers, principals, owners, directors and all proposed contract employees of the Respondent or any subcontractor that will provide services related to this product have been convicted of, or have plead guilty or nolo contendere to, any felony, regardless of whether adjudication of guilt was withheld. If so, a detailed description of each incident must be included.
- 4.2.5.3 Whether or not any penalties, fines or liquidated damages have been imposed against the Respondent, any subcontractors or any related entity of the Respondent or any subcontractor, including without limitation thereto, those associated with any contract for services entered into by the Respondent, any subcontractor, or any related entity of the Respondent or any subcontractor, within the past five (5) years. If so, a detailed description of each such incident, including the amount of the penalty, fine, or liquidated damages imposed, must be included in the response.
- 4.2.5.4 Whether or not the Respondent or any subcontractor has ever been involved in any litigation with any State Agency. If so, a detailed description of each lawsuit must be provided.
- 4.2.5.5 Whether or not the Respondent or any Related Entity has ever been contacted by any regulatory body (federal, state or industry) regarding any potentially illegal, non-compliant, unethical or improper activities involving the Respondent, any Related Entity, or any of the employees of the Respondent or any Related Entity. If so, a detailed description must be provided that indicates whether your firm or any Related Entity conducted an investigation of those matters.
- 4.2.5.6 That the Respondent has not been placed on the convicted vendor list and that it will comply with the provisions of s. 287.133, F.S. Section 287.133(2)(a), F.S., which provides:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- 4.2.5.7 That the Respondent has not been placed on the discriminatory vendor list and that it will comply with the provisions of s. 287.134, F.S. which provides that:

"An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

4.2.5.8 Pursuant to the provisions of Chapter 112, F.S., Respondents must disclose with their responses the name of any officer, director, or agent who is also an employee of the State of Florida, FSDB, or any State agency. Respondents must disclose the name of any state employee who owns, directly or indirectly, interest of five percent or more in the Respondent.

4.2.6 TAB 5: Financial Stability

To demonstrate financial stability, the Vendor must submit the following audit and financial information. The copies must include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the Vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted. A newly created entity shall submit the requested financial reports from collaborative partners.

4.2.6.1 Complete copies of its audited financial reports for the past three (3) years, or such other evidence which clearly indicates its financial history, current financial strength, and capital adequacy to provide the services required in this RFP.

4.2.6.2 Most recent SSAE 16 audit report. Respondents should provide an explanation for any deficiencies noted in the audit report. If no SSAE 16 audit report has been completed in the preceding two years, Respondent shall provide an explanation for why no SSAE 16 audit report was prepared.

4.3 Reply Format

4.3.1 Replies to be Thorough

Only responses that meet the mandatory requirements of this SOLICITATION will be considered. At its discretion, FSDB may request supplemental responses from the Respondents. All other supplemental responses are prohibited.

4.3.2 Reply Clarity Essential

Vendors are advised that FSDB's ability to conduct a thorough review of replies is dependent on the Vendor's ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Vendor.

4.3.3 Replies to be Concise

The Reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the Vendor's capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content. The terms "shall", "will" and "must" used within the solicitation identify items that are required to be submitted as part of the reply. A failure to comply with the submission of a required item may result in the reply being rejected at FSDB's discretion.

4.3.4 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The original and each copy of the reply must be bound and the front of each clearly labeled with the following:

4.3.4.1 Title of the Reply;

4.3.4.2 Solicitation number;

4.3.4.3 Vendor's name; and

4.3.4.4 Identification of the enclosed document (the original reply must be clearly marked as such and copies identified and numbered as copy #1, copy #2, etc.).

The Reply must contain the elements detailed in **Sections 4.2**, in the order listed therein.

4.3.5 Electronic Copy Format

The required electronic format of the Reply must be on a USB Thumb Drive. The software used to produce the electronic files must be unprotected Adobe portable document format ("pdf"), version 6.0 or higher. Replies must be

able to be opened and viewed by FSDB utilizing Adobe Acrobat, version 9.0. The electronic copies shall not be password protected and must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non "original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted, FSDB reserves the right, at its sole discretion, to reject the entire reply.

4.3.6 References to Separately Bound Material

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. FSDB's evaluators will not be responsible for searching for relevant reference material.

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

All materials submitted in reply to this solicitation become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

4.4.2 Replies and Other Submissions Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to §119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor's reply or other submittal to this solicitation will be waived upon opening of the reply or other submittal by FSDB, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor's reply or other submittal outside of the separately bound document described below.

4.4.3 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate file, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, solicitation No. – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.4.4 Vendor's Duty to Respond to Public Records Requests

In response to any notice by FSDB that a public records request received by FSDB encompasses any portion of the separately bound part of the Vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide FSDB with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted



copy and justification in response to the notice of a public records request, FSDB is authorized to produce the records sought without any redaction.

4.4.5 FSDB Not Obligated to Defend Vendor Claims

FSDB is not obligated to agree with the Vendor's claim of exemption and, by submitting a reply or other submission, the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorneys' fees and costs, FSDB for any and all claims and litigation (including litigation initiated by FSDB) arising from or relating to Vendor's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Provider's redaction.

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SECTION 5 – THE SELECTION METHODOLOGY

The SOLICITATION process is divided into two (2) phases, the Evaluation Phase and the Interview Phase. The Evaluation Phase involves FSDB's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this RFP. FSDB will then select Respondents within a competitive range ("shortlist") and commence Interviews. FSDB reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents for Interview or change the method of Interview, if it determines that to do either would be in the best interest of FSDB. A Respondent will be deemed responsive unless determined to be nonresponsive as defined in this document.

In the Interview Phase, FSDB may request oral presentations, supplemental and/or revised replies, sample work product and/or best and final offers based on the Interviews. Following Interviews, FSDB will post a notice of intended contract award, identifying the Respondent that provides the best value to FSDB.

5.1 Evaluation Phase

Only responses that meet the mandatory requirements of this SOLICITATION will be considered by FSDB. Responses will be independently evaluated by an evaluation team ("Evaluation Team") on the basis of written responses to this SOLICITATION and additional written information as requested. Responses will be evaluated in three steps as follows:

- ✓ Step 1 – Evaluation of Mandatory Requirements of Responses
- ✓ Step 2 – Evaluation of Responses
- ✓ Step 3 – Ranking of Respondents for Interview

FSDB reserves the right to determine which responses meet the mandatory requirements of this RFP, and whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept responses which deviated in minor or technical fashion is also reserved.

5.1.1 Step 1 – Evaluation of Mandatory Requirements of Responses

The evaluation process will begin with a review of the mandatory requirements as set forth in the RFP. Any response that does not meet the mandatory requirements of the SOLICITATION will be rejected. No points will be awarded in this evaluation step. A Vendor must comply with all Mandatory Requirements in order to be considered for selection under this solicitation.

5.1.1.1 The Procurement Manager or Procurement Officer will examine each reply to determine whether the reply meets the Mandatory Requirements. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

5.1.1.2 Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the evaluation process.

5.1.1.3 An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.1.2 Step 2 – Evaluation of Responses and Interviews

All replies that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated. FSDB will seek to negotiate a contract with the Respondent(s) that submits the best responsive proposal. Responsive Respondents will be independently evaluated by each member of the Evaluation Team and points will be awarded in the following areas for a maximum total of **100 points** per evaluator:

Phase 1 - Evaluations:

5.1.2.1 **Minority Business Enterprises (MBE):** It is the practice of Florida School for the Deaf and the Blind to encourage the maximum participation of Minority Business Enterprises (MBE) in its contract awards, based upon availability. Provide a letter and appropriate supporting documentation of MBE participation. An objective evaluation will be conducted and a **maximum of rating of 5** will be awarded based on the following:

RATING	MBE Participation
5	State of Florida Certified MBE business (submit documentation)
4	Eligible for Florida MBE certification ¹ , but not certified (submit affidavit)
3	Ineligible firm with three MBE certified sub-consultant firms contracted (submit documentation & affidavit)
2	Ineligible firm with two MBE certified sub-consultant firms contracted (submit documentation & affidavit)
1	Ineligible firm with one MBE certified sub-consultant firm contracted (submit documentation & affidavit)
0	Ineligible firm, or insufficient/no documentation submitted supporting higher rating

Regardless of rating, the firm selected to provide services shall be required to make all efforts reasonably necessary to ensure that Minority-Owned Business Enterprises have a full and fair opportunity to compete for performance on projects. The Contractor shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of work under this contract.

