

Intent to Respond Notice

Request for Proposal #2020C-08 Title: Electrical Delivery Order Contracting Services

For companies learning of this solicitation from the Internet, please Email this form today to the Florida State College at Jacksonville Purchasing Department amonroe@fscj.edu, due to the possibility of an addendum being issued changing information. This will place your company on the mailing list for any addendums issued.

Note: Failure to respond to an addendum issued may result in your bid/proposal response being considered Non-Responsive.

Company name: _____

Address: _____

Contact Person: _____

Phone #: _____

Fax #: _____


E-mail: _____

Contact **Audrey B. Monroe**, amonroe@fscj.edu for additional information if needed.

Address: 501 West State Street, Jacksonville, FL 32202

Telephone Number: 904-632-3086

Note: PRE-PROPOSAL CONFERENCE: The College has scheduled a Non- Mandatory attendance RFP pre-proposal conference on 10/9/2019 at 10:00 a.m. at the Advanced Technology Center, 401 West State Street, Room **T112**, Jacksonville, FL 32202.

RFP:	2020C-08	ISSUE DATE:	9/30/2019
RFP TITLE:	ELECTRICAL DELIVERY ORDER CONTRACTING SERVICES		
RFP OPENING DATE & TIME:	10/30/2019 at 2:00 p.m. EST		
RFP Non-Mandatory Pre-Proposal Conference	1/22/19 @ 10:00 a.m. at the Advanced Technology Center, 401 West State Street, Room T112, Jacksonville, FL 32202		
PURCHASING AGENT Name and email:	Audrey B. Monroe (amonroe@fscj.edu)		
FLORIDA STATE COLLEGE AT JACKSONVILLE 501 WEST STATE STREET, ROOM 305 JACKSONVILLE, FL 32202-4068	REQUEST FOR PROPOSAL For Florida State College At Jacksonville  <hr/> Randi Brokvist Executive Director, Purchasing		
EMAIL/FAX Submissions Not Allowed			
Submittal Format is available electronically at www.fscj.edu/bids & www.myflorida.com			

CONTRACTOR INFORMATION & NO RFP BLOCKS *Jacksonville FL - Local Time

Each supplier desiring to be maintained in the College's computerized RFP list for future solicitations is requested to return this single form (only) when submitting a "No RFP".

RFP (see attached) No RFP Reason for Submitting "No RFP": _____

COMPANY SUBMITTING RFP:			
MAILING ADDRESS:			
FEDERAL ID #			
CITY:			
STATE:	ZIP:	TEL:	
FAX:	EMAIL:		

Minority Business Enterprise Type: #

Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership).

Minority Solicitation & Participation: It is Florida State College at Jacksonville "Minority (MBE) Outreach Monitoring Policy" to encourage maximum solicitation (Request for Proposal) and participation by minority firms in its purchase contracts. To this end, minority and non-minority firms responding to this RFP as general contractors are encouraged to conduct similar outreach efforts in its subcontract processes as your efforts will be monitored by the College's District Board of Trustees. While the College does not establish specific goals for minority "set-asides", it does have a 25% minority solicitation (Request for Proposal) monitored goal with awards being to highest rated proposer(s) meeting specifications. Since implementation of the College Minority Outreach Program in December 1, 1991 minority/small business solicitations have been provided to 25% WBE/MBE firms, and awards to minorities have increased considerably on College purchase contracts.

"CERTIFICATE OF INDEPENDENT PRICE DETERMINATION"

IMPORTANT!! SIGNATURE BLOCK

I certify that this RFP is made without prior understanding, agreement, or connection with any other company or person and is in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the company submitting it.

Officer's Authorized Signature	Officer's Typed Name & Title

TO BE RESPONSIVE, SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY SUBMITTING THIS RFP IS REQUIRED

POST DATE:	11/19/2019	REMOVE DATE:	11/22/2019
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PROPOSAL'S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE RFP/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. A COPY OF THIS SHEET WILL BE RETAINED IN THE COLLEGE FILES AS A RECORD OF YOUR RESPONSE TO THIS RFP.

ON THE REQUEST FOR PROPOSAL (RFP) SHEET (Page #2 of this RFP):

1. Company name, mailing address, telephone, FAX number and Federal ID# blocks are all correctly entered on the Request for Proposal Sheet? ____
2. Minority Business Enterprise Type # correctly entered? ____
3. If not submitting a RFP, have you noted "No RFP" on page #2? Have you stated your reason(s) for not submitting a proposal? ____
4. Is your total proposal submission less than the Section 1.03 defined total maximum page count? ____
5. Is your RFP proposal signed by an authorized officer of the company submitting this RFP/proposal?

PROPOSALS RETURNED UNSIGNED ARE CONSIDERED NON-RESPONSIVE AND ARE NOT ELIGIBLE FOR AWARD! PLEASE ENSURE THAT YOUR RFP/PROPOSAL (PAGE 2) IS SIGNED BY AN AUTHORIZED OFFICER FOR YOUR COMPANY.

All proposers are alerted to pay special attention to all sections contained in this Request for Proposal which state to be responsive; they shall be completed and submitted as part of the response to the solicitation in order for your proposal to be considered responsive.

Listed below is an overview of those Sections that need to be included in your firm's proposal. This is not an all-inclusive listing.

<u>Section</u>	<u>Page</u>	<u>Section</u>	<u>Page</u>
Signatory Cover Page	2	Section 5.40	(INDEPENDENTLY)
Section 5.10	(INDEPENDENTLY)	Section 5.50	(INDEPENDENTLY)
Section 5.20	(INDEPENDENTLY)	Section 5.60	(INDEPENDENTLY)
Section 5.30	(INDEPENDENTLY)		

Please review and submit your formal RFPs, proposals by the date and time shown on page #2 cover of this RFP document to:

SEALED RFP #2020C-08
Randi Brokvist
Executive Director, Purchasing
Florida State College at Jacksonville
501 West State Street, Room 305
Jacksonville, FL 32202-4068

Please **boldly** indicate **the RFP number** on the outside of your sealed proposal envelope to assist the College in identifying your RFP.

The College reserves the right to reject any portion or all proposals, to resolicit RFPs or not, and to waive informalities as deemed in the best interest of the College.

Having carefully examined the terms, general conditions, general specifications of this solicitation and special conditions and by signing and submitting your formal proposal thereto including the following commitment and agreement:

ANTI-COLLUSION STATEMENT: The Proposer by signing and submitting a proposal has "not" divulged to, discussed or compared his/her proposal with any other Proposer(s) and has not colluded with any other Proposer(s) or parties to a proposal whatsoever.

NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this proposal and the Proposer being debarred for not less than three (3) years of doing business with the College.

DISCRIMINATION: Any entity or affiliate who has been placed on the discriminatory contractor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. This is in accordance with HB 2127, Section 6(3)(a), all invitations to RFP, as defined by 287.012(11)FS, Request For Proposals, as defined by 287.012(15)FS, and any written contract document of the state shall contain a statement informing entities of the discrimination provisions.

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Sub-Sections including Attachments Under Separate Covers:

Section 5.10 Company Qualifications and Past Experience, Volume of Work Awarded by College

Attachment A	W-9	Page 11
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Section 5.20 Proposed Project Staff Qualifications and Experience

Section 5.30 References

Attachment A - 1	*Reference Sample Transmittal Letter	Page 3
Attachment A - 2	*Reference Performance Evaluation Survey	Page 4

* That each proposer shall complete and send to your clients **for the client** to fill in and **client to send back directly** to the College prior to defined deadline.

Section 5.40 Proximity and Response Plan, Projected Work Load, and Willingness to Meet Time & Budget Requirements

Section 5.50 Total Cost/Value

Section 5.60 Company Financial Strength

Attachment A	Financial Attestation Form	Page 2
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Attachments Under Separate Covers:

I	Material Supplies and Equipment Owners Sales Tax Exemption	Under Separate Cover
II	Sample Agreement	Under Separate Cover
III	General Conditions for Construction & Supplementary Conditions	Under Separate Cover

1.00 Overview

- 1.01 Florida State College at Jacksonville (College) has a requirement for which your company may be qualified to submit a formal proposal in response to this RFP #2020C-08.
- 1.02 This RFP solicits the submittal of priced proposals from qualified firms that can partner with the College to provide ongoing **Electrical Delivery Order Contracting Services**.
- 1.03 **To be considered responsive**, proposers **shall** deliver ***before 2:00 p.m. EST. on 10/30/2019*** **one (1) original hard copy and provide one (1) USB OR CD drive that contains “all” of your documentation** included in the original proposal in a **pdf** format.

Note: Original binder must be marked **ORIGINAL** and must have original signatures. The USB OR CD may be placed inside the binder. Please label the USB OR CD drive with the College’s name, solicitation number, and your company’s name. (i.e. “Copy” Acme Proposal, 2020C-08 to FSCJ)

It is the proposer’s responsibility to guarantee the USB OR CD drive is 100% identical to your original hard copy proposal. In the event of a discrepancy, your original hard copy will prevail.

Proposal **shall not exceed 75 total pages** in length to include not only all required FSCJ forms and attachments but any documents* that you include in your submittal to:

Randi Brokvist
Executive Director, Purchasing
501 West State Street, Room 305
Jacksonville, FL 32202

***Note: Seventy-Five (75) page total maximum submission limit includes all of the College’s forms and any or all attachments. Submittal of double sided pages will be counted as two pages.** *The table of contents, the drug-free signature form or policies, FSCJ addendum signature sheet and tab sheets are Not counted in your maximum 75 pages. If your proposal in total exceeds this 75 page limit, **only the first 75 pages** (including any referred to pages) of your proposal will be evaluated.

- 1.04 **To be responsive** your proposal **shall** be signed by an authorized employee/officer with the authority to bind a contract. ALL proposals MUST be submitted in a sealed envelope which shall be sealed and marked: #2020C-08, your company’s name and then mailed or otherwise delivered to the COLLEGE’s Executive Director, Purchasing at the below address.
- 1.05 **Public bid opening**; Florida State College at Jacksonville will conduct a Public proposal opening at **2:00 p.m. on 10/30/2019 at the Colleges Administrative Offices Bldg. Room #305A, 501 West State Street.** Pursuant to HB 7223 /FS 119.071, **the College will not be reading aloud the individual bid prices at the Public Opening and only open the individual proposals and publicly announce who a proposal was received from.** The actual proposal prices submitted will not be a public record until the date of posting (defined herein) or after the number of days as defined in FS 119.071.”
- 1.06 Any proposal submitted **shall** have prices firm for at least 90 calendar days from public opening to allow adequate time for college evaluation, board of trustee approval as well as, contract negotiation and execution.

1.07 Please direct any inquiries to the following College staff.

Contact Person: Audrey B. Monroe
Associate Director of Purchasing
Construction Contracts Coordinator
Phone: 904-632-3086
Email: amonroe@fscj.edu

1.08 As deemed in the College's best interest, the College reserves the right to:

- 1.081 Reject any or all proposals submitted, or portion of a proposal, or
- 1.082 To resolicit proposals or not, or
- 1.083 To waive informalities, or
- 1.084 To issue to all proposers Request for Information (RFI's), or
- 1.085 To request(s) for clarification/information, or
- 1.086 To solicit best and final offers from all or finalist firms.
- 1.087 To negotiate a satisfactory award of any portion(s) of this RFP to the top-ranked firm.
- 1.088 To terminate negotiations with the top-ranked firm if satisfactory contract can not be negotiated and enter into negotiations with the next ranked proposer until a satisfactory contract can be negotiated and entered into.
- 1.089 To utilize contract #2020C-08 or other publically solicited contracts available to FSCJ.

