

FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
PURCHASING DEPARTMENT

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

Do More. Be More. Achieve More.

INVITATION TO BID (ITB)

ANNUAL CONTRACT FOR FIRE SUPPRESSION SYSTEM SERVICE

Solicitation # ITB-18-019

Commodity Code #:

81141804: Equipment inspection service

June 11, 2018

Table of Contents

SECTION 1 – INTRODUCTION	4
1.1 Introduction to the Procurement	4
1.2 Statement of Purpose	4
1.3 Term of the Agreement	4
1.4 Contact Person: Procurement Manager & Procurement Officer	4
1.5 Definitions	5
1.6 Small, Minority, and Florida Certified Veterans Business Participation	5
1.7 Special Accommodations	5
SECTION 2 – PROCESS	5
2.1 General Overview of the Process	5
2.2 Official Notices and Public Records	6
2.3 Protests and Disputes	6
2.4 Limitations on Contacting FSDB Personnel and Others	7
2.5 Schedule of Events and Deadlines	7
2.6 Notice of Intent to Submit a Reply	7
2.7 Mandatory Pre-Response Meeting	7
2.8 Written Questions	7
2.9 Receipt of Replies	8
2.10 Oral Presentations as Part of Evaluation	8
2.11 Request to Withdraw Reply	8
2.12 Cost of Preparation of Reply	8
2.13 Terms and Conditions	8
2.14 Conflict of Interest	9
2.15 Convicted Vendors	9
2.16 Discriminatory Vendors	9
2.17 Respondent’s Representation and Authorization	9
2.18 Manufacturer’s Name and Approved Equivalents	10
2.19 Performance Qualifications	10
2.20 Public Opening & Postponements	10
2.21 Notifications and Advertisements	10
2.22 Firm Response	10
2.23 Contract Formation	10
2.24 Contract Overlap	10
2.25 Sample Agreement	10
2.26 Truth-In-Negotiation	11
2.27 No Discrimination	11
2.28 FSDB’s Reserved Rights	11
SECTION 3 – SPECIFICATIONS	12
3.1 Funding Limits	12
3.2 Vendor Registration in MyFloridaMarketPlace	12
3.3 Performance Bond Is Not Required Prior to Contract Execution	12
3.4 Minimum Specifications	12
SECTION 4 – INSTRUCTIONS FOR RESPONDING	13
4.1 How to Submit a Reply	13
4.2 Content of the Reply	13
4.3 Reply Format	14
4.4 Public Records and Trade Secrets	15
SECTION 5 – THE SELECTION METHODOLOGY	16
5.1 Selection Procedures & Mandatory Requirements	16
5.2 Evaluation Methodology	17
5.3 Final Selection and Notice of Intent to Award	17
APPENDIX A – General Terms & Conditions and Sample Contract	18
SECTION 1 – GENERAL PROVISIONS	20
Article 1.01. Definitions	20
Article 1.02. Applicable Law	20
Article 1.03. Engagement of the Contractor	20
Article 1.04. Communication between Parties	20

Article 1.05.	Authorization to do Business in the State of Florida	20
Article 1.06.	Entire Agreement	21
Article 1.07.	Modification of the Contract	21
Article 1.08.	Renewal of the Contract.....	21
Article 1.09.	Termination of the Contract.....	21
Article 1.10.	Severability.....	21
Article 1.11.	Effectiveness of the Contract	21
Article 1.12.	Authorized Representatives	21
Article 1.13.	All Terms and Conditions Included	22
Article 1.14.	Non-waiver of Defaults	22
Article 1.15.	Replacement Contract	22
Article 1.16.	Immunities.....	22
Article 1.17.	Public Records	22
Article 1.18.	Jessica Lunsford Act / Background Checks	22
Article 1.19.	Amicable Settlement	22
SECTION 2 – PERFORMANCE OF THE SERVICES		22
Article 2.01.	Personnel	22
Article 2.02.	Information	22
Article 2.03.	Performance Standards	22
Article 2.04.	Codes of Conduct	23
Article 2.05.	Confidentiality.....	23
Article 2.06.	Sub-Contracting	23
Article 2.07.	Liability	23
Article 2.08.	Insurance	23
Article 2.09.	Deliverables and Reporting Obligations.....	23
Article 2.10.	Ownership of Copyright.....	23
Article 2.11.	Force Majeure	24
Article 2.12.	Transparency Florida Act	24
Article 2.13.	Nondiscrimination and Compliance.....	24
Article 2.14.	Financial Consequences for Failure to Perform	24
Article 2.15.	Coordination of Work	24
Article 2.16.	Minimum Levels of Service and Criteria for Completion of Agreement.....	24
SECTION 3 – FINANCIAL PROVISIONS.....		24
Article 3.01.	Payments	24
Article 3.02.	Payments Withheld	25
Article 3.03.	Correction of Work Before Final Payments.....	25
Article 3.04.	Liens.....	25
Article 3.05.	Taxes, General and Contingency.....	25
Article 3.06.	Travel Reimbursement.....	25
Article 3.07.	Return of Unspent Funds	25
Article 3.08.	Record-keeping and Accounts	25
APPENDIX B – Receipt of Addendum Form		27
APPENDIX C – Identical Tie Bids Statement		28
APPENDIX D – Public Entity Crimes Sworn Statement		29
APPENDIX E – Affidavit of Compliance with Minority Business Participation.....		31
APPENDIX F – Notice to Contractors.....		32
APPENDIX G – Schedule of Events and Deadlines.....		33
APPENDIX H – Proposal Form		34
Reply Submission Label		36

SECTION 1 – INTRODUCTION

1.1 Introduction to the Procurement

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

Florida's competitive procurement process is aimed at the protection of the public against collusive contracts, fraud, bias, and favoritism. Among other things, it is designed to secure fair competition on equal terms to all bidders, to secure the best values at the lowest possible expense, to provide an opportunity for an exact comparison of bids, and to assure that the most responsive bid is accepted.

Pursuant to Section 287.017 (purchasing threshold categories) and Section 287.057 (procurement methods) when a state agency wishes to contract for commodities or contractual services that cost in excess of established thresholds, the agency must use one of several types of competitive procurement methods, i.e. Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN).

FSDB is promulgating this solicitation for the specified services to result in Contractual Agreement and intends to adhere to all applicable laws, rules, and regulations to ensure an open and fair process. Specifically,

- In accordance with (IAW) §287.057(1), F.S., FSDB utilizes the Competitive Solicitation process for the competitive procurement of commodities and services with a cost in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO;
- IAW §255.0525(1), F.S., FSDB utilizes the Competitive Solicitation process for the competitive procurement of services for any construction project that is projected to cost in excess of the threshold amount provided in §60D-5.002, Florida Administrative Code (F.A.C.) for CATEGORY FOUR;
- IAW §287.055(4), F.S. (Consultants' Competitive Negotiation Act), FSDB utilizes the Competitive Solicitation process for the competitive procurement of professional consultant services as specified therein (<https://goo.gl/Y1ZS4k>).