5.1.2.2 Past Performance: The past performance of each applicant will be subjectively evaluated and a relative rating assigned. Past performance data on file with FSDB will be considered only for the past three years as of July 1 of the current year, except in cases where no performance data is on file for the applicant’s firm in which case the references of the applicant will be evaluated. Members of the Interview Committee may take into consideration their own personal knowledge of a firm’s past performance, but this must be documented in the selection file. **A grading range of 0-15 is used.**

5.1.2.3 Experience, and Ability: The past performance and relative experience of all professionals proposed for use on the team in the planning, design and administration of the project, the abilities and qualifications of the applicant and proposed staff as related to the project’s specific requirements, and their ability to accomplish the project. The past performance, relative experience and qualification of each applicant’s proposed team, with respect to the project scope, will be subjectively evaluated utilizing a **grading range of 0-20.**

Phase 2 - Interviews:

Based on the published ratings, the three firms with the highest scores will be invited to present oral interviews. Based on the needs of FSDB and in the best interest of the State of Florida, the Interview Committee may at its discretion decide to interview more than three firms. The Interview Committee will review and assess the previous rating evaluations of each firm and subjectively rate each firm in the following additional categories:

5.1.2.4 Cost, Approach, and Methodology: Proposed costs will be subjectively evaluated against how the applicant and any outside consultants will approach the project and the methods they will use to plan, design, and administer the project and a relative rating assigned. **A grading range of 0-30 is used.**

5.1.2.5 Understanding of the Program and Project Requirements: The understanding that the applicant and any outside consultants, demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project and in preparing for the interviews. **Grading range is 0-30.**

5.1.3 Step 3 – Ranking of Respondents for Interview

5.1.3.1 Scoring by Evaluators

FSDB’s evaluators will evaluate each reply in accordance with the criteria and methodology provided in the Rating Sheets. FSDB reserves the right to change the evaluators in its sole discretion.

¹ In accordance with the Eligibility Requirements promulgated by the State of Florida Department of Management Services and found at: http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements

5.1.3.2 **Ranking by Procurement Manager or Procurement Officer**

The Procurement Manager or Procurement Officer will collect the evaluation forms, aggregate the scores, and present the aggregated and individual scores to the Interview Committee chair for final verification and selection. This ranking will serve as the recommended ranking of FSDB's evaluators.

5.1.3.3 **Recommendation of the Procurement Manager or Procurement Officer**

After developing the recommended ranking, the Procurement Manager or Procurement Officer will provide to the President or designee a report on replies deemed nonresponsive and, as to those deemed responsive, the recommended ranking of the evaluators, along with a recommendation for selection of Vendors for Interview (the Short List), which may include a recommendation that one or more otherwise responsive replies be deemed ineligible for award.

5.1.3.4 **Determination of Ranking**

The President or designee will approve a ranking of all responsive Vendors and the short list of Vendors selected for Interview taking into consideration the recommended ranking by FSDB's evaluators and the report and recommendation of the Procurement Manager or Procurement Officer. No scoring by the President or designee will be required in arriving at this selection. The ranking by the evaluators shall serve as a recommendation only. The President or designee will also make a determination as to whether to deem one or more Vendors ineligible for award due to the qualifications of the Vendor or the quality of the reply.

5.1.3.5 **Selection and Posting of Qualified Vendors for Interviews ("Short List")**

Upon approval of a ranking and short list of Vendors selected for Interviews by the President or designee, FSDB will post the short list on the FSDB website. Unless otherwise provided in the posting of the ranking and short list of Vendors selected for Interview by the President or designee, no presumption of preference or merit in the Interview process or for contract award shall arise from the evaluators' scores, the ranking, or the order of Vendors listed in such posting.

5.2 **Interview Process for Final Selection**

FSDB intends to initially negotiate concurrently with up to three of the highest-ranked Vendors on the short list approved by the President or designee. However, FSDB reserves the right, after posting notice thereof, to expand the short list to include additional responsive Vendors for Interview or change the method of Interview (e.g., concurrent versus by order of ranking), if it determines that to do either would be in the best interest of the State. Vendors invited to negotiate will receive additional information which will include the trial balances for all the funds and the FSDB organizational chart for 2016-2017 and may be required to prepare the financial statements from the provided trial balances.

5.2.1 **Cost Proposal and Supplemental Replies**

FSDB will require a Cost Proposal for the Interview Phase and reserves the right to require shortlisted Vendors to submit a supplemental reply or other submission prior to conducting Interviews. Notice of such requirement will be posted on the FSDB website.

5.2.2 **Oral Presentations as Part of Interviews**

FSDB reserves the right to schedule oral presentations by prospective Vendors submitting replies as part of the evaluation process. Notice of such presentations will be posted on the FSDB website. FSDB will record all oral presentations.

Oral presentations by Vendors are not open to the public pursuant to the exemption provided by §286.0113(2)(b), F.S.

5.2.3 **Goal of Interviews**

The Interview process is intended to enable FSDB to determine whether and with whom it will contract and to establish the principle terms and conditions of such contract. There may be additional Interviews to finalize all terms and conditions of the contract after a notice of selection is posted.

5.2.4 FSDB Retains Discretion

After the initial Interview session with the successful Vendor(s), in its sole discretion, FSDB shall determine whether to hold additional Interview sessions and with which Vendor(s) it will negotiate.

5.2.5 Other FSDB Rights During Interviews

FSDB reserves the right at any time during the Interview process to:

- 5.2.5.1 Schedule additional negotiating sessions with any or all responsive Vendors;
- 5.2.5.2 Require any or all responsive Vendors to provide additional or revised replies and detailed written proposals addressing specified topics;
- 5.2.5.3 Require any or all responsive Vendors to provide a written best and final offer;
- 5.2.5.4 Require any or all responsive Vendors to address services, prices, or conditions offered by any other Vendor;
- 5.2.5.5 Pursue a contract with one or more responsive Vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- 5.2.5.6 Pursue the division of contracts between responsive Vendors by type of service or geographic area, or both;
- 5.2.5.7 Arrive at an agreement with any responsive Vendor, finalize principal contract terms with such Vendor and terminate Interviews with any or all other Vendors, regardless of the status of or scheduled Interviews with such other Vendors;
- 5.2.5.8 Decline to conduct further Interviews with any Vendor;
- 5.2.5.9 Reopen Interviews with any Vendor;
- 5.2.5.10 Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or Interview where necessary and consistent with the terms of this solicitation.
- 5.2.5.11 Review and rely on relevant information contained in the replies received; and
- 5.2.5.12 Review and rely on relevant portions of the evaluations conducted.

FSDB has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Vendor or Vendors affected and whether to provide concurrent public notice of such decision.

5.2.6 Interview Meetings Not Open to Public

Interviews between FSDB and Vendors are exempted from being held as public meetings by §286.0113(2)(a), F.S.

The initial organizational meeting of the Interview team and the final meeting of the Interview team to develop a recommendation for award are open to the public. Interview strategy meetings of FSDB's Interview team are exempted by §286.0113(2)(a), F.S. FSDB will record all meetings of FSDB's Interview team.

5.3 Final Selection and Notice of Intent to Award Contract

5.3.1 Award Selection

FSDB will select for award of the contract the responsive Vendor or Vendors as determined by the President or designee and approved by the Board of Trustees to provide the best value to the State based on the selection criteria contained herein.

5.3.2 FSDB's Right to Rely on Replies and Evaluations

FSDB reserves the right to review and rely on relevant information contained in the replies received and relevant portions of the evaluations conducted.

5.3.3 FSDB's Interview Team Recommendation

FSDB's Interview Team will develop a recommendation to the President as to the award that will provide the best value to the State based on the selection criteria. In so doing, the Interview Team is not required to score the Vendors,

but will base its recommendation on the criteria set forth herein. The Procurement Manager or Procurement Officer will prepare a report to the President or designee regarding the recommendation of the Interview Team. The evaluation of the Interview team shall serve as a recommendation only.

5.3.4 Board of Trustees Approval

The President shall submit the selection to The Board of Trustees for approval of an award that will provide the best value to the State, based on the selection criteria herein, taking into consideration the recommended award by the Interview Team. In so doing, the President or designee is not required to score the Vendors, but will base his or her decision on the criteria set forth above. If the President or designee determines that two or more replies most advantageous to the State are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, F.A.C. and §295.187, F.S.

5.3.5 FSDB's Reserved Rights

FSDB reserves the right to:

- 5.3.5.1 Select one or more Vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- 5.3.5.2 Divide the work among Vendors by type of service or geographic area, or both;
- 5.3.5.3 Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- 5.3.5.4 Post a notice of withdrawal of award in the event that the successful Vendor fails to execute a contract or defaults in performance. In such event, FSDB reserves the right to re-procure services in accordance with Rule 60A-1.006(3) F.A.C.

5.3.6 Posting Notice of Award

FSDB will post a Notice of Intent to Award Contract, stating its intent to enter into one or more contracts with the Vendor or Vendors identified therein, on the VBS and FSDB websites. Any Interviews to finalize terms and conditions of the contract after such notice will involve a FSDB designee and not FSDB's Interview team, although members of the team may assist the designee in such Interviews.

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APPENDIX A – General Terms & Conditions and Sample Contract

APPENDIX A-1 – Attachment A–General Conditions for Contracts
APPENDIX A-2 – Attachment B–General Conditions for Competitive Solicitations
APPENDIX A-3 – Sample Contract²

² Note that FSDB reserves the right to modify existing language and to consider additional proposed language by the Respondent as it may arise from the solicitation process. The contract between FSDB and the selected Respondent shall include the Solicitation Document and its specifications, written questions and answers by FSDB, and the response to this Solicitation provided by the Respondent selected. Accordingly, the Respondent selected will be contractually bound by all aspects of the contract, including its response.



THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

ATTACHMENT A GENERAL CONDITIONS FOR CONTRACTS (revised September 2016)

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SECTION 1 – GENERAL PROVISIONS

Article 1.1. Definitions

The definitions contained in §60A-1.001, F.A.C. shall apply to this agreement. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (1) **AGREEMENT:** means the legally enforceable agreement that results from a successful solicitation and is this Contract signed by FSDB and the Contractor, to which these General Conditions for Contracts together with all the annexes referred to herein are attached (AGREEMENT and CONTRACT may be used interchangeably);
- (2) **AND:** Means "or" and the word "or" means "and" wherever the contents of the contract or its purpose so requires.
- (3) **APPLICABLE LAW:** means the laws and any other instruments having the force of law governing this Contract;
- (4) **AUTHORIZED REPRESENTATIVE:** means the person(s) authorized to represent a Party in the execution of the Contract;
- (5) **CONFIDENTIAL INFORMATION:** means any and all information regarding each Party's affairs or business or method of carrying out business, and any other materials or information created or developed by either Party in connection with this Contract or otherwise, may be subject to public disclosure per §119, F.S.;
- (6) **CONTRACT MANAGER:** The authorized designee who shall manage assigned contracts in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Contract Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.
- (7) **CONTRACT:** means the legally enforceable agreement that results from a successful solicitation and is this Contract signed by FSDB and the Contractor, to which these General Conditions for Contracts together with all the annexes referred to herein are attached (CONTRACT and AGREEMENT may be used interchangeably);
- (8) **CONTRACT PRICE:** means the maximum amount to be paid by FSDB to the Contractor for the performance of the Services as per the provisions of this Contract;
- (9) **CONTRACTOR:** means the party entering into the Contract with FSDB (company, consortium of companies, organization, individual expert or group of individual experts);
- (10) **FORCE MAJEURE:** means any event beyond the reasonable control of the Parties, which by the exercise of due diligence neither Party is able to overcome and which makes a Party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances;
- (11) **FSDB:** means The Florida School for the Deaf and the Blind;
- (12) **GC:** means the General Conditions for Contracts, attached as Attachment A to this Contract;
- (13) **PARTY:** means FSDB or the Contractor, as the case may be, and "PARTIES" means both of them;
- (14) **PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or capacity, whether appointed by a court or others and any combination of individuals.
- (15) **PROJECT MANAGER:** The authorized designee who shall manage assigned projects in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Project Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work, as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.
- (16) **SERVICES or SCOPE OF SERVICES:** means the activities to be performed by the Contractor pursuant to this Contract;
- (17) **SPECIAL CONDITIONS (SC):** means the Special Conditions by which these General Conditions are supplemented and/or amended;
- (18) **SUB-CONTRACTOR:** means any entity to which the Contractor entrusts the performance of any part of the Services in accordance with the provisions of this Contract, but not including one who merely furnishes material.
- (19) **SUPPLEMENTAL INSTRUCTION:** Instructions issued by the Project Manager to make minor changes in the work not affecting cost or time, and consistent with the purpose of the work.
- (20) **WORK:** means any and all of the labor or materials or both, equipment, transportation, or other facilities, documents, and deliverables of any kind produced in whatever format as part and result of the Services necessary to complete the contract.
- (21) **WRITTEN NOTICE:** shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or to an office of the corporation for whom it is intended; or if delivered at or sent by mail, to the business address shown in the bid or contract.
- (22) **GENDER NEUTRAL:** Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender and a pronoun in the feminine gender shall be considered as including the masculine gender, unless the context clearly indicates otherwise.

Article 1.2. Applicable Law

This Contract will be subject to and interpreted by the Laws of the State of Florida. All applicable Statutes, Laws, Rules, Regulations, and Standards are hereby incorporated by reference.

Article 1.3. Engagement of the Contractor

FSDB agrees to engage the Contractor and the Contractor agrees to perform the services set forth in the Contract. The Contractor understands and agrees that all services contracted for are to be performed solely by the Contractor and may not be subcontracted for or assigned without prior written consent of FSDB.

Article 1.4. Communication between Parties

Any notice, request or consent made, required, permitted or given under this Contract shall be in

writing and shall be deemed duly given or made when delivered by hand, mail, facsimile, or electronic mail to the Authorized Representative of the Party to whom the communication is addressed, at the coordinates specified in the Contract or otherwise communicated in writing by either Party.

Article 1.5. Authorization to do Business in the State of Florida

- (1) All Contractors doing business with the State of Florida for the sale of commodities or contractual services as defined in §287.012, Florida Statutes are required to have a substitute W-9 on file with the State and register online with the My Florida Marketplace (MFMP) E-procurement system in order to become certified with FSDB, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
- (2) Registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketplace.com/>. For additional information or questions, the Contractor should contact the MFMP customer service help desk at 1-866-FLA-EPRO (1-866-352-3776).
- (3) Registration must take place prior to execution of the Contract.

Article 1.6. Entire Agreement

The agreement between the PARTIES concerning the subject matter hereof consists of the Contract, this Attachment A – General Conditions for Contracts (GC), and all other amendments, attachments, and exhibits referenced herein. These documents are complementary, and what is called for by any one shall be binding as if called by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. In the event there is any inconsistency between the provisions of the Contract and the provisions of any other attachment or exhibit, the provisions of the Contract shall govern and control. The Contract and all other attachments and exhibits referenced herein or in the document may be referred to collectively as the "Contract." The Contract represents the total and complete agreement of the PARTIES relating to the subject matter of the Contract. This Contract supersedes any prior or contemporaneous written or oral agreements or representations relating to the subject matter of the Contract. No purported modification of the Contract shall be valid or binding on either party unless such modification is contained in a document executed by both parties.

Article 1.7. Modification of the Contract

Any modification of this AGREEMENT, including extension of the end date, must be made and agreed to by both FSDB and the Contractor in writing prior to the ending date of the AGREEMENT.

Article 1.8. Renewal of the Contract

- (1) This Contract may be renewed for successive one (1) year terms for a total period that may not exceed three (3) years or the original term of this Contract, whichever is longer upon written notice by FSDB and written acceptance by Contractor prior to the Expiration Date.
- (2) The RENEWAL PRICE shall be that specified in the PROPOSAL together with any modifications made to this Contract.
- (3) Costs for renewal may not be charged.
- (4) Renewals shall be contingent upon FSDB's satisfactory performance evaluations of the Contractor.
- (5) If the term of the Contract is for a period in excess of one fiscal year, in accordance with §287.0582, F.S., the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- (6) Exceptional purchase contracts pursuant to §287.057(3) (a) and (c), Florida Statutes, may not be renewed.

Article 1.9. Termination of the Contract

- (1) **Termination Based on Breach.** FSDB may terminate the Agreement if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the FSDB. The rights and remedies of the FSDB in this clause are in addition to any other rights and remedies provided by law or under the Agreement.
- (2) **Termination Based on Convenience.** FSDB, by written notice to the Contractor, may terminate the Agreement in whole or in part when the FSDB determines in its sole discretion that it is in the FSDB's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- (3) **Other Termination.** The employment of unauthorized aliens by any contractor is considered a violation for §274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.
- (4) If Contractor terminates this Agreement or if FSDB terminates this Agreement for breach, Contractor shall not receive any payment for any services. Furthermore, Contractor will be liable for difference in the increased cost, if any, FSDB would incur for similar services from another person.
- (5) Under no event shall FSDB be required to pay Contractor any fees should this Agreement be terminated for any reason.
- (6) In the case of termination of this contract before completion, from any cause whatsoever, Contractor, if notified to do so by FSDB shall promptly remove any part or all of his equipment and supplies from any property interest of FSDB failing which, FSDB will have the right to remove such equipment and supplies at the expense of Contractor.

Article 1.10. Severability

If any of the provisions of this Contract is found by a court of competent jurisdiction to be void or unenforceable then that provision shall be deemed to be deleted from this Contract and the remaining provisions of this Contract shall continue in full force and effect.

Article 1.11. Effectiveness of the Contract

The Contract comes into effect upon signature by both Parties and shall be in full force until the Services have been completed and the obligations of the Parties fulfilled.

Article 1.12. Authorized Representatives

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party and hereto have caused this Contract to be executed in several counterparts, each of which shall be deemed an original, as of the date of execution.

Article 1.13. All Terms and Conditions Included

This Contract and its attachments as referenced contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or Contracts, either verbal or written between the parties. If any terms or provisions of the Contract are found illegal or unenforceable, the remainder of the Contract shall remain in full force and effect and the terms of provisions shall be stricken.

Article 1.14. Non-waiver of Defaults

Failure of FSDB to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default. FSDB shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No waiver of any term, provision, condition or covenant of this Contract by FSDB shall be deemed to imply or constitute a further waiver by FSDB of any other term, provision, condition or covenant of this Contract. No payment by FSDB shall be deemed a waiver of any default hereunder.

