



Agreement RFP #2020C-13x
Between
Florida State College at Jacksonville
And _____

1.00 This Request for Proposal contract #2020C-13 for Pressure Washing & Window Cleaning Job Order Contracting Services hereinafter referred to as "Agreement", is made this _____ day of _____, 2020, by and between **Florida State College at Jacksonville** with its principle address at 501 West State Street, Jacksonville, FL 32202-4068, a political subdivision of the State of Florida, hereinafter referred to "Owner" and _____ with its principle address at _____, Florida _____, , a private for profit corporation, (Federal ID# _____) hereinafter referred to as "Contractor".

2.00 **WITNESS:**

Whereas "OWNER" has five (5) campuses and one (1) center in Duval county and one (1) center in Nassau County; and whereas "OWNER" issued a Request for Proposal number 2020C-13 for Pressure Washing Services and whereas "CONTRACTOR" submitted a written formal proposal to Request for Proposal #2020C-13 on **2/27/2020** and whereas "OWNER" evaluation committee has reviewed submission(s) received and recommends for contract "CONTRACTOR" as a top ranking proposer and now therefore, for and in consideration of the mutual covenants, agreements, and conditions herein, and in "OWNER's" Request for Proposal number 2020C-13 (attached as Attachment A) and "CONTRACTOR's" proposal and responses to RFP #2020C-13 which is attached as Attachment B and incorporated by reference, it is mutually agreed by and between the parties as follows:

3.00 **TERM:**

- It is the College's intention that the resultant contract(s), if approved by the District Board of Trustees at their April 14, 2020 meeting, would be for an initial contract period of June 1, 2020 through May 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.
- The contract 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 \$325,000.00.

4.00 **CONTROLS:**

This indefinite quantity agreement shall:

- Contractor shall comply with all requirements defined in RFP #2020C-13.
 - Where the Contractor does not have the capability or the time to complete the work required under this RFP 'IN HOUSE', sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor(s) contemplating for the use will be included on each project proposal submitted with the proposed sub-contractor licensure authorizing the ability to perform the assigned work. This process is needed so that the College can be assured and in agreement that the Sub-contractor(s) can complete the work to the desired quality and in a timely manner.
 - All requested project proposals must be submitted in the format and priced in accordance with RFP #2020C-13, Section 5.50 and to include requested time to complete project proposed.
 - 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.
 - In compliance with the Jessica Lunsford Act all Contractor or Sub-contractor employees who perform service at the College shall have passed a Duval County Police Department Live Scan, a Level II or FDLE/FBI criminal background check prior to the start of the project. The background check will be conducted at the Contractors expense.
 - 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.
- a) Notwithstanding the foregoing, Owner shall have no obligation to issue orders, if the Contractor is in default or breach under this Contract; the Florida Legislature fails to appropriate or allot necessary funds; or "OWNER" is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of the "OWNER", regardless of whether such causes was reasonably anticipatable; or if Contractor fails, declines, or is unable to perform any of the work described by any Purchase Order or statement of work agreed to by "OWNER" during the term of this contract.
 - b) Contractor shall provide a continuous on-site work force during regular working hours, until scheduled project completion. The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the project. For the purpose of this RFP, regular working days are defined as between 6:00 a.m. and 5:00 p.m., Monday through Friday except on College observed holidays unless other arrangements are approved by the College in advance such as during winter or spring break.
 - c) "CONTRACTOR" shall maintain all records, quotes, invoices, and associated documentation for a period not less than five years after termination of contract and make available to the "OWNER" or its auditors at no cost reasonable access to said quotes, invoices, documents, records, etc.
 - d) No deliveries are to be made or services provided thereunder until funded purchase orders are issued by the purchasing department. All such orders will cite the basic agreement number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the agreement and instructions contained in the funded purchase orders.

- e) The quantities set forth herein are estimates only and are based upon past experience. The college cannot guarantee, therefore, that the entire quantity of any or all items will be ordered during the period of the agreement. Conversely, during the period of the agreement, the college reserves the right, as necessary, to order quantities in excess of the estimated quantities at agreement prices.
- f) The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida without conflict of laws rules. Venue for any dispute arising from this Agreement shall only be in Duval County, Florida.