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

1.2 Statement of Purpose

This Competitive Solicitation is being issued by FSDB to obtain competitive responses from qualified firms (hereinafter referred to as Respondents or Vendors), consistent with the requirements outlined in this solicitation.

1.3 Term of the Agreement

The anticipated start date of the contract resulting from this solicitation is July 1, 2018. The contract shall end on June 30, 2019. The contract may be renewed in accordance with Article 1.08 of the General Terms and Conditions for Contracts.

1.4 Contact Person: Procurement Manager & Procurement Officer

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

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

Mailing Address:

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

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

1.5 Definitions

The definitions found in §287, Florida Statute (F.S.); §255, Florida Statute; and §60A-1.001, Florida Administrative Code (F.A.C.) shall apply to this solicitation. Additional terms are also defined in Appendix A, General Terms & Conditions and relevant applicable statutes. The following additional terms are also defined:

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

1.6 Small, Minority, and Florida Certified Veterans Business Participation

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

1.7 Special Accommodations

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

SECTION 2 – PROCESS

2.1 General Overview of the Process

Replies that meet the Mandatory Requirements of this solicitation and are otherwise responsive will be eligible for evaluation. Responsive Vendors will be evaluated and ranked and FSDB will post a notice of intended contract award, identifying the Vendor selected for award.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the solicitation

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

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

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

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

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

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

2.2.2 Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and §119.011, F.S., provides a broad definition of a public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. If awarded a contract, the Contractor shall comply with the public records laws of the State of Florida, Rule 1B-24.003(1)(a), F.A.C. and the most recently published General Records Schedule GS1-SL for State and Local Government Agencies.

2.3 Protests and Disputes

Florida's Administrative Procedure Act at §120.57(3), F.S., and Rules found in Chapter 28-110, F.A.C., generally govern state agency competitive bidding disputes including notice requirements, the time frames for protests, and hearing procedures. Respondents should be aware of the distinction between challenges to the published bid specifications versus challenges to the ultimate award of the solicitation. This section serves as notice explaining the protest rights to all parties who submitted a response.

2.3.1 Standing to Protest

Section 120.57(3), F.S. provides that any person who is "adversely affected" by the agency action may file a protest. An example of "adversely affected" is a second ranked low bidder having standing to challenge an award to the low bidder based on non-responsiveness (and other factors), a third or lower ranked bidder generally does not have standing, since even if successful in the protest of the award to the low bidder, the award would then go to the second ranked low bidder (nevertheless, the third or even lower ranked bidders can sometimes have standing, seek legal advice to determine issues of standing prior to filing). Absent special and extraordinary circumstances, non-bidders do not have standing.

2.3.2 Protest Stays the Bid Process

Filing of a timely formal protest stops the bid process and no final award of a contract may be made before entry of a final order after resolution of the protest, unless the agency head sets forth in writing particular circumstances which require the continuance of the process in order to avoid an immediate and serious danger to the public health, safety, or welfare (§120.57(3)(c), F.S.)

2.3.3 Time Limits for Filing Protests

Any person who has standing shall file with FSDB a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the specifications, notice, decision, or intended decision. A formal written protest which states with particularity, the facts and law upon which the protest is based and containing applicable supporting arguments, authorities, and evidentiary exhibits shall be filed within 10 days after the date the notice of protest is filed (Saturdays, Sundays, and state holidays excluded). **Failure to timely file the 72-hour notice of protest or the 10-day formal written protest will constitute a waiver of the right to protest.**

2.3.4 Protests of Terms, Conditions and Specifications

A protest of the terms, conditions, and specifications contained in this solicitation, including any provisions governing the methods for ranking bids, awarding contracts, reserving rights for further negotiation, or modifying or amending any contract. The notice of protest must be filed within 72 hours after posting of the solicitation as specified in Section 2.3.3 herein.

2.3.5 Protests of Decision or Intended Decision

A protest of a decision or intended decision must be filed within 72 hours after the notice of decision has been posted as specified in Section 2.3.3 herein.

2.3.6 Protest Bond Requirement

Protestors must file a bond payable to the agency as required by §287.042(2)(c), F.S. and Rule 28-110.005 F.A.C., in an amount equal to one percent of the estimated contract amount, based upon the contract price submitted by the protestor. If no contract price was submitted, FSDB shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to §120.57(3), F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.** In lieu of a bond FSDB may accept a cashier's check, official bank check, or money order in the amount of the bond.

2.3.7 Filing a Protest

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

2.4 Limitations on Contacting FSDB Personnel and Others

2.4.1 General Limitation

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

2.5 Schedule of Events and Deadlines

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

2.6 Notice of Intent to Submit a Reply

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

2.7 Mandatory Pre-Response Meeting

The purpose of the Mandatory Pre-Response Meeting is to review the solicitation with interested Vendors so that areas of misunderstanding or ambiguity are clarified and if necessary to visit the work site. If required in the Schedule of Events in the **Schedule of Events and Deadlines**, respondents wishing to submit a response shall attend a mandatory pre-response conference on the date and time and at the location specified in the schedule of events specified in the **Schedule of Events and Deadlines**. Failure to attend or arriving late to a specified mandatory conference will preclude respondent from submitting a response. Subcontractors are welcome to attend, but their attendance is not mandatory. *Time of arrival for meeting attendance shall be determined by the time of arrival at the FSDB Campus Police Security Check Point on Genoply Street.*

2.8 Written Questions

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

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

Potential respondents shall not contact any other employee of FSDB or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the VBS and FSDB website for new or changing information. FSDB shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by FSDB's Procurement Officer or Procurement Manager. Questions submitted to FSDB shall not constitute formal protest of the specifications or of the solicitation.

2.9 Receipt of Replies

2.9.1 Reply Deadline

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

2.9.2 Binding Replies

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

2.9.3 Bid Bond Not Required

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

2.9.4 Payment and Performance Bond Is Not Required

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

2.9.5 Changes to Replies After Submission Prohibited

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

2.9.6 Receipt Statement

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

2.10 Oral Presentations as Part of Evaluation

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

2.11 Request to Withdraw Reply

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

2.12 Cost of Preparation of Reply

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

2.13 Terms and Conditions

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

2.14 Conflict of Interest

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

2.15 Convicted Vendors

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

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

2.16 Discriminatory Vendors

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

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

2.17 Respondent's Representation and Authorization

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority;
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract;
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract;
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response;
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening;
- The respondent has fully informed FSDB in writing of all convictions of the firm, its affiliates (as defined in §287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company;
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception;
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions;
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with FSDB;
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response;
- The respondent shall indemnify, defend, and hold harmless FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its response;
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in

awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the response. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

2.18 Manufacturer's Name and Approved Equivalents

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

2.19 Performance Qualifications

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

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

2.20 Public Opening & Postponements

Responses shall be opened on the date and time as specified in the **Schedule of Events and Deadlines**. Respondents may attend, but are not required to attend. FSDB may choose not to announce prices or release other materials pursuant to §119.071(1)(b), F.S. A scheduled opening will be considered postponed when an emergency or unanticipated events that interrupt normal governmental processes so that the conduct of bid opening as scheduled is impractical. In such cases, an announcement of the rescheduled opening shall be publicly posted on the first work day on which normal Government processes resume. Any person requiring a special accommodation because of a disability should contact the Contract Administrator at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact FSDB by using the Florida Relay Service at (800) 955-8771 (TDD).