2.00 Existing Conditions

- 2.01 Florida State College at Jacksonville (College) located in Northeast Florida has five (5) campuses and two (2) centers and provides instruction to over 50,000 students each year.
- 2.02 The College's campuses and centers are:
- 2.021 Downtown Campus: 101 West State Street, Jacksonville, FL 32202
- Advanced Technology Center (ATC): 401 W. State St. Jacksonville, FL 32202
 - Administrative Offices (AO): 501 W. State St., Jacksonville, FL 32202
 - Urban Resource Center (URC): 601 W. State St., Jacksonville, FL 32202
 - Main Street Bldg.: 940 North Main Street, Jacksonville, FL 32202
- 2.022 Kent Campus: 3939 Roosevelt Blvd., Jacksonville, FL 32205
- Cecil Center: 5640 POW-MIA Memorial Parkway (Formerly: 5640 New World Ave.), Jacksonville, FL 32221
 - Physical Location: 13367 Normandy Blvd., Jacksonville, FL 32221
 - Physical Location: 13450 Lake Fretwell St., Jacksonville 32215
- 2.023 North Campus: 4501Capper Road, Jacksonville, FL 32218
- Nassau Center: 760 William Burgess Blvd., Yulee, FL 32097
- 2.024 South Campus: 11901 Beach Blvd., Jacksonville, FL 32246
- Fire Academy of the South: 2700 Firefighter Memorial Drive, Jacksonville, FL 32246
 - EMS Training Facility: 11980 Alden Road, Jacksonville, FL 32246
- 2.025 Deerwood Center/Open Campus: 9911 Old Baymeadows Road, Jacksonville, FL 32256
- 2.03 Approximately six (6) years ago, the College solicited proposals to provide Electrical Delivery Order Contracting Services and awarded indefinite quantity contracts to Kim's Electric, Inc., North Florida Electric Contractors, Inc., The Titan Electric Group Inc., and Vangaurd Electric Contractors, Inc. These contracts are in their 6th and final year ending January 31, 2020. Historically, the College's average yearly expenditure for combined electrical services has been approximately \$40,000 with an average total contract expenditure of \$239,000.
- 2.04 The College does not utilize a rotating project assignment system. Although each campus and center selects the contracted Contractor(s) in which to request project proposals, a Contractor may have projects in process at multiple campus's or centers simultaneously.
- 2.05 During the past few years, the College has issued yearly Blanket Purchase Orders for a fiscal termed period as well as per project assignment Purchase Orders. The type of Purchase Order issuance is dependent on the "as needed requirements" of the campus or center requesting the services. Any campus or center may have both types of Purchase Orders issued concurrently, dependent on the service required for that campus or center.
- 2.06 The Contractor acknowledges and understands that the electrical services are being performed on public property owned by Florida State College at Jacksonville, which may at various times during the

completion of the project/job be occupied by students, faculty and College administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

- 2.061 The Contractor, Subcontractors, and their employees will refrain from using foul, abusive, or profane language on College property. The Contractor **shall** immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.
- 2.062 The College as of March 1, 2013 is a 100% Tobacco Free on all College grounds. Smokings, use of any tobacco products or carrying firearms/weapons or illegal drugs are prohibited on College property, including all buildings and grounds.
- 2.063 The Contractor **shall** enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.
- 2.064 The Contractor, Subcontractors, and their employees will refrain from using foul, abusive, or profane language on College property.
- 2.065 Contractor and Sub-contracted employees **shall** wear a uniform identifying the firm they represent. The College reserves the right to exclude anyone from entry into College proper for noncompliance with this requirement.
- 2.066 Prior to beginning employment and/or assigned to the College's Premises Contractor shall require/ensure its employees, agents, representatives undergo a Florida Criminal History Record Check consistent with the standards for security of the College's population, staff and the building, in which Premises are located. Contractor shall be responsible for costs/expenses associated with the Florida Criminal History Record Check. For additional information on ordering record checks, please visit the following link regarding Florida Criminal History Records Checks <http://www.fdle.state.fl.us/Criminal-History-Records/Record-Check>
- 2.067 The Contractor **shall** comply with the trench safety standard, where relevant, in accordance with the Trench Safety Act sections 553.60 through 553.64., F.S.

3.00 Problem Statement/RFP Objectives:

To identify qualified contractor(s) who can provide the College electrical and related services with the overall best total value.

3.01 It is the College's objective to solicit the submittal of proposals from qualified firms to provide electrical and related services as defined herein through the process as allowed by Florida Statute 255.103 defined herein.

3.011 It is the College's intention that the resultant contract(s), if approved by the District Board of Trustees at their December 11, 2019 meeting, would be for an initial contract period of February 1, 2020 through January 31, 2021 with up to five (5) optional one (1) year extension termed periods. Renewal of each term would be subject to satisfactory performance, continued need, mutually agreeable rates, same terms and conditions, continued receipt of adequate appropriations by the State of Florida Legislature, and District Board of Trustee approval of extension. In the event that the contract(s), resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services, the College may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the contract, and with the written consent of the "CONTRACTOR"(s), extend the contract(s) for such comparable period of time as may be necessary to permit the College's continued supply of the identified services.

3.012 The anticipated contract(s) will have a maximum per funded purchase order (job/project) price not to exceed \$75,000.00 with a maximum capped term period expenditure of \$500,000.00.

3.013 Unfunded annual requirement contract(s) will be awarded to the successful contractor(s). No deliveries are to be made or services provided thereunder each fiscal year until funded purchase orders are issued by the College Purchasing Department. All such orders will cite the basic contract number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the instructions contained in the funded purchase orders.

CONTRACTOR shall accept a written Notice of Intent to issue a Purchase Order or other written notification authorizing CONTRACTOR to proceed from the Executive Director for Purchasing, or designee, should the project be deemed of an extremely time sensitive or of an emergency nature/safety to life in which awaiting receipt of said OWNER Purchase Order is not feasible before commencing any work.

3.014 The quantities set forth herein are estimates only and are based upon past experience and projected usage. The college cannot guarantee, therefore, that the entire quantity of any or all items will be ordered during the period of the contract. Conversely, during the period of the contract, the college reserves the right, as necessary, to order quantities in excess of the estimated quantities at contract prices.

3.02 Any resultant contract(s) shall be governed by the laws of the State of Florida and would include a ninety (90) calendar day termination provision without cause or cost for both parties.

3.03 The College intends to evaluate/award new contract(s) to commence on or about February 1, 2020. The College reserves the right to award a contract to a single contractor or to multiple contractors as deemed in the best interest of the College.

3.031 It is the College's intent if issuing multi-award contracts would be to cover peak multi-campus simultaneous demand periods, such as winter break and to not bid awarded contractors against each other on the same project.

3.04 Material Supplies and Equipment - Owners Sales Tax Exemption:

Contractor shall include in solicitations of subcontractor bids in accordance with Attachment "I" herein regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. Contractor from time to time would recommend to the College that it purchase raw materials/equipment directly on an OWNER Purchase Order (PO) net of State of Florida sales tax by submitting a tax agreement signed by the subcontractor and completed manual Requisition for tax saving direct purchases (refer to Exhibit "B" of Attachment I). The College, in turn, would do a deductive change order to Contractor PO equal to the value of the raw materials plus the sales tax saved.

3.041 In all cases the parties will attempt to identify materials of significant cost that can be purchased without the payment of sales taxes. Significant cost is defined for these purposes as an amount of materials or equipment in excess of \$5,000.00 per Purchase Order. The parties agree to use their best efforts to identify these items prior to the signing of a particular delivery order.