5.00 **DEFAULT:**

(a) The following shall constitute events of default hereunder:

(i) "CONTRACTOR" shall:

- (A) make an assignment for the benefit of creditors or authorizes, initiates or consents to the initiation against it of any proceeding for a moratorium or for relief under the United States Bankruptcy Code or any similar state law or otherwise procures a stay of enforcement against it of creditors' remedies generally, or
- (B)
 - (i) terminates its business or otherwise ceases to function as an on-going concern,
 - (ii) "CONTRACTOR" shall default in the timely remitting of any service herein required;
 - (iii) "CONTRACTOR" shall fail to maintain at all times required insurance policies and licensures as defined herein,
 - (iv) "CONTRACTOR" shall fail to perform any of the other terms, conditions, covenants or provisions herein contained on the part of "CONTRACTOR" to be performed, and said failure of performance shall remain uncured for a period of fourteen (14) calendar days after written demand for performance by "OWNER";
 - (v) "CONTRACTOR" shall fail to perform any term, covenant, condition or provision herein contained on the part of "CONTRACTOR" to be performed (except for factors beyond the control of "CONTRACTOR"); or
 - (vi) the occurrence of an event of default by "CONTRACTOR" pursuant to any other Agreement by and between "OWNER" and "CONTRACTOR". Upon fourteen (14) calendar days of uncorrected event of default, "OWNER", in addition to all other remedies available to it in law or in equity, may by written notice to "CONTRACTOR" terminate this agreement without penalty or additional cost beyond the date of termination with seven (7) calendar days written notice.

5.10 **TERMINATION:**

In addition to termination provisions based on default defined above, either party shall retain the right to terminate this contract without cause by providing ninety (90) calendar days written notice.

6.00 **SCOPE OF WORK:**

The Contractor shall:

- a) Provide qualified contractors employees to perform all Pressure Washing and Window Cleaning services as defined in individually issued Purchase Order project assignments.

- b) Be an “independent contractor” providing all required equipment, materials, tools, necessary labor, and etc. needed to provide various types of Pressure Washing services for exterior perimeter building walls, windows, fascia, soffits, sidewalks, patios, and all other such exterior surfaces and Window Cleaning services as specified on each issued Purchase Order.
- c) Maintain all insurance as specified in special condition #8.01 and provide and maintain for all terms of the agreement.
- d) Maintain all required licensures authorizing work of this scope as listed RFP #2020C-13 Section 5.119.
- e) 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 any loss or damage unless such is 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.
- g) Be responsible for the prompt removal of all debris resulting from his delivery.
- f) 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.
- g). Provide Hazardous Safety Material Data Sheets (SDS) to College’s Safety/ Risk Management Department, 501 West State Street, Jacksonville, FL 32202, in accordance with Section 4.406.

7.00 PROCEDURE:

- a) “OWNER’s” Purchasing Department will forward said PO to “CONTRACTOR” upon receipt from “CONTRACTOR” of all required documents: [insurance certificate, performance bond, signed contract.]
- b) “CONTRACTOR” shall await receipt of said “OWNER’s” PO before commencing any work.

8.00 TIME FRAME/RESPONSE TIME:

As defined in “CONTRACTOR” RFP #2020C-13 and “CONTRACTOR’s proposal #2020C-13 Section 5.402.2, the following schedule of response times:

PROJECT ACTIVITIES	ROUTINE/NORMAL * RESPONSE STATUS	FAST TRACK / URGENT * RESPONSE STATUS
Project Scope Visit		
Measure/Estimate		
Schedule		
Project Negotiations		

“CONTRACTOR’s” management approach to the response plan procedures offers the optimum combination of key elements in the successful delivery of timely performance through use of experienced qualified personnel, extensive quality control program, subcontractor evaluations, adequate resources, material availability, and advanced scheduling. “CONTRACTOR” has developed the management systems, expertise, and human resources necessary to minimize delays due to subcontractor and material availability; meet defined schedules; manage increased workloads; and stay on schedule for multiple task order contacts.

“CONTRACTOR” commits to completion of the scope of work within the described number of days as defined in the issuance of a College funded Purchase Order for each project assigned.

9.00 COST/RATES:

The costs shall remain fixed and unchanged for the initial termed period in accordance with the contractor’s submitted Section 5.50 proposal costs in RFP 2020C-13.