2.21 Notifications and Advertisements

Notification and advertisement is conducted pursuant to §255.0525, F.S. and may include but not be limited to: the Florida Administrative Register, Onvia's DemandStar, FSDB Website, the My Florida Market Place Vendor Bid System, and additional notifications and advertisements at the discretion of FSDB or as required by law. FSDB shall electronically post notices and awards on the date(s) indicated on the Timeline. If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the delay and a revised date for posting the notice of intended award. FSDB shall not provide tabulations or notices of award by telephone.

2.22 Firm Response

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

2.23 Contract Formation

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

2.24 Contract Overlap

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

2.25 Sample Agreement

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

2.26 Truth-In-Negotiation

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

2.27 No Discrimination

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

2.28 FSDB's Reserved Rights

2.28.1 Withdrawal of solicitation

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

2.28.2 Rejection of All Replies

FSDB reserves the right to reject any or all response(s) or separable portions thereof not submitted in the manner specified by the solicitation documents or under any of the circumstances prescribed in Rule 60D-5.0071, FAC., at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.; and to negotiate the contract in accordance with Rules 60D-5.008 and 60D-5.0091, FAC, if the low qualified bid exceeds the project budget.

2.28.3 Right to Inspect, Investigate, and Rely on Information

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

2.28.4 Clarifications/ Revisions

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

2.28.5 Minor Irregularities, Material Variance, and Right to Reject

There is a large body of case law as to what constitutes a minor irregularity versus a material variance from specifications, but generally, a material variation is one which (1) affects the price of the bid; (2) gives the bidder an advantage or benefit not enjoyed by other bidders; or (3) adversely impacts the interests of the procuring agency. *Intercontinental Properties, Inc. v. HRS*, 606 So. 2d 380 (Fla. 3d DCA 1992).

Material deviations or changes include those that involve fraud or misconduct, or that provide a bidder with an unacceptable or material competitive advantage. See *Liberty City v. Asphalt & Concrete*, 421 So. 2d 505 (Fla. 1982).

In general, the test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive character is whether it affects the amount of the bid by giving the bidder an advantage not enjoyed by other bidders. *Harry Pepper and Associates, Inc. v. City of Cape Coral*, 352 So. 2d 1190 (Fla. 2d DCA 1977).

In contrast, minor irregularities have included such matters as the submission of a cashier's check instead of a bid bond, the failure to submit written evidence that agent signing of the owner had authority, and the failure to include a form listing DBE subcontractors, at least where there is an allegation that the form was enclosed but later misplaced. See, e.g., *Intercontinental Properties; Asphalt Pavers v. DOT*, 602 So. 2d 558 (Fla. 1st DCA 1992).

Often solicitation documents will specifically list "Mandatory Criteria" or "Fatal Criteria". When included, this listing is not exhaustive of required items. The bid or proposal may still be fatally defective if the bidder or proposer is otherwise not responsive to information and criteria specified anywhere in the Solicitation and the omission meets the test of a material variance from the specification requirements as discussed above.

To be responsive, a bid or proposal must conform in all "material" respects to the solicitation. FSDB reserves its rights promulgated in Statute or Rule including §287.012(25), FS, §60D-5.0071, FAC, §60D-5.008, FAC, and §60D-5.0091, FAC, to include the right to accept or reject any and all bids, or separable portions thereof at any time, including after an award is made and to waive any minor irregularity, technicality, or omission if FSDB determines that doing so will serve the State's best interests. A minor irregularity is a variation from the terms and conditions of this solicitation which does not affect the price of the reply or give the Vendor a substantial advantage over other Vendors and thereby restrict or stifle competition and does not adversely impact the interest of FSDB. At its option, FSDB may correct minor irregularities, calculations, or typographical errors but is under no obligation to do so. When correcting minor irregularities, FSDB may request the Vendor provide clarifying information or additional materials to correct the minor irregularity.

However, FSDB will not request and the Vendor shall not provide additional materials that affect the price of the proposal, or give the Vendor an advantage or benefit not enjoyed by other Vendors.

2.28.6 Reserved Rights After Notice of Award

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

2.28.7 Other Reserved Rights

FSDB reserves all rights as provided by law, rule, or regulation, and as may be described elsewhere in this solicitation.

SECTION 3 – SPECIFICATIONS

3.1 Funding Limits

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

3.2 Vendor Registration in MyFloridaMarketPlace

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

3.3 Performance Bond Is Not Required Prior to Contract Execution

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

3.4 Minimum Specifications

The purpose of this solicitation to secure the qualified labor required for successful completion of the following work at the Florida School for the Deaf and the Blind (FSDB). This work statement applies to fire suppression system and its components for service and maintenance twice in a year as scheduled by the FSDB Contract Manager.

FSDB has currently has fourteen (14) locations consisting of thirty (30) residential grade and five (5) commercial grade Wet-chemical fire suppression systems requiring bi-annual servicing as follows:

- Clean, inspect and test the fire suppression system and its liquid agent cylinder.
- Obtain and review manufacturer's information for servicing, testing, and operating.
- Clean and inspect the fusible links and connecting wires.
- Replace fusible links bi-annually or as necessary during the visit.

3.4.1 Work Standards

CONTRACTOR shall furnish and provide qualified and appropriately certified personnel and necessary engineering support to assess, inspect, test, and perform Preventive Maintenance, for Wet-chemical fire suppression system operation at FSDB. The CONTRACTOR shall furnish all tools and test equipment and properly supervise all site personnel. Services will be performed as scheduled by the FSDB Contract Manager during FSDB business hours, but must not disrupt or interfere with normal business operations without the express approval of the FSDB Contract Manager.

3.4.2 Products Used

The CONTRACTOR is responsible for supplying all preventive maintenance consumables and safety equipment required to carry out the contract.