3.042 If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:

- Owner shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per Exhibit A and Exhibit B of Attachment I.

3.043 In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.

3.044 If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:

- Contractor may designate an item as suitable for tax exempt purchase.
- Upon notice to Owner both parties will determine, by agreement, whether the item shall be purchased by the Owner so as to be tax exempt.
- Within five (5) business days of notification, the parties shall agree whether the tax exempt purchase shall be initiated.
- Upon agreement, the parties will initiate a tax exempt purchase in compliance with Florida law, where Owner will be responsible for builders risk/loss up until the raw materials/equipment is incorporated into the project.
- When the tax exempt purchase is completed, the amount of money due to contractor shall be reduced by the cost of the item, plus applicable sales tax.
- If either party determines that the item should not be purchased in a tax exempt manner, then the purchase of the item will be made by the Contractor as contemplated in the delivery order.
- If Owner delays in making a decision about the tax exempt purchase or delays in the completion of the forms necessary to complete the purchase, then the delay in purchase shall excuse timely performance by Contractor to the extent of the delay.

3.045 In no case shall Owner pay Contractor the cost of any item, or the tax associated with its purchase, if Owner has directly purchased the item under its tax exempt authority.

4.00 Proposal Guidelines/Scope of Services

4.001 PROPOSERS ARE HIGHLY ENCOURAGED TO FOLLOW THE RFP NUMERICAL SEQUENTIAL FORMAT OF THIS RFP #2020C-08

4.002 PRE-PROPOSAL CONFERENCE: The College has scheduled a Non- Mandatory attendance RFP pre-proposal conference on **10/9/2019 at 10:00 a.m. at the Advanced Technology Center, 401 West State Street, Room T112, Jacksonville, FL 32202** to provide proposers an opportunity to meet with College staff to answer questions.

4.003 CONDITIONS AFFECTING THE WORK: Proposers are encouraged to attend the non- mandatory attendance pre-proposal conference meeting and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Proposers should also carefully examine the RFP documents so that they are accurately informed regarding any and all conditions and requirements contained therein that may in any manner affect the work to be performed. The College will not assume any responsibility for proposers' cost to submit proposals or their errors and omissions caused by failure of the part of the proposer to inspect and familiarize themselves with the contract documents.

4.004 RFP INQUIRES:

In order to maintain a fair and impartial competitive process, the College shall avoid any oral communication with prospective proposers other than through the purchasing office during the proposal preparation and evaluation period. However, all proposers will be provided a copy of all written questions **(submitted prior to 5:00 p.m. 10/17/2019)** of the College's responses, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to the attention of:

Audrey B. Monroe
Associate Director of Purchasing Construction Contracts Coordinator
Florida State College at Jacksonville
501 West State Street, Room 305
Jacksonville, FL 32202-4030

All written questions are due no later than 5:00 p.m. Friday, 10/17/2019 via email:
amonroe@fscj.edu.

ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

If necessary, an addendum will be emailed or mailed to all who are known by the Purchasing Department to have received a complete set of proposal documents. The College posts all addendums on the Purchasing website at www.fscj.edu/bids

4.005 **CONE OF SILENCE:** From the time the public advertisement of this RFP takes place until the RFP is awarded and approved by the Board of Trustees, a vendor shall not contact any other College personnel or members of the College's District Board of Trustees, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this RFP process and vendor will not receive further consideration in reference to this RFP.

4.006 **ADDENDA:** Any addenda issued prior to the opening of the RFP for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the RFP and related documents. Since all addenda are available to proposers at the office of the FSCJ Executive Director, Purchasing, it is each proposer's responsibility to check with the issuing office and immediately secure all addenda before submitting your proposal. The FSCJ Executive Director, Purchasing uses email/mailed by U.S. mail addenda to all known prospective contractors, but no guarantee can be made that addenda will be received.

4.10 NON-EXCLUSIVE:

The College reserves the right as deemed in the best interest to not utilize the awarded contractor(s) and to directly purchase electrical and related services as required.

4.20 THE AWARDED CONTRACTOR SHALL:

4.201 Provide qualified contractors employees to perform all electrical services.

4.202 Be an "independent contractor" providing all required equipment, materials, tools, necessary labor, etc. services for the various types of electrical services in the College's buildings, facilities and property for the work to be performed as specified on each issued Purchase Order.

4.203 Sell FSCJ only OEM new and unused parts as required.

4.204 Maintain all insurance as specified in Special Condition #8.01 and provide and maintain for all terms of the agreement.

4.205 Maintain all required licensures authorizing work of this scope as listed RFP #2020C-08 Section 5.119.

4.206 At all times guard from damage or loss of property of the College or of other contractors or sub-contractors and shall replace or repair at its cost any loss or damage unless such be caused by the College, other contractors or sub-contractors. The College may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or his agents.

4.207 Be responsible for the prompt removal of all debris resulting from his delivery.

4.208 At all times keep the construction area, including storage areas used by the Contractor, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the College. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and as original condition satisfactory to the College.

4.209 At a minimum have at least one Journeyman-level experienced plumber on each project/job or holding a Certificate stating they have completed a 4 Year Apprentice Program.

4.30 REPORTS:

The awarded contractor(s) shall provide the College Minority/Woman Owned Business semi-annual usage reports to the attention of Purchasing.

This report shall include at a minimum the following: All disadvantaged/minority owned business usage by name of sub-contractor, type of minority/woman owned, project identification and dollar amount of the award.

4.40 GENERAL CONDITION

4.401 EXPLANATIONS TO PROPOSERS: Any explanation desired by a contractor regarding the meaning or interpretation of the request for proposal, resultant Form of Agreement, etc. must be requested in writing from the College's Executive Director of Purchasing with sufficient time prior to the defined established **deadline as defined in Section #4.004** to allow for a reply to reach all proposers before the response submission due date of their proposals. Any interpretation made will be in the form of a written addendum which will be furnished by email or US Mail to all known prospective proposers. Its receipt by the proposer must be acknowledged by one of the means set forth in the addendum. ORAL EXPLANATIONS OR INSTRUCTIONS given either at a pre proposal conference or provided before the submittal of proposals or prior to award of the resultant contract will **NOT** be binding on the College.

4.402 PREPARATION OF PROPOSALS:

- Proposals **shall** be submitted on the forms furnished, or copies thereof, and **to be responsive shall** be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the proposal. Telegraphic proposals **will not** be considered. Proposals must be typed or written in ink. Proposers can request a digital copy of the RFP by contacting Audrey B. Monroe at amonroe@fscj.edu.
- Modifications of proposals already submitted will be considered if received at the office designated in the RFP prior to the time set for public opening of proposals.