Article 1.15. Replacement Contract

In order to conform the original agreement to current laws and conditions a replacement contract may be established as required for these services prior to the expiration of this contract. The replacement contract shall supersede and cause early termination of this contract.

Article 1.16. Immunities

No provision of this Contract shall be understood as an express or implicit waiver of the privileges and immunities to which the Parties are entitled.

Article 1.17. Public Records

- (1) The Contractor shall comply with the public records laws of the State of Florida, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by FSDB in order to perform the services in this AGREEMENT.
 - (b) Provide the public with access to public records on the same terms and conditions that FSDB would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to FSDB all public records in possession of CONTRACTOR upon termination of this AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FSDB in a format that is compatible with the information technology systems of FSDB.
 - (e) The Contractor acknowledges its responsibility under Title 34, Part 19, Code of Federal Regulations; 20 United States Code, 1232g; §1002.22, Florida Statutes; and OPP 10.35 Challenge to Student Education Records; pertaining to privacy of all records that contain student information.
 - (f) All responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- (2) CONTRACTOR shall notify FSDB, in writing, within three (3) days after receiving a public records request pursuant to Chapter 119, Florida Statutes.
- (3) In accordance with §287.058(1)(c), Florida Statutes, FSDB may unilaterally cancel this AGREEMENT for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this AGREEMENT, unless the records are exempt from Section 24(a) of Article I of the Constitution of the State of Florida and §119.07(1), Florida Statutes.
- (4) Notwithstanding any other provision of this AGREEMENT to the contrary, this Article shall survive termination of the AGREEMENT.

Article 1.18. Jessica Lunsford Act / Background Checks

- (1) In accordance with §1012.467, Florida Statutes, Contractor's employees, subcontractors, and staff who have obtained and are wearing a valid uniform statewide contractor's identification badge from any Florida school district will be permitted access to the FSDB's campus.
- (2) Unless exempt by law, the Contractor agrees that, pursuant to §1012.465 and §1012.467, Florida Statutes, any of the Contractor's employees, subcontractors, and staff, including temporary or day laborers, not possessing and wearing a valid uniform statewide contractor's identification badge shall submit to Level 2 background screening, defined in §1012.32, Florida Statutes, obtain, and wear a uniform statewide contractor's identification badge before being allowed access to the campus.

- (3) The Contractor also agrees that, while on the campus, the Contractor's employees, subcontractors, and staff shall at all times wear, so as to be visible, their uniform statewide contractor's identification badge and be subject to all of the FSDB rules and regulations that govern the behavior of its full-time employees, including all traffic rules and regulations and the prohibition of tobacco usage.
- (4) The Contractor agrees that any breach of said rules and regulations may result in immediate cancellation of the Contract.
- (5) The requirements of this GENERAL CONDITION in no way obligates the Contractor if the Contractor requires no access to the aforementioned campus or facilities and does not attempt to access the campus or facilities.

Article 1.19. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. Contractor has the duty to seek clarification and resolution of any issue, discrepancy, fulfillment of the contract on the part of Contractor and FSDB.

SECTION 2 – PERFORMANCE OF THE SERVICES

Article 2.1. Personnel

The Contractor is responsible for provision of such qualified and experienced Personnel as is required to diligently carry out the Services in accordance with the professional standards required by FSDB.

Article 2.2. Information

- (1) The Contractor shall furnish FSDB with such information concerning the performance of the Services as FSDB may from time to time reasonably request, or as otherwise provided or agreed.
- (2) In any event, the Contractor shall advise immediately FSDB of any difficulties or circumstances likely to hamper or delay the performance of the Services.

Article 2.3. Performance Standards

- (1) The Contractor shall exercise all reasonable skill, care, and diligence in the performance of the Services and shall carry out all its/their obligations in accordance with generally accepted and recognized professional standards.
- (2) The Contractor shall make every effort to mobilize all the financial, human, and material resources required for full performance of the Services.
- (3) The Contractor shall at all times, in respect of any matter relating to this Contract or to the Services, act to protect the legitimate interests of FSDB and shall take all reasonable steps to keep all costs to a minimum and consistent with sound professional practices.

Article 2.4. Codes of Conduct

- (1) The Contractor shall not engage and shall cause its Personnel as well as its Sub-contractors and their personnel not to engage during the term of this Contract, either directly or indirectly, in fraudulent behavior, corrupt practices, illegal actions or any other activity that is incompatible with the proper discharge of the Services or the association with FSDB, or in any work, business or professional activities which would conflict with the activities assigned to it under this Contract.
- (2) The Contractor shall seek to avoid any activities and in particular any kind of public pronouncement that may adversely reflect on its integrity, independence, and impartiality required by the status of an FSDB Contractor.
- (3) Where appropriate, the Contractor shall terminate contracts with partners or Sub-contractors involved in activities that are incompatible with their association with FSDB as per Article 2.6 (1) and Article 2.6 (2) herein.

Article 2.5. Confidentiality

- (1) The Parties acknowledge the likely disclosure to each other, during the term of this Contract, of Confidential Information. Each Party agrees not to use such Confidential Information other than in furtherance of this Contract, nor to disclose such information to any person or entity without the prior written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party, however such information may be subject to public disclosure per §119, F.S.:
- (2) The Contractor acknowledges its responsibility under Title 34, Part 19, Code of Federal Regulations; 20 United States Code, 1232g; §1002.22, Florida Statutes; and Operational Policy and Procedures 10.35, Florida School for the Deaf and the Blind; pertaining to privacy of all records that contain student information.
- (3) The Contractor will not, without the written authorization of FSDB's President or designee, photograph, interview, audio tape, and/or videotape while on the campus of the FSDB and will not engage in such activities when students of FSDB are attending off-campus events as invited guests.

Article 2.6. Sub-Contracting

- (1) Except with the prior written approval of FSDB, the Contractor may not assign or transfer the Contract or any part thereof, nor may the Contractor sub-contract any third party to carry out any part of the Services.
- (2) FSDB's approval on assigning or transferring of any part of the Contract or on the engagement of a Sub-contractor to perform any part of the Services shall not exonerate the Contractor of any of its obligations under this Contract and the Contractor shall be fully responsible for the co-ordination and execution of all sub-contracted activities and for the performance of its Sub-contractors. FSDB recognizes no contractual link between itself and the Contractor's Sub-contractors.
- (3) The sub-contracting and any procurement of services or goods financed by FSDB under this Contract shall observe the principles of sound financial management, ensuring transparency, competitive, equitable and unbiased selection, efficiency, high quality and economy.
- (4) Failure to comply with the procurement principles set forth in Article 2.9 (3) herein may

result in relevant costs not being considered eligible for funding by FSDB.

Article 2.7. Liability

The Contractor shall be responsible for any losses, damages, costs and expenses of whatever kind or nature suffered by FSDB as a result of any act or omission relating to this Contract which is attributable to the Contractor, its agents, servants, and employees, as a result of its negligence or errors or any breach.

Article 2.8. Insurance

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a liability insurance policy for all acts and omissions and for the services and goods to be rendered and provide proof thereof upon execution of this AGREEMENT.

Certificate of Insurance

FSDB shall be furnished proof of coverage of the above required insurance. Said proof shall be submitted on a form approved by the Department of Insurance. Said certificate of insurance forms shall be completed, signed by the authorized licensed Florida Resident Agent and returned to the FSDB Contract Administrator. These certificates shall be dated and show:

- (1) The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insured will mail notice to FSDB at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

Article 2.9. Deliverables and Reporting Obligations

- (1) The Contractor shall submit to FSDB the reports and deliverables specified in the Contract, within the periods set forth.
- (2) All the reports/deliverables shall be prepared in the Language of the Contract, signed by the Contractor's Authorized Representative and submitted to the Authorized Representative of FSDB specified in the SC, who shall be responsible for their acceptance and approval.
- (3) If in FSDB's opinion, the quality of reporting/ deliverables is not acceptable or the content of the reports does not correspond to the Contractor's undertaking, FSDB shall, within 30 days of receiving the report/deliverable, give notice and reasons for this opinion. If not agreed otherwise, within 15 days of such notice, the Contractor shall either contest FSDB's opinion or present a revised report deliverable that meets its requirements.
- (4) The reports/deliverables (and the corresponding invoices attached, where appropriate) will be deemed approved by FSDB if no communication setting out comments is remitted to the Contractor within 30 days of confirmation by FSDB of receipt of the reports/deliverables.
- (5) Approval of a report/deliverable does not imply recognition by FSDB of the regularity, authenticity, completeness or correctness of the declarations and information contained therein.

Article 2.10. Ownership of Copyright

- (1) Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of FSDB and may be copyrighted, patented or otherwise restricted as provided by Florida or Federal law. Neither the Contractor nor any individual employed under this contract shall have any proprietary interest in the product.
- (2) With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. §102-105, such work shall be a "work for hire" as defined in 17 U.S.C. §101 and all copyrights subsisting in such work for hire shall be owned exclusively by FSDB.
- (3) In the event it is determined as a matter of law that any such work is not a "work for hire," Contractor shall immediately assign to FSDB all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the FSDB or a purchase by FSDB under a State Term Contract.