3.4.3 Defective Equipment

For any failed, unusable or inoperable equipment, the CONTRACTOR shall perform an equipment failure investigation and root cause failure analysis to determine latent failure causes to identify and document the failure, resultant damages and to provide information and data to avoid future failure occurrences and to develop a statement of work to repair/replace defective equipment components and/or replace the equipment in its entirety.

3.4.4 Site Restoration

The CONTRACTOR shall ensure that all facilities receiving this work shall be left in a condition acceptable to the FSDB Contract Manager.

3.4.5 Disposal of Materials Removed

FSDB shall be responsible for the disposal of all trash created while performing this work statement. The CONTRACTOR shall transport all materials to be disposed of from the point of removal to the designated disposal storage site, and shall ensure that all items removed through this work are disposed of properly.

3.4.6 Requirements and Deliverables

The CONTRACTOR shall provide one copy of a typed summary report within 30 days of site work completion. Required deliverables are as follows: Narrative summary site report to include all findings, repairs or corrective measures, completed inspection and testing checklists. Completed testing and inspection form for Wet-chemical Fire Suppression System.

3.4.7 Compliance

All services shall be performed by qualified and appropriately certified individuals and in compliance with:

- NFPA 17A - Standard for Wet Chemical Extinguishing Systems
- NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- Florida Building Code and Fire Code, and required references
- All other requirements of any local Authority Having Jurisdiction (AHJ).

SECTION 4 – INSTRUCTIONS FOR RESPONDING

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

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

4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

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

4.1.4 Number of Copies Required

A complete reply consists of the following:

4.1.4.1 **one** original Reply;

4.1.4.2 **five** copies of the Reply;

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

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

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

4.1.5 Replies to be in Sealed Envelopes

The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate sealed mailing container. **The label provided must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package.**

4.2 Content of the Reply

FSDB has established certain requirements which must be included as a part of any submitted proposal. Deviation from, or omission of, such requirement may not by itself cause rejection of a proposal. The right is reserved to determine which Respondents have met the basic requirements of this SOLICITATION, and to determine whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept bids which deviated in minor or technical fashion is also reserved. Only those Respondents who have met the mandatory requirements of this SOLICITATION will be considered; any Respondent who has not done so will be rejected. The right is reserved to reject any or all bids. Failure to meet any contractual obligations may result in cancellation of any award.

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

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

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

4.2.1 Title Page

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

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

4.2.2 TAB 1: Required Vendor's Statements and Certifications

4.2.2.1 Registrations and Licenses

Each bidder and each subcontractor whose field or area is governed by Chapter 399, 455, 489 or 633 of the Florida Statutes for licensure must hold a valid current license as required by the Statute. If the bidder is a corporation, he must also be properly registered with the State of Florida, Department of State, Division of Corporation. The reply must include copies of applicable Florida licenses, registrations, and evidence of My Florida Market Place registration and Substitute W-9 submission.

4.2.2.2 Insurance

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

4.2.2.3 Appendix Documents

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

4.2.2.4 Bid Bond Not Required

A bid bond is not required to accompany the reply.

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

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

4.2.3 TAB 2: Responding to the Specifications

- 4.2.3.1 **Respondent Cost Proposal.** The reply must contain a completed cost proposal found in Appendix H (attached);

4.3 Reply Format

4.3.1 Replies to be Thorough

Vendors must provide thorough and specific replies for how they propose to address each of the requirements/ specifications. Vendors are advised to consider the evaluation criteria and replies must follow the format described herein.

4.3.2 Reply Clarity Essential

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

4.3.3 Replies to be Concise

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

4.3.4 Hard-copy Reply Format

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

- 4.3.4.1 Title of the Reply;
- 4.3.4.2 Solicitation number;
- 4.3.4.3 Vendor's name; and
- 4.3.4.4 Identification of the enclosed document (the original reply must be clearly marked as such and copies identified and numbered as copy #1, copy #2, etc.).

DO NOT ATTACH THE BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed in Section 4.2 – in the order listed therein.

4.3.5 Electronic Copy Format

The required electronic format of the Reply must be on a USB Thumb Drive. The software used to produce the electronic files must be unprotected Adobe portable document format ("pdf"), version 6.0 or higher. Replies must be able to be opened and viewed by FSDB utilizing Adobe Acrobat, version 9.0. The electronic copies shall not be password protected and must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non "original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted, FSDB reserves the right, at its sole discretion, to reject the entire reply.

4.3.6 References to Separately Bound Material

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

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

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

4.4.2 Replies and Other Submissions Are Subject to Public Inspection

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

4.4.3 How to Claim Trade Secret Protection

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

the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.4.4 Vendor's Duty to Respond to Public Records Requests

In response to any notice by FSDB that a public records request received by FSDB encompasses any portion of the separately bound part of the Vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide FSDB with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, FSDB is authorized to produce the records sought without any redaction.

4.4.5 FSDB Not Obligated to Defend Vendor Claims

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

SECTION 5 – THE SELECTION METHODOLOGY

FSDB intends to award the contract to the responsible and responsive Vendor or Vendors whose reply is determined to be the most advantageous to the state. FSDB will award the contract based on a final selection by the President or designee, who will consider the relative importance of price and other evaluation criteria set forth in this solicitation. The President or designee may also make a determination as to whether to deem one or more Vendors ineligible for award. FSDB will electronically post the President's or designee's final decision and intent to award in accordance with §120.57(3)(a), F.S. and Rule 60A-1.021, F.A.C. Nothing herein limits the ability of the President or designee to confer with any FSDB personnel in the course of the process.

5.1 Selection Procedures & Mandatory Requirements

- 5.1.1 Each proposal will be fully evaluated. FSDB, at its sole discretion, will determine whether particular proposers have the basic qualifications and experience and/or meet the evaluation criteria. FSDB may reject the proposal of any proposer who is determined to be non-responsive. The failure of a proposer to promptly supply information may be grounds for a determination of "non-responsive".
- 5.1.2 A selection team of FSDB staff will meet and review the material submitted in response to this request. The selection team will evaluate the information provided; including the findings of the reference checks conducted, and will rate each firm/bid separately according to the factors set forth below and ranked according to the total number of points the individual proposal earned, based on the stated maximum point allowance per factor.
- 5.1.3 It will be the intent of the grading system and evaluation criteria to view each statement in terms of content, not appearance. The company will be selected on the basis of demonstrated competence and qualifications to perform the services and not through competitive bidding procedures. Any selection made under this solicitation shall be made to the Offeror who provides the best offer for FSDB based on the evaluation criteria found in this Request for Proposal. Should any evaluating factor change prior to selection, the Offeror shall promptly notify FSDB of such change.
- 5.1.4 Selection Materials Preparation: The Procurement Officer and Procurement Manager will prepare the Selection Evaluation Form. In preparing the Selection Evaluation Form, the Procurement Officer and Procurement Manager will list each applicant in alphabetical order and review each response for completeness and compliance with the instructions stated in the public announcement and the criteria established in the FSDB solicitation package. A copy of the Selection Evaluation form is at Appendix B.
- 5.1.5 Qualification Screening: The FSDB Procurement Manager and Procurement Officer will open and record the responses at the appointed time and qualify each by examination. Utilizing the checklist in Appendix B, the responses will be examined to ensure they are complete, accurate, and conform to the guidelines established in this solicitation document.
- 5.1.6 A Vendor must comply with all Mandatory Requirements in order to be considered for selection under this solicitation. The Procurement Manager or Procurement Officer will examine each reply to determine whether the reply meets the Mandatory Requirements. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