4.403 FAMILIARITY WITH LAWS: The proposer is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant contract shall include requirements that the performance of work and resultant contract shall be governed by the laws of the State of Florida.

4.404 RIGHT-TO-KNOW LAW: It shall be the responsibility of the successful company to comply, fully, with the Florida Right-To-Know Law, and to provide the College's Safety Coordinator with any and all Material Safety Data Sheets (MSDS) of hazardous materials to be used at the college on a project.

- 4.405 ALTERNATE FUNDING SOURCE REQUIREMENTS: Whenever applicable, the Contractor will adhere to all applicable Federal, State, and local ordinances, to include, but not limited to:
- Federal Civil Rights Act of 1964
 - Immigration Reform and Control Act of 1986
 - State of Florida Workers' Compensation Act
 - Davis-Bacon Act
 - Occupational Health and Safety Act
 - Environmental Protection Agency Laws
 - Florida Environmental Protection Division Regulations
 - Florida Department of Transportation Regulations
 - Copeland Anti-Kick Back Act

NOTE: Subsequent contract(s) to this RFP can be utilized for any project in which FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002 requirement would be applicable.

- 4.406 TOXIC SUBSTANCES: The awarded contractor shall comply with chapter 87-202, Laws of Florida. The awarded contractor involved in any manner with toxic substances in construction, repair or maintenance of the College shall notify the College's Safety Coordinator, in writing, of any substances to be used which is enumerated in the Florida Substances List, at least three (3) working days prior to using the substance. The notification shall contain: (1) the name of the substance to be used, with Safety Data Sheets (SDS) sheet; (2) where the substance is to be used; and (3) when the substance is to be used. If the awarded contractor uses subcontractors, the successful company shall be responsible for ensuring that all subcontractors comply with Chapter 87-202.
- 4.407 On January 6, 2015, Florida State College at Jacksonville (FSCJ) District Board of Trustees approved Board of Trustees Rule #6Hx7-8.4 in which Engineers and Architects performing design services for the College shall indicate on all building plans that no asbestos-containing building materials are to be used.

As a part of the College's self-premitting process, all contractors performing work for the College shall comply with all Federal, State, local, and College regulations and policies regarding asbestos. Contractors performing remodeling or renovation activities shall:

- Provide general awareness training for employees working on College projects so that employees are able to identify suspect asbestos-containing materials if found during work activities;
- Immediately cease work and notify the College's Project Manager and Campus Representative if suspect asbestos-containing materials are discovered during work activities;
- Utilize no asbestos containing building materials. Contractors should use resources such as Safety Data Sheets, product labels, and product manufacturers to make a proper determination. Manufacturers may use the mineral names only, rather than referring to a material as asbestos. Asbestos minerals include chrysotile, amosite, crocidolite, tremolite, actinolite, and anthophyllite; and
- Provide the College a letter stating that work will be performed in compliance with all Federal State, local, and College regulations and policies regarding asbestos and certifying that no asbestos-containing building materials were used.

4.408 This RFP solicits a level of exceptional electrical service to be comparable to the finest electrical operations in the United States. Further, a service that is sensitive and responsive to the needs of the campus and compatible with the educational and cultural objectives of the College.

4.409 REUSE OF EXISTING PLANS: Upon completion of the project all drawings, plans, specifications or other materials, whether in print or electronic format, prepared by the contractor, and/or sub-contractors in relation to a project/job shall become the property of the College. College owns all rights, including all intellectual property rights, in all original materials it makes available to the contractor or its employees during the delivery of services under this agreement. Contractor agrees that it shall not permit any third party to either duplicate or reproduce any materials in any manner without College's prior written permission. The College shall have the right without additional cost to use these documents or make unlimited reproductions thereof at will as it may desire for remodeling, renovation and/or additions, without further obligation to the contractor and without further liability on the part of the contractor with respect to the reuse of the documents.

4.4010 PROJECT BUILD DRAWINGS: The College will require not only as built drawings but also PDF drawings.

4.4011 The College is a political subdivision of the State of Florida, as such is a self permitting entity, the awarded contractor is required on each project to:

- Coordinate FSCJ permitting requirement with the College's Facilities Department Building Code Official.
- Clarify with end users (requesting department personnel) before quoting a project, coordinating with the College the need for utilizing on a project selected outside architectural or engineering firm of the project/job in addition to College inspections so as to build into quotes adequate inspection time and cost.

4.4012 PAYMENT: Payments will be made by the College after (a) service has been received and found to fully comply with specifications and properly invoiced or (b) a project has been determined by College personnel to be substantially complete with regard to installation of equipment and related services. Invoices must show the College Purchase Order number and RFP number, 2020C-08, and be submitted to the College as directed per Purchase Order.

4.4013 ESUPPLIER INFORMATION: If you are not a current vendor of Florida State College at Jacksonville, and deemed as the awarded contractor, you will need to go to <http://www.fscj.edu/discover/governance-administration/purchasing/vendor-application> . Copy and paste this link into your browser, click on esupplier.fscj.edu to sign onto our supplier website, esupplier.fscj.edu. That will take you to the registration portal. Click on New User Account under "Not a Bidder or Supplier". This will take you to the registration pages you will fill out.

By submitting the College a bid, **the winning contractor(s) agrees** that the College payment to your company may be made electronically by ACH or other electronic method. The College requires the winning bidder to register on the College's e-Supplier online system in order for the College to make payment, which will require your attachment of your completed W-9 form.

4.4014 Proposers acknowledges that the College, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

Proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed herein.

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

In addition to other contract requirements provided by law, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville would provide the records and at a cost that does not exceed the cost provided in chapter 119, FS, or as otherwise provided by law.
- c) Ensure that public records that are exempt of 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 Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

If a Contractor does not comply with a public records request, the Florida State College at Jacksonville shall enforce the contract provisions in accordance with the contract.

Contractor shall notify the College designated contact each time it receives a public records request for public records Contractor has in its possession.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE OWNER CONTRACT ADMINISTRATOR).

5.00 Proposal/Interrogatories/Evaluation Criteria

Information to be included in your response to this RFP titled: Electrical Delivery Order Contracting Services, the proposal submittal **shall** include, at a minimum, a detailed response to **all** of the following interrogatory questions. Failure to fully answer **all** questions/inquiries will cause your RFP submittal to be considered non-responsive.