Article 2.11. Force Majeure

- (1) Failure of a Party to fulfil any of its obligations hereunder as a result of an event of Force Majeure arising after the date of signature of the Contract shall not be considered a breach of, or default under, this Contract.
- (2) A Party affected by an event of Force Majeure shall notify as soon as practicable the other Party of occurrence of such event and afterwards of restoration of normal conditions.
- (3) Upon notification of occurrence of an event of Force Majeure by the affected Party, the performance of the Services shall be considered suspended until the notification of restoration of normal conditions or, if the achievement of the objectives of the Contract is no longer possible at all or not to a satisfactory degree, until the Parties' decision to terminate the Contract.

Article 2.12. Transparency Florida Act

- (1) The Contractor acknowledges that FSDB will post electronic images of this Contract, including all attachments, modifications, renewals, and procurement documents to the state's contract tracking system, which is located on a secure website on the Internet, in accordance with §215.985, Florida Statutes.
- (2) Pursuant to §215.985(14)(d), Florida Statutes, the Contractor shall have the right to request in writing that FSDB redact any portion of any document image that is confidential or exempt from public disclosure by law. A fee will not be charged for a redaction made pursuant to the request.

Article 2.13. Nondiscrimination and Compliance

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, age, disability/handicap, marital status, veteran status, military status, genetic information, national origin and any other categories protected by law in the performance of the work.

Article 2.14. Financial Consequences for Failure to Perform

- (1) The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. If the Contractor fails to meet and comply with the activities / deliverables established in the Contract or to make appropriate progress on the activities and / or towards the deliverables and they are not resolved within two (2) weeks of notification, the Contract Manager may approve a reduced payment or request the Contractor redo the work or terminate the Contract.
- (2) If the Contractor fails to perform in accordance with this AGREEMENT to the satisfaction of FSDB, FSDB may cancel any portion of the remaining work not completed at the time of non-performance and unilaterally cancel this AGREEMENT.
- (3) FSDB agrees to submit to the state's Chief Financial Officer any of the Contractor's invoices, statements or vouchers for work completed, inspected, and accepted prior to the time of non-performance with any lump sum prorated for un-received or unaccepted work and with a deduction for any damages incurred by FSDB as a result of Contractor's failure to perform.
- (4) Failure of Contractor to complete all work and deliver all required documentation within the times specified herein will result in a deduction for liquidated damages of one-half of one percent (1/2 %) of the total contract cost for each day of delay. FSDB shall not be responsible for any additional payments for labor, overtime or other, caused by Contractor's delay.

Article 2.15. Coordination of Work

- (1) Wherever work being done by the Florida School for the Deaf and the Blind forces or by the other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.
- (2) Contractor shall arrange his work so as not to interfere with the operations of other contractors employed by FSDB and engaged upon adjacent work and to join his work to that of others in a proper manner, in accordance with the spirit of the plans and specifications, and to perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Project Manager.

Article 2.16. Minimum Levels of Service and Criteria for Completion of Agreement

- (1) The criteria for final completion of the Contract are the delivery to, and approval by FSDB of all Deliverables required by the Contract.
- (2) Contractor shall provide no less than the services listed in this Agreement, within the times specified in this Agreement, time being of the essence in the performance of the work.
- (3) The work shall be complete upon the receipt and acceptance of Contractor's detailed statement of work specified in this Agreement together with all invoices and other documentation specified herein, approved and accepted by FSDB's Contract Manager.
- (4) The Contractor agrees that this Agreement will be completed upon FSDB's receipt and acceptance of all DELIVERABLES described in this Agreement.

SECTION 3 – FINANCIAL PROVISIONS

Article 3.1. Payments

- (1) Contractor shall deliver to FSDB a detailed service ticket within (5) days after completion of work in detail sufficient for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, the dates and times that the work was performed, and the total amount charged.
- (2) The Contractor acknowledges that all services must be verified and accepted in writing by FSDB's Contract Manager during the times specified herein, time being of the essence in performance of this Agreement.
- (3) Amounts due to the Contractor pursuant to this Agreement shall become payable upon receipt of the required documents from the Contractor and verification and written acceptance of the work performed by FSDB's Contract Manager. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to FSDB.
- (4) Payments to the Contractor shall be issued in accordance with the Prompt Payment provisions of §215.422, Florida Statutes.
- (5) In accordance with §287.0582, F.S., if the term of the Contract extends for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

Article 3.2. Payments Withheld

- (1) FSDB may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such an extent as may be necessary to protect FSDB from loss on account of:
 - (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of Contractor to make payments properly to the subcontractors or for materials or labor.
 - (d) The Contract Manager's opinion that the contract cannot be completed for the remaining or unpaid funds.
 - (e) Failure to maintain adequate progress.
 - (f) Damage to another Contractor.
- (2) When the above grounds are removed, payment will be made for amounts withheld.
- (3) If the Contract Manager decides it is not in FSDB's best interest for Contractor to correct incomplete or damaged work caused by Contractor inefficiencies, FSDB will make an equitable deduction for the work from the contract price. Further, Contractor shall not be compensated for delays in the work caused by Contractor inefficiencies, correction, or rework made necessary by errors, omissions or failure to properly perform the work.

Article 3.3. Correction of Work Before Final Payments

Contractor shall promptly make corrections to work returned by FSDB's Project Manager as failing to conform to the contract, without expense to FSDB.

Article 3.4. Liens

Neither the final payment nor any part of the retained percentage shall become due until Contractor delivers to FSDB, if requested, a complete release of all liens arising out of this contract, and an affidavit stating the release and receipts include all the labor and managerial costs for which a lien could be filed but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to FSDB, to indemnify FSDB against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to FSDB all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

Article 3.5. Taxes, General and Contingency

- (1) FSDB is exempted from payment of Florida State sales and use taxes. The Contractor, however, shall not use the FSDB's tax exemption number to secure any materials or services. The Contractor shall be responsible and liable for the payment of all its payroll and other Federal taxes, state sales and use taxes and other tax liabilities incurred resulting from this AGREEMENT.
- (2) The Contractor shall not pledge the FSDB's credit or make the FSDB a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Article 3.6. Travel Reimbursement

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in §112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the Contract's SCOPE OF SERVICES and DELIVERABLES.

Article 3.7. Return of Unspent Funds

- (1) In the event that any of the funds advanced to the Contractor for the performance of the Services remain unspent, the Contractor undertakes to return such funds to FSDB within 30 days of the termination of the Services or of receipt of FSDB's claim for refund.
- (2) Bank charges incurred by the repayment of the amounts due to FSDB shall be borne entirely by the Contractor.

Article 3.8. Record-keeping and Accounts

- (1) The Contractor shall keep accurate and systematic accounts and records in respect of the performance of the Services hereunder, in accordance with Generally Accepted Accounting Principles in the United States of America and in such form and detail as will clearly identify all income and expenditure and relevant time changes.
- (2) Unless otherwise required by FSDB's auditors and notified in advance to the Contractor, all financial and accounting records in relation to the performance of the Services under the Contract, including original payment documents, shall be kept for at least five years after the end of the Services and shall be made available to FSDB upon request.
- (3) The Contractor agrees to permit FSDB, its auditors or its designated representatives to inspect its accounts, records or any other relevant financial information concerning the Services, for a period of up to five years as from the end of the Services.



THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

**ATTACHMENT B
GENERAL CONDITIONS FOR COMPETITIVE SOLICITATIONS
(revised August 2015)**

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SECTION 4 – COMPETITIVE BIDDING

In accordance with §287.057(1), Florida Statute (F.S.), FSDB utilizes the Competitive Solicitation process for the competitive procurement of commodities and contractual services in excess of the threshold amount provided for CATEGORY TWO. Furthermore, §287.055(4), F.S. mandates that the acquisition of professional consultant services be conducted by Competitive Selection.

Article 4.1. Definitions

The definitions contained in §287, F.S.; §255, F.S.; and §60A-1.001, Florida Administrative Code (F.A.C.) shall apply. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (1) **BID POSTING:** The official posting and tabulation of all bids received and opened duly presented in response to the bid.
- (2) **BID:** The written response, reply, submission, proposal, or offer of bidder (when submitted on the reproduced approved forms) to perform the contemplated work and furnish the necessary materials and labor in accordance with the provisions of the contract documents. (bid, reply, response, offer, and proposal may be used interchangeably)
- (3) **BIDDER or OFFEROR or RESPONDENT:** Any person or entity who submits a response or bid for the project described in the bid documents.
- (4) **COMPENSATION:** means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
- (5) **COMPETITIVE SELECTION:** A competitive selection is made as a result of a Competitive Solicitation.
- (6) **COMPETITIVE SOLICITATION:** means the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement as defined by §287.012(6), F.S.
- (7) **CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA):** Refers to §287.055, F.S. for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services.
- (8) **FIRM:** means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
- (9) **INVITATION TO BID (ITB):** means a written or electronically posted solicitation for competitive sealed bids as defined by §287.012(16), F.S. and authorized by §287.057(1)(a), F.S.
- (10) **INVITATION TO NEGOTIATE (ITN):** means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services as defined by §287.012(17), F.S. and authorized by §287.057(1)(c), F.S.
- (11) **NEGOTIATE (or any form of that word):** means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.
- (12) **PROCUREMENT OFFICER:** means the contracting personnel identified in the Introductory Materials.
- (13) **REQUEST FOR PROPOSALS (RFP):** means a written or electronically posted solicitation for competitive sealed proposals as defined by §287.012(23), F.S. and authorized by §287.057(1)(b), F.S.
- (14) **REQUEST FOR QUOTES (RFQ):** means an oral, electronic, or written request for written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor as defined by §287.012(24), F.S. and authorized by §287.056(2), F.S.
- (15) **RESPONDENT:** means the entity that submits materials to FSDB in accordance with these Instructions.
- (16) **RESPONSE:** means the material submitted by the respondent in answering the solicitation.
- (17) **RESPONSIBLE VENDOR:** means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- (18) **RESPONSIVE BID, RESPONSIVE PROPOSAL, or RESPONSIVE REPLY:** means a bid, or proposal, or reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.
- (19) **RESPONSIVE VENDOR:** means a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- (20) **TIMELINE:** means the list of critical dates and actions included in the Introductory Materials.