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

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

5.2 Evaluation Methodology

Response Pricing: Response pricing will be submitted on the provided proposal form (if required for price comparisons unit prices, rates, and mark-ups will be calculated into a Base Bid Amount by utilizing an FSDB developed Base Bid Calculation matrix and may include applying submitted pricing information to a hypothetical project, variable quantities, or schedule. These hypothetical criteria will not be included in the resulting contract but will only be used to determine the Bid Price Rating.

5.3 Final Selection and Notice of Intent to Award

5.3.1 Award Selection

FSDB will select for award of the contract the responsive Vendor or Vendors as determined by the President or designee to provide the best value to the State based on price.

5.3.2 FSDB's Right to Rely on Replies and Evaluations

FSDB reserves the right to review and rely on relevant information contained in the replies received pursuant to **Section 4** and relevant portions of the evaluations conducted.

5.3.3 Posting Notice of Award

FSDB will electronically post the President's or designee's final decision and intent to award in accordance with §120.57(3)(a), F.S. and Rule 60A-1.021, F.A.C, on the VBS and FSDB websites.

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APPENDIX A – General Terms & Conditions and Sample Contract¹

APPENDIX A-1 – Attachment A–General Conditions for Contracts
APPENDIX A-2 – Attachment C–General Conditions for Construction
APPENDIX A-3 –Sample Contract

¹ Note that FSDB reserves the right to modify existing language and to consider additional proposed language by the Respondent as it may arise from the solicitation process. The contract between FSDB and the selected Respondent shall include the Solicitation Document and its specifications, written questions and answers by FSDB, and the response to this Solicitation provided by the Respondent selected. Accordingly, the Respondent selected will be contractually bound by all aspects of the contract, including its response.



THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

ATTACHMENT A
GENERAL TERMS & CONDITIONS FOR CONTRACTS
(Revised March 2018)

Table of Contents

SECTION 1 – GENERAL PROVISIONS20
Article 1.01. Definitions 20
Article 1.02. Applicable Law 20
Article 1.03. Engagement of the Contractor 20
Article 1.04. Communication between Parties 20
Article 1.05. Authorization to do Business in the State of Florida 20
Article 1.06. Entire Agreement 21
Article 1.07. Modification of the Contract 21
Article 1.08. Renewal of the Contract..... 21
Article 1.09. Termination of the Contract..... 21
Article 1.10. Severability..... 21
Article 1.11. Effectiveness of the Contract 21
Article 1.12. Authorized Representatives 21
Article 1.13. All Terms and Conditions Included 22
Article 1.14. Non-waiver of Defaults 22
Article 1.15. Replacement Contract 22
Article 1.16. Immunities..... 22
Article 1.17. Public Records 22
Article 1.18. Jessica Lunsford Act / Background Checks 22
Article 1.19. Amicable Settlement 22
SECTION 2 – PERFORMANCE OF THE SERVICES 22
Article 2.01. Personnel 22
Article 2.02. Information 22
Article 2.03. Performance Standards 22
Article 2.04. Codes of Conduct 23
Article 2.05. Confidentiality..... 23
Article 2.06. Sub-Contracting 23
Article 2.07. Liability 23
Article 2.08. Insurance 23
Article 2.09. Deliverables and Reporting Obligations..... 23
Article 2.10. Ownership of Copyright..... 23
Article 2.11. Force Majeure 24
Article 2.12. Transparency Florida Act 24
Article 2.13. Nondiscrimination and Compliance..... 24
Article 2.14. Financial Consequences for Failure to Perform 24
Article 2.15. Coordination of Work 24
Article 2.16. Minimum Levels of Service and Criteria for Completion of Agreement..... 24
SECTION 3 – FINANCIAL PROVISIONS..... 24
Article 3.01. Payments 24
Article 3.02. Payments Withheld 25
Article 3.03. Correction of Work Before Final Payments..... 25
Article 3.04. Liens..... 25
Article 3.05. Taxes, General and Contingency..... 25
Article 3.06. Travel Reimbursement..... 25
Article 3.07. Return of Unspent Funds 25
Article 3.08. Record-keeping and Accounts 25

SECTION 1 – GENERAL PROVISIONS

Article 1.01. Definitions

The definitions contained in §60A-1.001, Florida Administrative Code (FAC) shall apply to this agreement. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (1) **AGREEMENT:** means the legally enforceable agreement that results from a successful solicitation and is this Contract signed by FSDB and the Contractor, to which these General Conditions for Contracts together with all the annexes referred to herein are attached (AGREEMENT and CONTRACT may be used interchangeably).
- (2) **AND:** Means “or” and the word “or” means “and” wherever the contents of the contract or its purpose so requires.
- (3) **APPLICABLE LAW:** means the laws and any other instruments having the force of law governing this Contract.
- (4) **AUTHORIZED REPRESENTATIVE:** means the person(s) authorized to represent a Party in the execution of the Contract;
- (5) **CONFIDENTIAL INFORMATION:** means any and all information regarding each Party's affairs or business or method of carrying out business, and any other materials or information created or developed by either Party in connection with this Contract or otherwise, may be subject to public disclosure per §119, Florida Statutes (FS).
- (6) **CONTRACT MANAGER:** The authorized designee who shall manage assigned contracts in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Contract Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.
- (7) **CONTRACT:** means the legally enforceable agreement that results from a successful solicitation and is this Contract signed by FSDB and the Contractor, to which these General Conditions for Contracts together with all the annexes referred to herein are attached (CONTRACT and AGREEMENT may be used interchangeably).
- (8) **CONTRACT PRICE:** means the maximum amount to be paid by FSDB to the Contractor for the performance of the Services as per the provisions of this Contract.
- (9) **CONTRACTOR:** means the party entering into the Contract with FSDB (company, consortium of companies, organization, individual expert or group of individual experts).
- (10) **FORCE MAJEURE:** means any event beyond the reasonable control of the Parties, which by the exercise of due diligence neither Party is able to overcome and which makes a Party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances.
- (11) **FSDB:** means The Florida School for the Deaf and the Blind.
- (12) **GC:** means the General Conditions for Contracts, attached as Attachment A to this Contract.
- (13) **PARTY:** means FSDB or the Contractor, as the case may be, and "PARTIES" means both of them.
- (14) **PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or capacity, whether appointed by a court or others and any combination of individuals.
- (15) **PROJECT MANAGER:** The authorized designee who shall manage assigned projects in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Project Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the

contract, and to recommend solutions to questions which arise in the execution of the work, as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.