To be responsive proposers shall complete this “entire” Section #5.00 Sub-Sections with RFP page 2. The College evaluation committee will evaluate responsive written proposals submitted using evaluation criteria defined herein and subject to administrative approval, negotiate with the top ranked firm(s) and a mutually agreed to contract. Please assure your proposal follows the RFP #2020C-08 numerical order format.

- 5.01 Proposers are to download each Section 5.00 Sub-section independently, complete and submit each sub-section as listed in Section 5.03.
- 5.02 Proposer shall **submit each sub-section as a separate files** on the one submitted USB/CD drive. It is the proposer’s responsibility to guarantee the USB/CD drive is 100% identical to your original hard copy proposal. In the event of a discrepancy, your original hard copy will prevail.

Proposer shall submit one original hard copy with each sub-section under a separate tabbed section including ALL requested documentation for that sub-section. **Total proposal compilation shall not exceed 75 total pages** in length to include not only all required FSCJ forms and attachments but any documents* that you include in your submittal.

*Note: Submittal of double sided pages will be counted as two pages. If your proposal in total exceeds this 75 page limit, only the first 75 pages (including any referred to pages) of your proposal will be evaluated.

* Pages THAT ARE NOT counted in your maximum 75 pages include: table of contents, drug-free signature form or policies, minority business enterprise certification form or minority certificates, FSCJ addendum signature page(s) and tab sheets.

- 5.03 The College will require the use of Two (2) sealed envelopes as part of a proposers’ submittal.

5.031 Envelope #1 – “Required RFP 2020C-08 Documents”

- Completed, signed Signatory RFP Cover Page. (Page 2)
- Completed Qualification Submittal. (COMPLETE SECTIONS 5.10 THRU 5.40)
- Current copy of all required licenses.
- Completed W-9 Form (Section 5.10, Attachment A)
- Minority Business Enterprise/Woman Business Enterprise Certificate (Section 5.10, Attachment B)
- Drug-Free Workplace Certification (Section 5.10, Attachment C)
- Public Entity Crimes Form (Section 5.10, Attachment D)
- FSCJ Site Visit Certification Form (Section 5.10, Attachment E)
- Special Condition Submission Page (Section 5.10, Attachment F)
- Completed Reference Chart (Section 5.202)

5.032 Envelope #2 – “Required Total Cost Value, Financial Documents”

- Completed Cost/Value Proposal with sample quote. (Section 5.50)
- Completed Company Financial Strength Submittal. (COMPLETE SECTION 5.60)
- Completed Insurance Form.
- Completed Financial Attestation Form (Section 5.60, Attachment A)

5.04 Each sub-section must be labeled as indicated below:

ENVELOPE #1

Section 5.10 Company Unique Qualifications and Past Experience, Volume of Work Previously Awarded by College

Section 5.20 Proposed Project Staff Qualifications and Experience

Section 5.30 References

Section 5.40 Proximity and Response Time, Projected Work Load, Willingness to Meet Time & Budget Requirements

ENVELOPE #2

Section 5.50 Total Cost/Value

Section 5.60 Company Financial Strength

5.70 Finalist (Optional) Best and Final Offers:

The evaluation committee may elect to request best and final offers with finalist(s). The committee will assign up to 60 points based on the finalist response to the best and final issuance to meeting or exceeding the College's minimum or preferred specifications. The College reserves the right to issue all finalists a best and final offer invitation, as deemed in the College's best interest. (0 – 60 points)

5.80 Finalist (Optional) Interview:

The evaluation committee may schedule interviews of their proposed solutions with any finalist (as deemed in the College's best interest). Should interviews be held, the committee will assign up to 40 points based on the finalist demonstration in the interview of their understanding of the College requirements and commitment to meeting or exceeding the College's minimum or preferred specifications. (0 – 40 points)

6.00 Evaluation Criteria/Basis of Award:

The College will organize an evaluation committee who will review responsive proposals submitted. The committee will meet in a public evaluation meeting (see schedule in Section #7.00) and assign evaluation points for each criterion as defined herein. The committee will then total up each proposer's points to determine which proposer(s) would be considered a finalist. The committee may optionally request from each of the finalists Best And Final Offers or not, as deemed in the College's best interest. The committee may elect to optionally schedule an interview with all finalists or not, as deemed in the College's best interest.

Recommendation ranking of proposers for this contract(s) will be to that proposer(s) scoring the overall highest evaluation points.

It is the College's intent to recommend to its District Board of Trustees that College administration be authorized to negotiate with the top ranked proposer(s) a satisfactory contract(s), as deemed in the College's best interest. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer(s) until satisfactory contract(s) #2020C-08 can be negotiated and entered into.

RFP #2020C-08
Title: Electrical Delivery Order Contracting Services
Evaluation Criteria Matrix

RFP Section #	Maximum Evaluation Points	Criterion	Proposer	Proposer	Proposer
		Phase I			
5.10	20.0	Company Unique Qualifications and Past Experience, Volume of Work Awarded			
5.20	10.0	Project Staff Qualifications and Experience			
5.30	15.0	References			
5.40	10.0	Proximity and Response Plan, Projected Work Load, and Willingness to Meet Time & Budget Requirements			
5.50	35.0	Total Cost/Value			
5.60	10.0	Company Financial Strength			
	100.0	Subtotal (Phase I)			
		Phase II			
5.70	60.0	(Optional) Finalist Best and Final Offers			
5.80	40.0	(Optional) Finalist Interview			
	100.0	Subtotal (Phase II)			
	200.0	Grand Total of Phase I and Phase II			