Article 4.2. General Instructions.

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. **Companies or individuals intending to submit a response shall e-mail the Contract Administrator indicating their intent to submit a response and shall indicate their agreement that bid correspondence shall be conducted electronically by e-mail.**

Article 4.3. Bidders and Subcontractor's Licensure and Registration Requirements.

Each bidder and each subcontractor whose field or area is governed by Chapter 399, 455, 489 or 633 of the Florida Statutes (F.S.) for licensure must hold a valid current license as required by the Statute. If the bidder is a corporation, he must also be properly registered with the State of Florida, Department of State, Division of Corporation.

Article 4.4. Detailed Instructions and Addenda

The Contract Administrator will furnish, prior to bid, additional written instructions necessary for the

proper execution of the work. All instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom. Any additional instructions which alter the contract time or cost will be issued as addenda.

Article 4.5. Terms and Conditions.

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- (1) Technical Specifications/Scope of Work,
- (2) Special Conditions and Instructions,
- (3) Instructions to Respondents,
- (4) General Conditions, and
- (5) Introductory Materials.

FSDB objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Article 4.6. Questions.

Respondents shall address all questions regarding this solicitation to the Contract Administrator. Questions must be submitted by e-mail and must be RECEIVED NO LATER THAN three (3) business days prior to the scheduled bid opening. Questions shall be answered by e-mail and shall be made available to all respondents and shall be published as an addendum with the final bid documents. Respondents shall not contact any other employee of FSDB or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the initial advertising source and the FSDB website for new or changing information. FSDB shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by FSDB's contracting personnel. Questions to the Contract Administrator or to any FSDB personnel shall not constitute formal protest of the specifications or of the solicitation. (ref. §287.057(2), F.S.)

Article 4.7. Conflict of Interest.

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

Article 4.8. Convicted Vendors.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in §287.017, F.S.

Article 4.9. No Discrimination/ Discriminatory Vendors.

The successful firm shall not discriminate against any person in accordance with federal, state, or local law. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

Article 4.10. Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without

consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed FSDB in writing of all convictions of the firm, its affiliates (as defined in §287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with FSDB.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

Article 4.11. Manufacturer's Name and Approved Equivalents.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With FSDB's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. FSDB shall determine in its sole discretion whether a product is acceptable as an equivalent.

Article 4.12. Performance Qualifications.

FSDB reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by FSDB, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If FSDB determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, FSDB may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon FSDB to make an investigation either before or after award of the Contract, but should FSDB elect to do so, respondent is not relieved from fulfilling all Contract requirements.

Article 4.13. Clarifications/Revisions.

Before award, FSDB reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

Article 4.14. Public Records.

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and §119.011, F.S., provides a broad definition of a public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

Article 4.15. Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Article 4.16. Public Opening.

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may attend, but are not required to attend. FSDB may choose not to announce prices or release other materials pursuant to §119.071(1)(b), F.S. Any person requiring a special accommodation because of a disability should contact the Contract Administrator at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact FSDB by using the Florida Relay Service at (800) 955-8771 (TDD). (ref. §287.057(1), F.S.)

Article 4.17. Postponement of openings.

A scheduled opening will be considered postponed when an emergency or unanticipated events that interrupt normal governmental processes so that the conduct of bid opening as scheduled is impractical. In such cases, an announcement of the rescheduled opening shall be publicly posted on the first work day on which normal Government processes resume.

Article 4.18. Firm Response.

FSDB may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either FSDB awards the Contract or FSDB receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in FSDB's sole discretion, be accepted or rejected.

Article 4.19. Minor Irregularities/Right to Reject.

- 1) FSDB reserves the right to reject any and all bids or separable portions thereof, under any of the circumstances prescribed in Rule 60D-5.0071, F.A.C., and to negotiate the contract in accordance with Rules 60D-5.008 and 60D-5.0091, F.A.C., if the low qualified bid exceeds the project construction budget.
- 2) FSDB reserves the right to waive any minor irregularity, technicality, or omission if FSDB determines that doing so will serve the State's best interests.
- 3) FSDB may reject any response not submitted in the manner specified by the solicitation documents.

Article 4.20. Determination of Successful Bidder

- (1) All projects except where competitive bidding is waived under the provisions of Rule 60D-5.008, F.A.C., will be publicly bid in accordance with the provisions herein. Award of contract will be made to the responsive bidder, determined to be qualified in accordance with the provisions herein and meeting the requirements of the bidding documents, that submits the lowest valid bid for the work. The lowest bid will be determined as follows:
- (2) The lowest bids will be the bids from the responsive bidders that have submitted the lowest prices for the base bid or the base bid plus the additive alternates or less the deductive alternates chosen by FSDB to be included in or excluded from the proposed contract, taken in numerical order listed in the bid documents.
- (3) On projects whose bidding documents provide for evaluation of the bids based performance criteria, the lowest bid will be the bid by the firm whose bid products are determined to yield the lowest total cost in accordance with the criteria set forth in the bidding documents.
- (4) FSDB reserves the right to award contracts to multiple firms.

Article 4.21. Electronic Posting of Notice of Intended Award.

Based on the evaluation, on the date indicated on the Timeline, FSDB shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with FSDB a notice of protest within 72 hours after the electronic posting. FSDB shall not provide tabulations or notices of award by telephone.

Article 4.22. Contract Formation.

FSDB shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and FSDB until FSDB signs the Contract. FSDB shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

Article 4.23. Contract Overlap.

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes FSDB to eliminate duplication between agreements in the manner FSDB deems to be in its best interest.

Article 4.24. Sample Agreement.

A sample agreement may be included in the solicitation documents. This document is provided for reference only and may or may not reflect the actual final agreement. The final agreement will be prepared in a manner that conforms to the laws and conditions in effect at the time and may differ from the provided sample agreement.

Article 4.25. Notice and Protest Procedures

- (1) **Notice:** On contracts within Levels, 2, 3, 4, and 5, the notice of a decision or intended decision on contract award or bid rejection shall be given by posting the bid tabulation at the location where the bids were opened or by public advertisement, electronic mail, or certified United States mail, return receipt requested to each bidder. Notification and advertisement is conducted pursuant to §255.0525, F.S. and may include but not be limited to: the Florida

Administrative Weekly, DemandStar, FSDB Website, and the My Florida Market Place Vendor Bid System, and additional notifications and advertisements at the discretion of FSDB or as required by law.

(2) Protest

- (a) It is FSDB's intent to ensure that specifications are written to obtain the best value for the State and those specifications are written to ensure competitiveness, fairness, necessity, and reasonableness in the solicitation process. §120.57(3)(b), F.S. and §28-110.003, Florida Administrative Code (F.A.C.) require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. §120.57(3)(a), F.S. requires the following statement to be included in the solicitation: *"Failure to file a protest within the time prescribed in §120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S."* §28-110.005, F.A.C. requires the following statement to be included in the solicitation: *"Failure to file a protest within the time prescribed in §120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S."* Any protest concerning an FSDB solicitation shall be made in accordance with §120.57(3) and §287.042(2), F.S. and Chapter 28-110 of the F.A.C. Questions to the Contract Administrator shall not constitute formal notice of a protest.
- (b) Any person who is affected adversely by FSDB's decision or intended decision shall file with FSDB a notice of protest in writing within 72 hours, excluding Saturday, Sunday and State legal holidays, after receipt of the bidding documents if the protest is directed toward the bidding documents or after the notice of FSDB's decision or intended decision on contract award or bid rejection if the protest is directed toward contract award or bid rejection.
- (c) Thereafter a formal written protest by petition in compliance with §120.53 and 120.57, Florida Statutes, and Rule 60D-5.010, F.A.C., must be filed with FSDB within ten (10) days after the date the notice of protest was filed.
- (d) Failure to file a timely notice of protest or failure to file a timely formal written protest petition shall constitute a waiver of protest proceedings. Any protest filed prior to posting of the bid tabulation or receipt of the notice of the agency decision or intended decision will be considered abandoned unless renewed within the time provided for protests.
- (e) FSDB and the Commission on Minority Economic and Business Development is hereby granted standing to protest, pursuant to §287.0945, F.S. in a timely manner, any contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding bidder has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, and agency failed to adopt applicable preference for minority participation. Any low bidder with no participation may be presumed not in "good faith". All bidders will be notified of the minority participation goal by addendum.