- (16) **SERVICES or SCOPE OF SERVICES:** means the activities to be performed by the Contractor pursuant to this Contract.
- (17) **SPECIAL CONDITIONS (SC):** means the Special Conditions by which these General Conditions are supplemented and/or amended.
- (18) **SUB-CONTRACTOR:** means any entity to which the Contractor entrusts the performance of any part of the Services in accordance with the provisions of this Contract, but not including one who merely furnishes material.
- (19) **SUPPLEMENTAL INSTRUCTION:** Instructions issued by the Project Manager to make minor changes in the work not affecting cost or time, and consistent with the purpose of the work.
- (20) **WORK:** means any and all of the labor or materials or both, equipment, transportation, or other facilities, documents, and deliverables of any kind produced in whatever format as part and result of the Services necessary to complete the contract.
- (21) **WRITTEN NOTICE:** shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or to an office of the corporation for whom it is intended; or if delivered at or sent by mail, to the business address shown in the bid or contract, or if delivered electronically in accordance with (IAW) §61B-23.0029, FAC, the Uniform Electronic Transaction Act (UETA) codified in §668.50, FS, and the Electronic Signature Act of 1996 (ESA) codified in §668.001-006, FS.
- (22) **GENDER NEUTRAL:** Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender and a pronoun in the feminine gender shall be considered as including the masculine gender, unless the context clearly indicates otherwise.

Article 1.02. Applicable Law

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

Article 1.03. Engagement of the Contractor

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

Article 1.04. Communication between Parties

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

Article 1.05. Authorization to do Business in the State of Florida

- (1) All Contractors doing business with the State of Florida for the sale of commodities or contractual services as defined in §287.012, FS are required to have a substitute W-9 on file with the State and register online with the My Florida Marketplace (MFMP) E-procurement system in order to become certified with FSDB, in compliance with Rule 60A-1.030, FAC, unless exempt under Rule 60A-1.030(3), FAC. Failure to comply with these requirements shall

constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.

- (2) Registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketpalce.com/>. For additional information or questions, the Contractor should contact the MFMP customer service help desk at 1-866-FLA-EPRO (1-866-352-3776).
- (3) Registration must take place prior to execution of the Contract.

Article 1.06. Entire Agreement

- (1) The agreement between the PARTIES concerning the subject matter hereof consists of the Contract, together with the enumerated Attachments (all of which are incorporated by reference) which shall comprise this Contract, together being referred to as the "Contract Documents", and represents the total and complete agreement of the PARTIES relating to the subject matter of the Contract. Upon discovery, Contractor or FSDB shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of the Contract Documents or Applicable Legal Requirements and shall cooperate in effecting a resolution of the same that is consistent with the principles expressed in this Article.
- (2) ORDER OF PRECEDENCE. In the event of any inconsistencies between this Contract and the other Contract Documents, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail: 1) Written amendments (to include Change Orders) to the Agreement; 2) The Agreement; 3) General Terms & Conditions; 4) Other documents listed in the Agreement and incorporated therein by reference. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency. In the absence of a clear precedence, the Agency shall decide. These documents are complementary, and what is called for by any one shall be binding as if called by all.
- (3) The intent of the documents is to include all labor, materials, tools, equipment, transportation, and incidentals necessary for the proper and complete execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards
- (4) This Contract supersedes any prior or contemporaneous written or oral agreements or representations relating to the subject matter of the Contract. No purported modification of the Contract shall be valid or binding on either party unless such modification is contained in a document executed by both parties.

Article 1.07. Modification of the Contract

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

Article 1.08. Renewal of the Contract

- (1) The contract may be renewed for up to four (4) additional years, in increments of one or more years, under the terms and conditions set forth in the contract and pursuant to the provisions of §287.057(13), F.S. The renewal may be divided into increments or may be for a complete term, under the terms and conditions set forth in the original contract and any amendments and pursuant to the provisions of §287.057(13), F.S.
- (2) Such renewal shall be made in writing prior to the expiration date, by mutual agreement, accomplished at no cost to FSDB, is contingent upon satisfactory performance evaluations as determined by FSDB, and shall be subject to the availability of funds. If the initial term of

the Contract is for a period in excess of one fiscal year, continuation of the Contract is contingent upon satisfactory annual performance evaluations as determined by FSDB, and in accordance with §287.0582, FS, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

- (3) Exceptional purchase contracts pursuant to §287.057(3) (a) and (c), FS, may not be renewed.

Article 1.09. Termination of the Contract

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

Article 1.10. Severability

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

Article 1.11. Effectiveness of the Contract

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

Article 1.12. Authorized Representatives

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

shall be deemed an original, as of the date of execution.

Article 1.13. All Terms and Conditions Included

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

Article 1.14. Non-waiver of Defaults

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

Article 1.15. Replacement Contract

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

Article 1.16. Immunities

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

Article 1.17. Public Records

- (1) The Contractor shall comply with the public records laws of the State of Florida, Rule 1B-24.003(1)(a), FAC and the most recently published General Records Schedule GS1-SL for State and Local Government Agencies, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by FSDB in order to perform the services in this AGREEMENT.
 - (b) Provide the public with access to public records on the same terms and conditions that FSDB would provide the records and at a cost that does not exceed the cost provided in Chapter 119, FS, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to FSDB all public records in possession of CONTRACTOR upon termination of this AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FSDB in a format that is compatible with the information technology systems of FSDB.
 - (e) The Contractor acknowledges its responsibility under Title 34, Part 19, Code of Federal Regulations (CFR); 20 United States Code, 1232g; §1002.22, FS; and OPP 10.35 Challenge to Student Education Records; pertaining to privacy of all records that contain student information.
 - (f) All responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public

records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

- (2) CONTRACTOR shall notify FSDB, in writing, within three (3) days after receiving a public records request pursuant to Chapter 119, FS.
- (3) In accordance with §287.058(1)(c), FS, FSDB may unilaterally cancel this AGREEMENT for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this AGREEMENT, unless the records are exempt from Section 24(a) of Article I of the Constitution of the State of Florida and §119.07(1), FS.
- (4) Notwithstanding any other provision of this AGREEMENT to the contrary, this Article shall survive termination of the AGREEMENT.