7.00 Schedule (ALL times are EST)

9/30/2019	RFP issue date
10/9/2019 10 a.m. – 10:30 a.m.	Pre-Proposal Conference (Non- Mandatory attendance) Advanced Technology Center, 401 West State Street, Room T112, Jacksonville, FL 32202
10/17/2019 5 p.m.	Deadline to submit (by email to amonroe@fscj.edu) final request for clarifications
10/30/2019 @ 2:00 p.m. EST	Public proposal opening at FSCJ, Administrative Offices, 501 West State Street, Jacksonville, FL 32202 (3 rd floor purchasing) Room 305
10/30/2019 5 p.m.	Deadline to submit (by email to amonroe@fscj.edu) to FSCJ notice of your “intent” to submit FSCJ a proposal
10/30/2019 5 p.m.	Deadline for the College’s receipt (directly from proposer’s clients) of completed “Reference Performance Evaluation Surveys” Attachment A-2.
10/30/2019 thru 11/6/2019	Evaluation committee review responsive proposals submitted.
11/6/2019 9 a.m. – 12 p.m.	Public evaluation meeting, Urban Resource Center (URC), 601 West State Street, Jacksonville, FL 32202 Room #U218
11/13/2019 9 a.m. – 3 p.m.	(Optional) interview of finalist(s), time and location TBD.
11/13/2019 Directly After Interviews On or About 11/19/2019 On or About 11/22/2019 On or About 11/22/2019	Public Interview evaluation meeting, Urban Resource Center (URC), 601 West State Street, Jacksonville, FL 32202 Room #U218
11/19/2019 On or About 11/22/2019 On or About 11/22/2019	Posting of recommendation of award. End of posting period. Notice of College’s Intent to Award issuance
12/10/2019	Recommendation submitted to the College’s District Board of Trustees for approval.
12/11/2019	Planned date to sign satisfactory contract(s) (upon receipt of documents specified in College’s Intent to Award issuance)
2/1/2020	Date contract(s) RFP #2020C-08 will commence.

8.00 Special Conditions

1.02 ** EXCLUSIVE CONTRACTS **

FSCJ reserves the right to order items from other sources as deemed appropriate in conducting normal business or in the best interests of the college. However, this provision shall not be used to circumvent the intent of the contract.

1.06 ** EQUIPMENT/MATERIALS/LABOR **

It will be the responsibility of the successful proposer to supply all materials, tools, necessary labor, etc. For the work to be performed as specified.

3.01 ** DEBRIS **

Contractor shall be responsible for the prompt removal of all debris resulting from his delivery.

3.02 ** CLEANING UP **

The contractor shall at all times keep the construction area, including storage areas used by him/her, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the college. Upon completion of the construction, the contractor shall leave the work and premises in a clean, neat and as original condition satisfactory to the college.

7.04 ** SITE INSPECTION **

It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other college activities. Arrangements for proposers inspection of college facilities and/or activity schedules may be secured from the campus/center's point of contact as stated in **Sub-Section 5.10, Attachment E prior to the question/request for clarifications deadline of 10/17/2019 at 5:00 p.m. proposers are to include in their submittal the site visitation certification form (Attachment E) with their RFP submission whether or not the proposer elected to take advantage of the site visits opportunity.** By submitting a proposal, the proposer acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including, but not limited to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, at the site, the character of equipment and facilities needed preliminary to and during prosecution of work. The proposer further acknowledges that he has satisfied himself as to obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the College as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the proposer to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The College assumes no responsibility for any conclusions or interpretations made by the proposer on the basis of the information made available by the College.

8.01 ** INSURANCE FOR CONTRACTING OTHER THAN PROFESSIONAL SERVICES

The “awarded” contractor shall furnish a current Certificate of Insurance to the College Executive Director, Purchasing prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement that ensures the College will be provided 30 days written notice if your policy lapses for any reason. All insurance companies named on the certificate shall be the State of Florida and have a minimum A.M. Best rating of A-. This certificate must include the College **RFP Number 2020C-08** and be effective for the term of the contract and any extension thereof. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain at least the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

The college’s required insurance coverage’s and minimum limits of liability are as shown below:

Commercial General Liability* Coverage – Occurrence Form Required	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit Each Accident
Workers Compensation and Employers Liability	Workers Compensation Statutory Limits \$500,000 E. L. Each Occupational Accident \$500,000 E. L. Disease Each Employee \$1,000,000 E. L. Policy Aggregate

*Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering any resultant contract, agreement or Purchase Order, or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C medical payment is not required. The College requires General Liability Insurance policies include a waiver of subrogation in favor of the College.

The contractor will be responsible for builders risk/loss for the raw materials/equipment supplying into the project up until the College accepts and takes possession of the project.

“The winning contractor’s above described policies shall be endorsed such that should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the College. A copy of the winning contractor’s actual notice of cancellation endorsement as issued on the policy(ies) signed by an authorized representative of the insurer(s) shall also be provided.”

THE DISTRICT BOARD OF TRUSTEES, FLORIDA STATE COLLEGE AT JACKSONVILLE, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR THE COMMERCIAL GENERAL LIABILITY COVERAGE

AWARD CONTRACTOR’S INSURER: Please make sure that the Insurance Certificate or ACORD form returned RFP #2020C-08 Title: Electrical Delivery Order Contracting Services Page 24 of 29

to the College as evidence of insurance contains the College as Certificate Holder and the bid number is listed on the certificate as shown in the sample. Without a copy of your client's GL policy endorsement and these two pieces of information the certificate submitted will be considered incomplete.

11.01 ** PRE-RFP (R.F.P.) CONFERENCE **

A NON-MANDATORY PRE-RFP (R.F.P.) CONFERENCE WILL BE HELD ON 10/9/2019 AT 10:00 AM AT THE ADVANCED TECHNOLOGY CENTER, 401 WEST STATE STREET, ROOM T112, JACKSONVILLE, FL 32202. The purpose of this conference is to hear any and all questions arising from the Request For Proposal issued prior to the opening date. A formal addendum will be issued prior to RFP opening to document any changes in schedule or specifications.

11.02 ** PROTECTION OF PROPERTY **

The contractor shall at all times guard from damage or loss of property of the college or of other contractors or contractors and shall replace or repair any loss or damage unless such be caused by the college, other contractors or contractors. The college may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the contractors or his agents.

12.02 ** WARRANTY AND SERVICE **

The successful proposer shall fully guarantee all items furnished against defect in materials and/or workmanship for a period of one year from date of final acceptance by the college. Should any such defect, except for normal wear and tear, appear during the warranty period, the successful proposer shall commence repair or replace same at no cost to the college within 40 hours after notice from the Executive Director of Purchasing; or the person designated by the Executive Director of Purchasing.

15.01 ** TIME OF ESSENCE/FAILURE TO PERFORM **

It is hereby understood and mutually agreed, by and between the parties hereto, that the time of completion of each project/job is an essential condition to the resultant contract.

If awarded contractor shall neglect or fail or refuse to furnish and deliver the specified services within the time specified on the project purchase order, then said contractor does hereby agree, as a consideration for the awarding of this contract, to pay to the college the sum expended by the college to contract for alternate services for the period required from the scheduled delivery date until actual completion of delivery of the services specified in the project purchase order. If the contractor shall be delayed in the completion of their work by reason of unforeseeable causes beyond their control and without their fault or negligence, including, but not restricted to, acts of nature or of the public enemy, acts or neglect of the owner, riots, civil commotions, freight embargoes or priority regulations, the period herein specified for the completion of their work shall be extended by a mutually agreed upon such time.