(3) Owner Action

- (a) Upon receipt of a notice of protest that has been timely filed, FSDB shall delay the contract award process until the subject of the protest is resolved by mutual agreement between the parties or by final Owner action, unless FSDB sets forth in writing particular facts and circumstances which require the continuation of the bid solicitation process or the contract award process without delay to avoid an immediate and serious danger to public health, safety, or welfare; provided, however, that if the petition is not filed within the time stated above, the contract award process may continue as if the notice of protest had not been filed.
- (b) Upon receipt of the formal written protest petition which has been timely filed, FSDB shall attempt to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturday, Sunday and legal State holidays.
- (c) If the protest is not resolved by mutual agreement within said seven (7) days, and if no disputed issue of material fact is involved, FSDB may designate a Hearing Officer who shall conduct an informal proceeding pursuant to § 120.57, Florida Statutes, and Rule 60D-5.010, F.A.C.. The qualifications of such designated Hearing Officer shall be: 1. A member in good standing of the Florida Bar; or 2. A person knowledgeable by virtue of practical experience of the procedures relating to soliciting and evaluating bids for state contracts. Notice of informal proceedings shall be given no less than three days prior to the proceeding. The Proceedings may be held before FSDB.
- (d) If there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings of Department of Administration, State of Florida, for proceedings under Section 120.57(1).

Article 4.26. Truth-In-Negotiation. The successful firm shall be required to execute a Truth-In-Negotiation Certificate pursuant to §287.055, F.S.

Article 4.27. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

AGREEMENT BETWEEN THE STATE OF FLORIDA
THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
AND
[COMPANY OR ORGANIZATION NAME]

This AGREEMENT is entered into in the City of Saint Augustine, St. Johns County, Florida, by and between THE STATE OF FLORIDA, THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND, hereinafter called "AGENCY", an agency of the State of Florida, with headquarters located at 207 North San Marco Avenue, Saint Augustine, Florida 32084, and [COMPANY OR ORGANIZATION NAME], hereinafter called "CONTRACTOR" authorized to do business in the State of Florida, with its principal office at [COMPANY OR ORGANIZATION ADDRESS]. Agency and Contractor are collectively referred to herein as the "Parties." This AGREEMENT shall bind the parties upon its execution by their representatives.

1. ENGAGEMENT OF THE CONTRACTOR

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below, in the Competitive Solicitation, the Solicitation Response, and in the attached General Conditions which are incorporated herein by reference. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without prior written consent of the AGENCY.

2. SCOPE OF SERVICES

(1) CONTRACTOR shall DETAILED SCOPE OF SERVICES

3. DELIVERABLES AND PAYMENTS

(1) The following is the itemized list of each Deliverable which the CONTRACTOR is required to provide to the AGENCY, and for each Deliverable, the specifications for the Deliverable; the description of the activities leading to the Deliverable; and, the expected date of completion of the Deliverable:

(a) DETAILED DELIVERABLES

(2) The total amount to be paid to CONTRACTOR for all services and work performed under this AGREEMENT shall be/not exceed [payment schedule and/or amount].

4. TIME OF PERFORMANCE

This AGREEMENT shall be effective [date], or upon the date of execution by both CONTRACTOR and AGENCY, whichever is later ("Effective Date") and shall expire on [date], unless cancelled earlier in accordance with its terms ("Expiration Date").

5. MODIFICATION OF STANDARD TERMS AND CONDITIONS

Each of the following enumerated provisions supersedes or modifies, as indicated, the Section of Attachment A, General Conditions, to which it expressly refers: LIST

6. ADDITIONAL TERMS AND CONDITIONS

The Contract includes the following enumerated additional terms and conditions: LIST

As provided in Section 287.042(16)(a), F.S., other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7. DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred.

8. APPROVAL AND EXECUTION

IN WITNESS WHEREOF, the FLORIDA SCHOOL FOR THE DEAF AND THE BLIND and COMPANY OR ORGANIZATION NAME, have caused this AGREEMENT to be executed by their undersigned officials, duly authorized.

COMPANY OR ORGANIZATION NAME

FOR THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

X _____
[NAME][TITLE]

X _____
[NAME][TITLE]

Date signed

Date signed

EIN: _____

EIN: _____



APPENDIX B – Rating & Evaluation Sheet(s) & Checklist

APPENDIX B-1 – Evaluation & Rating Sheet
APPENDIX B-2 –Mandatory Requirements Checklist

Mandatory Requirements Checklist

4.2.1 Title Page

- 4.2.1.1 Project Name and Solicitation number;
- 4.2.1.2 Vendor's name, address, and federal tax identification number;
- 4.2.1.3 Narrative about the history of the firm, including date of inception, ownership structure, etc;
- 4.2.1.4 Name, title, address, e-mail address, and telephone number of person who can respond to; and
- 4.2.1.5 Name, title, address, e-mail address, and telephone number of person who will sign a contract, if awarded.

4.2.2 TAB 1: Required Vendor's Statements and Certifications

- 4.2.2.1 Registrations and Licenses
- 4.2.2.2 Insurance
- 4.2.2.3 Peer Review Policies
- 4.2.2.4 Appendix Documents "E" through "I"
- 4.2.2.5 Bid Bond **Not** Required
- 4.2.2.6 Evidence of Ability to Provide Payment and Performance Bond Is **Not** Required

4.2.3 TAB 2: Qualifications & Services Questionnaire

- 4.2.3.1 Qualifications Questionnaire.
- 4.2.3.2 Services Questionnaire.

4.2.4 TAB 3: Vendor's Qualifications

- 4.2.4.1 Current and Previous Business with State Agencies
 - 4.2.4.1.1 Name of the contracting state agency;
 - 4.2.4.1.2 Contract name and number;
 - 4.2.4.1.3 Starting and ending dates;
 - 4.2.4.1.4 Total contract amount;
 - 4.2.4.1.5 A brief description of the purpose of the contract; and
 - 4.2.4.1.6 Name and contact information of the Contract Manager.
- 4.2.4.2 Qualifications and Experience
- 4.2.4.3 Personnel. The Reply must describe the Vendor's proposed staffing, including:
 - 4.2.5.3.1 The number of full-time equivalents (FTEs) and type of staff.
 - 4.2.5.3.2 Job description for each staff position.
 - 4.2.5.3.3 Specific experience of the main person(s) performing the day-to-day activities.
- 4.2.4.4 Organizational Chart.

4.2.5 TAB 4: Regulatory Restrictions, Litigation, and Conflicts of Interest

- 4.2.5.1 Whether or not there are any past or pending regulatory restrictions, consent orders, stipulations or litigation to which the Respondent.
- 4.2.5.2 Whether or not the Respondent has been convicted of any felony.
- 4.2.5.3 Whether or not any penalties, fines or liquidated damages have been imposed against the Respondent.
- 4.2.5.4 Whether or not the Respondent has ever been involved in any litigation with any State Agency.
- 4.2.5.5 Whether or not the Respondent has been contacted by any regulatory body regarding any potentially illegal, non-compliant, unethical or improper activities.
- 4.2.5.6 That the Respondent has not been placed on the convicted vendor list and that it will comply with the provisions of s. 287.133, F.S. Section 287.133(2)(a), F.S.
- 4.2.5.7 That the Respondent has not been placed on the discriminatory vendor list and that it will comply with the provisions of s. 287.134, F.S.
- 4.2.5.8 Respondents must disclose with their responses the name of any officer, director, or agent who is also an employee of the State of Florida, FSDB, or any State agency.

4.2.6 TAB 5: Financial Stability

- 4.2.6.1 Complete copies of its audited financial reports for the past three (3) years.
- 4.2.6.2 Most recent SSAE 16 audit report.



APPENDIX C – Receipt of Addendum Form

Acknowledgement is hereby made of receipt of the following Addenda issued during the bidding period:

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

PRIOR TO BIDDING, **SITE VISITS WERE MADE BY MY FIRM** ON THE FOLLOWING DATE(S):

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this

_____ day of _____, 20____. BY: _____
(name of authorized principal)

(Signature of principal in firm) (firm name and title) (Seal)

(Type contractor’s Florida Department of Business and Professional Regulations license number)

State of Florida
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

who after being sworn by (name of individual signing) me, affixed his/her signature in the space provided above on this
_____ day of _____, 20____.