10.00 MONTHLY MEETINGS/AUDITS:

A meeting consisting of management representative from both parties shall meet initially prior to beginning any individual project to discuss the status of work and then not less than monthly through the project duration until “Owner” has accepted the project completion, which would include “CONTRACTOR” submitting status report(s). This requirement can be adjusted as the needs of both parties dictate. This shall not prohibit more frequent meetings as desired. The intent of this agreement is to more expeditiously furnish related services to College customers. To this end, this contract may be formally modified in writing when mutually agreeable to by both parties.

11.00 MINORITY BUSINESS UTILIZATION:

“CONTRACTOR” shall invite (where known) 25% of all subcontractors/sub consultants on any job to be greater than 51% women or minority owned and State of Florida licensed contractors. The Contractor shall quarterly furnish to the “OWNER’S” purchasing office a listing of all minority (including women owned or small business) subcontractors used. This listing shall include both certified and non-certified minority vendors. Contractor shall include the name of the subcontract firm, their address and define the trade/services (i.e., [drilling, trenching etc.]) provided and the dollar amount of services rendered.

12.00 INVOICING:

As per the RFP, invoices shall be submitted per project or for extensive projects, no more frequently than once a month. “OWNER” will remit payment either electronically within 40 days (or number of days as identified in the General Terms and Conditions, Section titled “Terms And Delivery”) satisfactory completion of defined deliverables and receipt of an accepted invoice. Invoices must show the College Purchase Order number and RFP number (2020C-13), and be submitted to the College as directed per Purchase Order.

13.00 LAWS, REGULATIONS AND RULES:

“CONTRACTOR” shall comply with all laws, ordinances, rules and regulations, whether federal, state or local, applicable to the operation of its business including compliance with Federal Affirmative Action/Equal Employment Opportunity regulations. While on campus premises, “CONTRACTOR” shall comply with “OWNER” policies and shall at all times conduct its business safely in accordance with recognized standards in the trade.

13.10 PROHIBITION REQUIREMENTS:

Any employee performing work in respect to contract RFP #2020C-13 must comply with the Rules of The Board of Trustees #6Hx7-2.19 titled, Tobacco and Smoke Free Environment. The Board Rule #6Hx7-2.19 states: "Effective March 1, 2013, Florida State College at Jacksonville declares the College to be a tobacco and smoke free organization. Accordingly, Florida State College at Jacksonville will prohibit the use, distribution or sale of all tobacco products in all indoor and exterior college owned property, all institution-sponsored off-campus events, and in all campus-owned vehicles. College employees, students, visitors, contractors, and all others are expected to comply with this Rule and the Florida Indoor Clean Air Act at all times. The College President is authorized to develop administrative procedures in furtherance of this Rule."

14.00 INDEMNIFICATION:

For \$10.00 (Ten Dollars) and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by "CONTRACTOR", "CONTRACTOR" agrees to indemnify, defend and save "OWNER" and its respective Board of Trustees, officers, employees, subsidiaries, affiliates, landlords, and agents (collectively, "Indemnified Parties") harmless from and against any and all claims demands, or causes of action (including attorneys' fees) for liability for bodily injury or property damage arising from (a) negligence of "CONTRACTOR" in the operation of "CONTRACTOR" business, (b) negligence or dishonesty of, or any actions or omissions by "CONTRACTOR" or any of its employees, agents or subcontractors, (c) any breach by "CONTRACTOR" of its obligations defined hereunder.

15.00 INSURANCE:

During all terms of this Agreement, "CONTRACTOR" shall, at its sole cost and expense, maintain worker's compensation insurance as required by law, and other specified insurance on an occurrence basis in an amount equal to the limits as defined in "OWNER" proposal #2020C-13. "Contractor" shall provide a certificate of insurance listing the District Board Of Trustees, 501 West State Street, Jacksonville, FL 32202, of Florida State College at Jacksonville as additionally insured before services shall commence and confirming that before any cancellation modification or reduction in coverage of such policies, the insurance company shall give thirty (30) days prior written notice to "OWNER" of such proposed cancellation, modification or reduction. Any fees charged by the insurance company for issuing certificates or notification to "OWNER" shall be the responsibility of "Contractor". All such insurance policies is to be placed with an insurer rated A or better by A.M. Bests and licensed to do business in the State of Florida.