Provided, that the contractor shall, within seven (7) calendar days from the beginning of such delay, notify the College's Executive Director, Purchasing in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of decision in the matter.

15.02 ** SUBCONTRACTING **

Where a contractor does not have the capability or the time to complete the work required under this proposal/RFP 'in-house', subcontracting will be permitted only with the prior knowledge and approval of the Florida State College at Jacksonville. Therefore, the name of any subcontractor contemplated for use will be included as part of the requested project proposal. This process is needed so that the College can be assured and in agreement that the subcontractor(s) can complete the work to the desired quality and in a timely manner. The subcontractor(s) must be identified with the proposed subcontractor's licensure authorizing the ability to perform the assigned work at the time of job proposal request.

15.05 ** PROOF OF FUNCTIONAL CAPABILITIES **

It should be understood by the Contractor that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment/services/items as specified under this solicitation. If required, the Contractor will have to demonstrate these capabilities within seven (7) days after conditional award.

16.01 ** MODIFICATIONS PRIOR TO DATE SET FOR OPENING PROPOSALS/RFPs **

The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of proposals/RFPs. Such revisions and amendments, if any, will be announced by an addendum to the RFP. If the revisions and amendments are of a nature which require material changes in quantities or prices RFP or both, the date set for the opening of proposals/RFPs may be postponed by such number of days as in the opinion of the Executive Director of Purchasing will enable proposers to revise their proposals/RFPs. In such cases, the addendum will include an announcement of the new proposal/RFP opening date.

17.01 ** EXTRAS **

No payment for extras to an original accepted proposal request in which a purchase order was issued shall be made unless such extras and the price therefor have been authorized in writing by the Executive Director, Purchasing in the form of a Purchase Order Change Order.

19.01 ** MANUALS **

The successful proposer shall furnish instruction manuals in the ratio of one manual for each new unit installed. The instruction manual shall describe the technical operations of the equipment and define the capabilities.

21.02 ** ANNUAL FIRM PRICE/INDEFINITE QUANTITY CONTRACT **

The intent of this RFP is to establish an annual service requirements contract for Florida State College at Jacksonville.

The contract will extend for the initial period commencing on or about 02/01/2020 (or date of award if award is subsequent thereto) through 01/31/2021. The contract may be extended thereafter for with five (5) optional one (1) year periods of time by mutual agreement between the Contractor(s) and the College, providing there is no change in terms and conditions. Rates may be negotiated annually, same terms and conditions, continued

receipt of adequate appropriations by the State of Florida Legislature, and administrative approval of extension. In the event that the contract(s), resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services, the College may notify contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the contract, and with the written consent of the "Contractor"(s), extend the contract(s) for such comparable period of time as may be necessary to permit the College's continued supply of the identified services.

An unfunded annual requirement contract will be awarded to the successful Contractor(s). No deliveries are to be made or services provided thereunder until each fiscal year funded Purchase Orders are issued by the Purchasing Department. All such orders will cite the basic contract number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the instructions contained in the funded purchase orders.

The quantities set forth herein are estimates only and are based upon past experience and projected usage. The college cannot guarantee, therefore, that the entire quantity of any or all services will be ordered during the period of the contract. Conversely, during the period of the contract, the college reserves the right, as necessary, to order quantities in excess of the estimated quantities at contract prices.

23.90 ** INTERPRETATIONS/PROTESTS **

Any questions concerning conditions or specifications shall be directed in writing to the Purchasing Department. Inquires must reference the date of bid opening and bid number. No interpretations to such questions or inquiries shall be considered binding unless provided in writing by the College.

23.91 **PROTEST OF SOLICITATION SPECIFICATIONS **

To protest the specifications or the terms and conditions contained Request For Proposal (RFP) a written notice that includes the solicitation #2020C-08 titled Electrical Delivery Order Contracting Services, together with a brief description of the basis for the protest must be filed with the Executive Director of Purchasing at 501 W. State Street, Jacksonville, FL 32202, within 72 hours after receipt of the project solicitation specifications. For purposes of this section, Saturdays, Sundays and State Holidays shall be excluded in the computations of the 72 hour time period. A formal written protest must be filed within 10 days after the date of the Notice of Protest is filed. The formal written protest must state with particularity all facts and law upon which the protest is based. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, 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, FLORIDA STATUTES.**

23.92 ** PROTEST OF AWARDS AND INTENDED AWARD **

A respondent may only protest a decision or intended decision of the College (including the issuing of specifications and/or awards) resulting from a competitive solicitation for a contract of \$65,000 or more. Bid tabulations with recommended awards will be posted **On or About 11/19/2019** for review by interested parties on the purchasing web page: www.fscj.edu/bids unless changed by addendum, and will remain posted for a period of 72 hours (not including Saturdays, Sundays and State Holidays). Any person who is adversely affected by the college's decision or intended decision shall file a written notice of protest that includes the solicitation # and title, together with a brief description of the basis for the protest with the Executive Director of Purchasing

at 501 W. State Street, Jacksonville, FL 32202, within 72 hours after the posting of the tabulation sheet. A formal written protest must be filed within 10 days after the date the notice of protest was filed. The formal written protest shall state with particularity all facts and law upon which the protest is based. Inspection or examination of opened bids or proposals are available for inspection from 7am-5pm Monday–Friday by appointment, upon notice of a decision or intended decision, or 10 days after Request For Proposal (RFP) public opening, whichever is earlier. Failure to timely file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to timely deliver the required filing fee and security bond in accordance with the Florida State College of Jacksonville Board Rule 6Hx 7-5.1 and Administrative Procedures 05-0601 shall constitute a waiver of any right to protest proceedings. The College’s protest procedures is located on the College’s website link: <https://fscjapm.blob.core.windows.net/apm/05-0601.pdf> or may be requested from the College’s Purchasing Department.

Florida State College at Jacksonville provides equal access to education, employment, programs, services and activities and does not discriminate on the basis of age, race, color, national origin, sex, disability, religious belief, or marital status. The College Equity Officer has been designated to handle inquiries regarding the non-discrimination policies and may be contacted at equityofficer@fscj.edu.

Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or college in Florida or elsewhere.

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500 for questions about the accreditation of Florida State College at Jacksonville. The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.