(Notary Public)

My commission expires:

END OF DOCUMENT



APPENDIX D – Identical Tie Bids Statement

Whenever two or more bids which are equal with respect to price, quality and service are received by the Florida School for the Deaf and the Blind for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified subsection 1 (above).
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violations of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace though implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____. BY:
_____ (name of authorized principal)

(Signature of principal in firm)

(firm name and title) (Seal)

(Type contractor's Florida Department of Business and Professional Regulations license number)

State of Florida
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

who after being sworn by (name of individual signing) me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

(Notary Public)

My commission expires:

END OF DOCUMENT



APPENDIX E – Public Entity Crimes Sworn Statement

SWORN STATEMENT PURSUANT TO §287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The Florida School for the Deaf and the Blind by _____ (print individual's name and title) for _____ (print name of entity submitting sworn statement) whose business address is _____ and its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, and bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ Either the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent



proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this

_____ day of _____, 20____. BY: _____
(name of authorized principal)

(Signature of principal in firm) (firm name and title) (Seal)

(Type contractor's Florida Department of Business and Professional Regulations license number)

State of Florida
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

who after being sworn by (name of individual signing) me, affixed his/her signature in the space provided above on this
_____ day of _____, 20____.

(Notary Public)

My commission expires:

END OF DOCUMENT



APPENDIX F – Affidavit of Compliance with Minority Business Participation

Comes now _____ as _____ of
(Type name of firm authority) (Type position of authority)

_____ and after being sworn, deposes and states under oath:
(Type name of firm)

1. I have read the policy of The Florida School for the Deaf and the Blind regarding the promotion of equal opportunity in the School's construction process.
2. In preparing and submitting the attached bid, we have contacted the following persons/firms in order to encourage their submission of a bid for a subcontract to do a part of the bid that would otherwise have been subcontracted out by us.

FIRM	CONTACT PERSON
_____	_____
_____	_____
_____	_____

3. Our Firm has also taken additional action to solicit and encourage minority business participation as follows:

FURTHER AFFIANT SAYETH NOT. IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this

_____ day of _____, 20____. BY: _____
(name of authorized principal)

(Signature of principal in firm) (firm name and title) (Seal)

(Type contractor's Florida Department of Business and Professional Regulations license number)

State of Florida, County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

who after being sworn by (name of individual signing) me, affixed his/her signature in the space provided above on this
_____ day of _____, 20____.

(Notary Public)

My commission expires:

END OF DOCUMENT



APPENDIX G – Notice to Contractors

This form must be signed by the owner or corporate officer of the firm covered by this contract. This form will become a legal part of this contract.

1. All staff and employees of the contractor must contact Fieldprint prior to commencing any work on the campus (instructions attached).
2. Fieldprint will initiate background checks on all contractors and their staffs. No one will be permitted access to the campus until completion of the background check and issuance of an FSDB Identification.
3. Once cleared each individual will be issued an FSDB identification badge. This identification must be displayed by the individual at all times. If any person working on campus fails to display the identification he will be escorted from the campus and not permitted to return.
4. All contractors are required to ensure that persons working under their contract have completed the required background check. This requirement applies to any sub-contractor working under general contract.
5. Failure of the contractor to ensure compliance with the previous requirements may lead to termination of this contract and the possibility of future work at FSDB.

Name of Firm

By: _____
Authorized Signature

(Print Name as Signed Above)

Title

Date

END OF DOCUMENT

APPENDIX H – Qualifications Questionnaire

Please indicate whether your company satisfies ALL of the following:

- 1) The Respondent has a minimum of five years relevant experience providing auditing services.
 YES NO *(respondent is not eligible for this solicitation)*

- 2) The Respondent's key professionals and the organization do not have a material conflict of interest with the staff of FSDB or the members of the FSDB Board.
 YES NO *(respondent is not eligible for this solicitation)*

- 3) The Respondent agrees (by written affirmation) to provide the services as detailed in the solicitation and agrees to all other requirements as stated in the ITN.
 YES NO *(respondent is not eligible for this solicitation)*

APPENDIX I – Services Questionnaire

A. Organization's Experience and Qualifications

1. Provide a summary (no longer than 2 pages) within which you summarize the key value proposition of your organization. Ensure that you identify how the organization, service model, team assigned, services offered, transparency of business/revenue model, and overall economics are designed to provide exceptional services with a market-leading standard of care and dedication befitting FSDB.
2. Please indicate the year Respondent was formed and began audit services to institutional clients and a brief history of the firm's involvement in the accounting and auditing business.
3. Provide a brief description of annual revenues of the organization and percentage of revenue from audit services.
4. Demonstrate the financial and human resource capabilities available to provide the required services. A proven track record is essential.
5. List the office location (primary and secondary) from which the work is to be delivered.
6. Are there any current organizational issues (i.e., mergers, acquisitions, personnel changes, business concerns, etc.) at your institution that we should know about? Have there been any organizational issues over the last three years?
7. List "related" firms and provide a brief description of the services offered by each firm.
8. List all services offered by the firm.
9. Provide details of all fidelity bonds, errors and omissions coverage, and any other fiduciary insurance, which your firm carries.
10. Explain any limitations on liability your firm would require for providing the services required in this Solicitation.
11. If your organization's services have been audited or reviewed by another firm within the last five years, provide details on any potential revisions to your clients' results, assumptions, or cost methods that resulted from the audit or review.

B. Personnel

1. Attach an organizational chart and biographies of key personnel which would be assigned to this account, including length of experience, expected retention and professional or academic qualifications and experience.
2. Describe how the Respondent ensures that the work of its personnel adheres to GAAP standards.
3. Identify courts, regulatory or legislative hearings and administrative proceedings in which the respondent's personnel were admitted as expert witnesses.
4. Is the team considered fully staffed?
5. Describe any plans to use subcontractors or third parties for any of the services to be provided to FSDB. Specifically state the percent of services that will be dependent upon the subcontractors. FSDB reserves the right to approve or disapprove any subcontractor as part of the negotiation process.
6. Describe how your firm supports the client's needs when the workload demand for deliverables under this contract exceeds the resources of the assigned team due to project constraints and/or volume of work for simultaneous projects.

C. Methodology

1. Describe your understanding of the scope and level of services required by this SOLICITATION and provide a description of the specific methodology to be used for providing the scope of services.
2. Provide a timeline for completion of the work identified in the Scope of Services section of this SOLICITATION. Include proposed dates for each event of the project, indicate dates by which your firm must have specific input data from FSDB and indicate points in the project when your firm would plan to meet with FSDB staff. Include a summary of the information which will be needed to complete the adequacy and pricing valuations. Specify the format and medium of transmission of data.
3. Describe your organization's theory and methodology used in adequacy and plan pricing.
4. Describe the capabilities of your valuation system(s) and your computer system support.
5. Describe your organization's quality control processes for auditing services and reports. How are these services monitored and reviewed?

D. Clients

Provide the organization name, address, contact name and phone number of at least three clients for whom similar services as described in this SOLICITATION are provided.



E. Diversity

FSDB supports and encourages diversity and participation of small and minority business enterprises in contracting. In order to identify minority or woman-owned businesses or other firms which actively pursue providing opportunities to women, minorities, and service-disabled veterans provide the following information. Indicate if your firm is a minority-owned business or a woman-owned business and identify the principal shareholders who qualify your firm. Indicate the percentage of professionals within your firm who are minorities or women and list the number and positions of such professionals. Provide a list of the names and positions of any minority professionals who will be working under this contract. Provide a brief description of your firm's minority hiring/affirmative action program.

F. Additional Information and Comments

In addition to the material which must be submitted with the response in order for the response to be responsive to this SOLICITATION, Respondents may submit any other information which they deem pertinent to the delivery of the services requested herein.



Reply Submission Label

Replies must be received by FSDB no later than the date and time and at the address provided in **The Schedule of Events and Deadlines**. All methods of delivery or transmittal to FSDB's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective Vendor.

Responses will be received at:

The Florida School for the Deaf and the Blind
Attention: Charles Meyers, Contract Administrator
Building #28, Purchasing Department
207 North San Marco Avenue
St. Augustine, FL. 32084

- *Time of arrival for hand delivered responses shall be determined by the time of arrival at the FSDB Campus Police Security Check Point.*
- *Time of arrival for responses delivered by mail or courier shall be determined by the time of receipt by the FSDB Campus Mail Room*

Responses arriving after the deadline or not marked as instructed will not be opened or returned.

✂

**SEALED RESPONSE FOR: Internal Audit Services
RFP-17-084**

FROM: _____
Company Name

Attention: Charles Meyers, Contract Administrator

DO NOT OPEN PRIOR TO: January 16, 2017 at 2:00PM

Received By: _____

Date & Time Received: _____



Notice of Intent to Submit a Reply

Vendors who are interested in responding to this solicitation are encouraged to send a Notice of Intent to Submit a Reply to the Procurement Officer specified below. Submission of a Notice of Intent is **not** a pre-requisite for acceptance of replies from prospective Vendors.

Mailing Address:

The Florida School for the Deaf and the Blind
Attention: Charles Meyers, Contract Administrator
Building #28, Purchasing Department
207 North San Marco Avenue
St. Augustine, FL. 32084

1. Charles Meyers, Contract Administrator & Procurement Officer, 904-827-2294, meyersc@fsdb.k12.fl.us
2. Susan Bright, Director of Purchasing & Procurement Manager, 904-827-2356, brights@fsdb.k12.fl.us