Article 1.18. Jessica Lunsford Act / Background Checks

- (1) In accordance with §1012.467, FS, Contractor's employees, subcontractors, and staff who have obtained and are wearing a valid uniform statewide contractor's identification badge from any Florida school district will be permitted access to the FSDB's campus.
- (2) Unless specifically notified that a Contractor is exempt by law, the Contractor agrees that, pursuant to §1012.465 and §1012.467, FS, any of the Contractor's employees, subcontractors, and staff, including temporary or day laborers, not possessing and wearing a valid uniform statewide contractor's identification badge shall submit to Level 2 background screening, defined in §1012.32, FS, obtain, and wear a uniform statewide contractor's identification badge before being allowed access to the campus.
- (3) The Contractor also agrees that, while on the campus, the Contractor's employees, subcontractors, and staff shall at all times wear, so as to be visible, their uniform statewide contractor's identification badge and be subject to all of the FSDB rules and regulations that govern the behavior of its full-time employees, including all traffic rules and regulations and the prohibition of tobacco usage.
- (4) The Contractor agrees that any breach of said rules and regulations may result in immediate cancellation of the Contract.
- (5) The requirements of this GENERAL CONDITION in no way obligates the Contractor if the Contractor requires no access to the aforementioned campus or facilities and does not attempt to access the campus or facilities.

Article 1.19. Amicable Settlement

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

SECTION 2 – PERFORMANCE OF THE SERVICES

Article 2.01. Personnel

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

Article 2.02. Information

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

Article 2.03. Performance Standards

- (1) The Contractor shall exercise all reasonable skill, care, and diligence in the performance of the Services and shall carry out

all its/their obligations in accordance with generally accepted and recognized professional standards.

- (2) The Contractor shall make every effort to mobilize all the financial, human, and material resources required for full performance of the Services.
- (3) The Contractor shall at all times, in respect of any matter relating to this Contract or to the Services, act to protect the legitimate interests of FSDB and shall take all reasonable steps to keep all costs to a minimum and consistent with sound professional practices.
- (4) FSDB shall monitor performance and conduct performance evaluations as determined by FSDB.

Article 2.04. Codes of Conduct

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

Article 2.05. Confidentiality

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

Article 2.06. Sub-Contracting

- (1) Except with the prior written approval of FSDB, the Contractor may not assign or transfer the Contract or any part thereof, nor may the Contractor sub-contract any third party to carry out any part of the Services. Approved sub-contractors shall comply with all contract terms and conditions.
- (2) FSDB's approval on assigning or transferring of any part of the Contract or on the engagement of a Sub-contractor to perform any part of the Services shall not exonerate the Contractor of any of its obligations under this Contract and the Contractor shall be fully responsible for the coordination and execution of all sub-contracted activities and for the performance of its Sub-contractors. FSDB recognizes no contractual link between itself and the Contractor's Sub-contractors.

- (3) The sub-contracting and any procurement of services or goods financed by FSDB under this Contract shall observe the principles of sound financial management, ensuring transparency, competitive, equitable and unbiased selection, efficiency, high quality and economy.
- (4) Failure to comply with the procurement principles set forth in Article 2.9 (3) herein may result in relevant costs not being considered eligible for funding by FSDB.

Article 2.07. Liability

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

Article 2.08. Insurance

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

Certificate of Insurance

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

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

Article 2.09. Deliverables and Reporting Obligations

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

Article 2.10. Ownership of Copyright

- (1) Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall

become the exclusive property of FSDB and may be copyrighted, patented or otherwise restricted as provided by Florida or Federal law. Neither the Contractor nor any individual employed under this contract shall have any proprietary interest in the product.

- (2) With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 USC. §102-105, such work shall be a "work for hire" as defined in 17 USC. §101 and all copyrights subsisting in such work for hire shall be owned exclusively by FSDB.
- (3) In the event it is determined as a matter of law that any such work is not a "work for hire," Contractor shall immediately assign to FSDB all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

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

Article 2.11. Force Majeure

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

Article 2.12. Transparency Florida Act

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

Article 2.13. Nondiscrimination and Compliance

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

Article 2.14. Financial Consequences for Failure to Perform

- (1) The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. If the Contractor fails to meet and comply with the activities / deliverables established in the Contract or to make appropriate progress on the activities and / or towards the deliverables and they are not resolved within two (2) weeks of notification, the Contract Manager may approve a reduced payment or request the Contractor redo the work or terminate the Contract.
- (2) If the Contractor fails to perform in accordance with this AGREEMENT to the satisfaction of FSDB, FSDB shall impose

liquidated damages and/or cancel any portion of the remaining work not completed at the time of non-performance and unilaterally cancel this AGREEMENT.

- (3) FSDB agrees to submit to the state's Chief Financial Officer any of the Contractor's invoices, statements or vouchers for work completed, inspected, and accepted prior to the time of non-performance with any lump sum prorated for un-received or unaccepted work and with a deduction for any damages incurred by FSDB as a result of Contractor's failure to perform.
- (4) Failure of Contractor to complete all work and deliver all required documentation within the times specified herein will result in a deduction for liquidated damages of one-half of one percent (1/2%) of the total contract cost for each day of delay. FSDB shall not be responsible for any additional payments for labor, overtime or other, caused by Contractor's delay.

Article 2.15. Coordination of Work

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

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

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

SECTION 3 – FINANCIAL PROVISIONS

Article 3.01. Payments

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

- (5) In accordance with §287.0582, FS, if the term of the Contract extends for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

Article 3.02. Payments Withheld

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

Article 3.03. Correction of Work Before Final Payments

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

Article 3.04. Liens

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

Article 3.05. Taxes, General and Contingency

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

Article 3.06. Travel Reimbursement

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

Article 3.07. Return of Unspent Funds

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

Article 3.08. Record-keeping and Accounts

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

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

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

1. ENGAGEMENT OF THE CONTRACTOR

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

2. SCOPE OF SERVICES

(1) CONTRACTOR shall **[SCOPE OF SERVICES SHALL MIRROR SECTION 3 OF THIS SOLICITATION - SPECIFICATIONS]**

3. DELIVERABLES AND PAYMENTS

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

(a) **[DELIVERABLES SHALL BE IN ALIGNMENT WITH SECTION 3 OF THIS SOLICITATION - SPECIFICATIONS]**

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

4. TIME OF PERFORMANCE

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

5. MODIFICATION OF STANDARD TERMS AND CONDITIONS

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

6. ADDITIONAL TERMS AND CONDITIONS

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

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

7. DEBARMENT

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

8. APPROVAL AND EXECUTION

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

COMPANY OR ORGANIZATION NAME

FOR THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

X _____
[NAME][TITLE] [e-mail address]

X _____
[NAME][TITLE]

Date signed _____
EIN: _____

Date signed _____
EIN: _____

APPENDIX B – Receipt of Addendum Form

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

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

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

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

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

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

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

State of Florida
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

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

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX C – Identical Tie Bids Statement