16.00 OWNER IS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA:

Both parties mutually agree "OWNER" as a political subdivision of the State of Florida obligations hereunder are limited by Florida Statutes, State Board of Education Rules, and College Board Rules where at no time the College liability exposure shall exceed the limits defined in Florida Statute #768.28.

17.00 RELATIONSHIP:

"CONTRACTOR" is an independent contractor acting in its own behalf, and nothing contained in this Agreement shall be construed to make "CONTRACTOR" a partner, employee, agent, joint venture, dealer or franchisee of "OWNER".

18.00 GENERAL:

a) Requests and other communications from any of the parties to the other shall be given in writing and shall be considered to have been duly given or served if sent by United States Certified first-class

mail, addressed to the respective party at its address set forth below or to such other address as such party may hereafter designated by written notice to the other party.

- b) If any provision herein shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ANY PROCEEDINGS RELATING TO OR FOR THE ENFORCEMENT HEREOF SHALL BE BROUGHT IN FEDERAL OR STATE COURTS LOCATED IN DUVAL COUNTY IN THE STATE OF FLORIDA. "CONTRACTOR" CONSENTS AND SUBMITS TO THE JURISDICTION OF SAID COURTS AND AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PUBLICATION BY REGISTERED OR CERTIFIED MAIL, OR IN ANY MANNER PROVIDED UNDER FLORIDA OR APPLICABLE FEDERAL LAW. Any legal action by either of the parties against the other shall be brought within two (2) years of the date the cause of action first arose. In the event a legal proceeding is brought, the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorney's fees and costs.
- c) Terms not defined in the body of this Agreement shall have the meaning ascribed to them in the Schedule(s). This writing is intended by the parties as the final and binding expression of their Agreement, is complete and exclusive of the terms thereof and supersedes all prior negotiations, representations and agreements, and includes "OWNER's" RFP number 2020C-13 and "CONTRACTOR's" proposal #2020C-13 by reference.

19.00 ASSIGNMENT AND SUBLETTING:

- a) "CONTRACTOR" shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the written consent of "OWNER", such consent not to be unreasonably withheld. Provided, however, "CONTRACTOR" may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of "CONTRACTOR" with
- or into which "CONTRACTOR" may merge or consolidate or which may succeed to the assets of "CONTRACTOR" or a major portion thereof related to "OWNER" business. No such assignment or sublease shall serve to release "CONTRACTOR" from any of its obligations, duties or responsibilities under this Agreement unless "OWNER" agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, "CONTRACTOR" shall furnish a copy to "OWNER". Any change of ownership involving 25% or more of the outstanding voting share of "CONTRACTOR" shall be considered a transfer of this Agreement.
- b) This Agreement shall be binding upon and inure to the benefit of "CONTRACTOR" and "OWNER" and their respective successors and permitted assigns. This Agreement may not be directly or indirectly assigned, transferred, delegated, subcontracted or sublicensed, in whole or in part by "CONTRACTOR", without the prior written consent of "OWNER". In the event "CONTRACTOR" is a partnership, corporation, limited liability company or other entity, the transfer in one transaction, or a series of transactions, of fifty percent (50%) or more of the aggregate equity or voting control of sub-licensee shall constitute an assignment of this Agreement.
- c) In submitting a bid to "OWNER", "CONTRACTOR" offers and agrees that if the bid/proposal is accepted, the "CONTRACTOR" will convey, sell, assign, or transfer to "OWNER" all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the

United States and the State of Florida for pricing fixing relating to the particular commodities or services purchased or acquired by "OWNER". At the "OWNER'S" discretion, such assignment shall be made and become effective at the time the "OWNER" tenders final payment to the "CONTRACTOR".

20.00 SUCCESSORS AND ASSIGNS BOUND:

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this agreement.

22.00 NOTICES:

Notices required herein may be given by registered or certified mail by depositing the same in the U.S. Mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to be received by the addressee seventy-two (72) hours after deposit of the same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to "OWNER" shall be delivered as follows:

"OWNER"
Randi Brokvist
Executive Director of Purchasing
501 W. State Street
Jacksonville, FL 32202
(904) 632-3294

Notices to "CONTRACTOR" shall be deemed sufficient if in writing and mailed, registered or certified, postage prepaid, addressed to "CONTRACTOR" as

"CONTRACTOR"

Attn: _____

Company: _____

Street: _____

City, State, Zip: _____

Phone Number: (_____) _____

Email: _____

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

This agreement is entered into by both parties authorized officers.