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

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

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

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

(Signature of principal in firm)

(firm name and title) (Seal)

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

State of Florida
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

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

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX D – Public Entity Crimes Sworn Statement

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

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

1. This sworn statement is submitted to The Florida School for the Deaf and the Blind by _____ (print individual's name and title) for _____ (print name of entity submitting sworn statement) whose business address is _____ and its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, and bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime; or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

_____ Either the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered

by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

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

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

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

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

State of Florida
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

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

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX E – Affidavit of Compliance with Minority Business Participation

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

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

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

FIRM

CONTACT PERSON

_____	_____
_____	_____
_____	_____

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

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

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

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

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

State of Florida, County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

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

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX F – Notice to Contractors

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

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

Name of Firm

By: _____
Authorized Signature

(Print Name as Signed Above)

Title

Date

END OF DOCUMENT

APPENDIX G – Schedule of Events and Deadlines

Schedule of Events and Deadlines - ANNUAL CONTRACT FOR FIRE SUPPRESSION SYSTEM SERVICE				
ACTIVITY	DATE	TIME (EASTERN)	ADDRESS	SECTION REFERENCE
Solicitation Promulgated (Advertisement)	6/11/2018		http://www.myflorida.com/apps/vbs/vbs_main_menu	2.2.1
Advertisement Period Close	6/25/2018			
Mandatory Pre-Response Meeting/ Site Visit	6/27/2018	10:00AM	207 N. San Marco Ave. Moore Hall CLD, St. Augustine, FL 32084	2.7
Question Submission Deadline	7/9/2018	10:00AM	meyersc@fsdb.k12.fl.us	2.8
Answers Issued as Addendum	7/12/2018		http://www.fsdb.k12.fl.us/index.php/services/competitive-solicitations	2.8
Submission Deadline	7/23/2018	1:45PM	207 N. San Marco Ave. Attn: Charles Meyers, Purchasing/Warehouse, St. Augustine, FL 32084	2.9.1
Bid Opening	7/23/2018	2:00PM	207 N. San Marco Ave. Moore Hall CLD, St. Augustine, FL 32084	2.20
Selection Committee Review	7/23/2018			
Results Notification	7/24/2018		http://www.fsdb.k12.fl.us/index.php/services/competitive-solicitations	2.21
Intent to Award Advertisement Open	7/24/2018		http://www.myflorida.com/apps/vbs/vbs_main_menu	2.1
Intent to Award Advertisement Close	7/27/2018			
Agreement Draft, Review, Execution	8/10/2018			
Contract term begins*	8/15/2018			

*Or date of execution, whichever is later

APPENDIX H – Proposal Form

Florida School for the Deaf and the Blind
 Purchasing Department
 Charles Meyers, Contract Administrator
 207 San Marco Avenue
 St. Augustine, FL 32084

Decline to Bid

Submitted by (Company Name): _____

To Whom It May Concern:

The undersigned Contractor, hereinafter called "Bidder" proposes to furnish all materials and labor for The Florida School for the Deaf and the Blind facility project in St. Johns County.

Project Name: ITB-18-019- Annual Contract for Fire Suppression System Services

In full accordance with the Scope of Work Specifications bidder submits the following bid price(s).

Description	FY:2018-19	FY:2019-20	FY:2020-21	FY:2021-22	FY:2022-23
Service of Residential Grade Class K Wet Chemical Extinguishing System (ea)					
Service of Commercial Grade Class K Wet Chemical Extinguishing System (ea)					
Labor Rate for AGENCY approved replacements or repairs (hr)					
Parts & Materials Mark-up (%)					
Sub-Contractor Mark-up (%)					

FSDB reserves the right to calculate a 'Base Bid Sum' for comparison purposes only by applying submitted unit prices to hypothetical quantities. These totals are not intended to be contractual or actual quantities but are intended to be applied to the quoted unit cost for purposes of evaluation only. The successful respondent shall bill according to the contract for the actual quantities used at the submitted unit cost.

In consideration of the Agreement by the "Owner," the Bidder has agreed and does hereby agree, (1) that the attached proposal shall remain in full force and effect for a period of thirty (30) days after the time of the opening of this proposal, and that the "Bidder" will not revoke nor cancel this proposal or withdraw from the competition within said thirty (30) day period, (2) that in the event the contract is awarded to this "Bidder," he/she will within thirty (30) consecutive calendar days after it is submitted, enter into a written contract with the "Owner" in accordance with the accepted bid.

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

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

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

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

State of Florida; County of St. Johns

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

 (Notary Public)

My commission expires:

END OF PROPOSAL FORM DOCUMENT

Base Bid Calculation Form (FSDB USE ONLY)

FSDB reserves the right to calculate a 'Base Bid Sum' for comparison purposes only by applying submitted unit prices to hypothetical quantities. These totals are not intended to be contractual or actual quantities but are intended to be applied to the quoted unit cost for purposes of evaluation only. The successful respondent shall bill according to the contract for the actual quantities used at the submitted unit cost.

Description	FY:2018-19	FY:2019-20	FY:2020-21	FY:2021-22	FY:2022-23
Service 1 of 30 Residential Grade Class K Wet Chemical Extinguishing Systems					
Service 2 of 30 Residential Grade Class K Wet Chemical Extinguishing Systems					
Service 1 of 5 Commercial Grade Class K Wet Chemical Extinguishing Systems					
Service 2 of 5 Commercial Grade Class K Wet Chemical Extinguishing Systems					
Total Service Costs for Class K Wet Chemical Extinguishing Systems					
Labor based on hypothetical* 50 hours of AGENCY approved repairs					
Parts & Materials Mark-up based on hypothetical* \$1,000 in parts & materials costs					
Sub-Contractor Mark-up based on hypothetical* \$1,000 in sub-contractor costs					
Total hypothetical* costs					
Total Costs					
Total Bid Amount (for evaluation/comparison purposes only)					
*Hypothetical quantities and totals are not intended to be contractual or actual quantities. They are intended to be applied to the quoted unit cost for purposes of evaluation only. The successful respondent shall bill according to the contract for the actual quantities used at the submitted unit cost.					

Reply Submission Label

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

Responses will be received at:

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

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

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

NOTE: This label **MUST be attached to the *outermost* package containing the response. This label **MUST** be visible *without* having to breach any packaging, envelope, or container. If this label is not visible on the outermost packaging, the response may not be received properly or timely and your response may not be considered as a result.**



**SEALED RESPONSE FOR: ITB-18-019
ANNUAL CONTRACT FOR FIRE SUPPRESSION
SYSTEM SERVICE**

FROM: _____
Company Name

**Attention: Charles Meyers, Contract Administrator
DO NOT OPEN PRIOR TO: July 23, 2018 at 2:00PM**

Delivered By: _____

Received By: _____

Date & Time Received: _____