“CONTRACTOR”

“OWNER”

Name: _____
Street: _____

Florida State College at Jacksonville
501 West State Street

City, State, Zip: _____

Jacksonville, FL 32202

Federal ID: _____

Federal ID # 59-1149317

BY: _____

BY: _____

Print Name: _____

Randi Brokvist
Executive Director of Purchasing

Title: _____

Date: ____/____/____

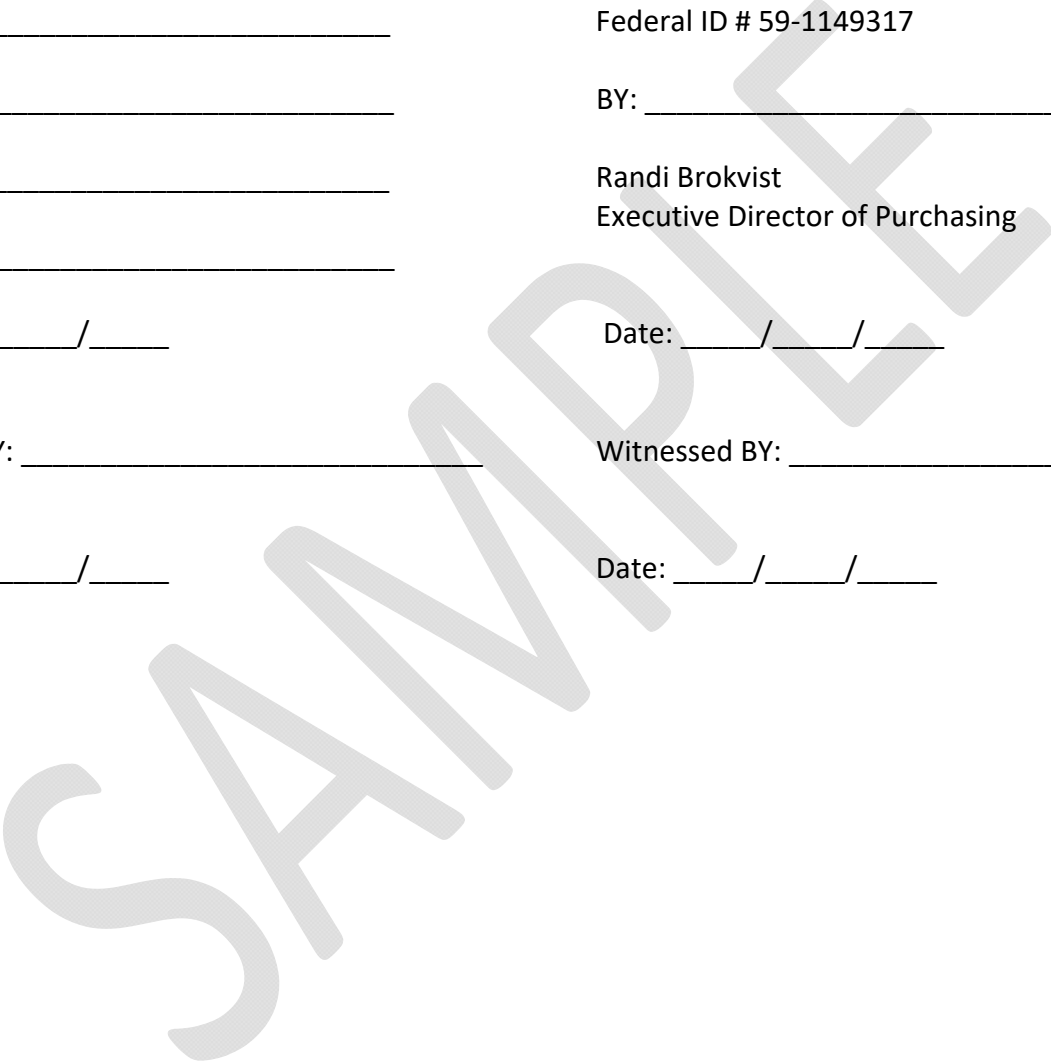
Date: ____/____/____

Witnessed BY: _____

Witnessed BY: _____

Date: ____/____/____

Date: ____/____/____



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.

SAMPLE