

FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
PURCHASING DEPARTMENT

207 N. SAN MARCO AVENUE

ST. AUGUSTINE, FL 32084

PHONE (904) 827-2294

FAX (904) 827-2357

WWW.FSDBK12.ORG



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

Do More. Be More. Achieve More.

REQUEST FOR PROPOSAL (RFP)

Competitive Solicitation, Request for Proposals (RFP) [§287.057(1)(b); §287.012(23); §255.0525, F.S.]

Campus Security Fencing – Solicitation # RFP-20-005

Commodity Code #:

72154013: Fence construction service

30152000: Fencing

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SECTION 1 – INTRODUCTION

1.1 Introduction to the Procurement

NOTE: FSDB will only respond directly to access or procedural questions received in writing (by e-mail). Such questions should only be submitted after reading the entire Solicitation Document (Respondents are responsible for being aware of the contents of this solicitation) as the answer to the question is likely in the document. All other questions will be collected without being answered; answers will be published in writing on or before the date and time specified in the Schedule of Events and Deadlines by amendment pursuant to §287.057(2), F.S. through electronic posting.

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). The RFP is used when the agency determines, in writing that an ITB is not practicable, including when the agency is seeking competitive offers for proposed commodities or contractual services to evaluate who best meets certain specifications and qualifications of the solicitation. Under an RFP the agency is not required to award the contract to the lowest bidder, but instead it may be awarded to the most responsible offeror considering price as well as other criteria (§287.057(2)(a), Florida Statutes, mandates that price must be one of the criteria for evaluation, but it is not the controlling criteria.

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.fsdbk12.org/purchasing>.

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, to provide professional services for minor projects in the discipline of fence and access gate design and installation services to include design, engineering, maintenance, repairs, and installations as specified in individual project ACTIVATIONS and may involve installation, preventive maintenance work, and repair work.

1.3 Contract and Term of the Agreement

FSDB awards a contract as a result of this solicitation with the intention of engaging the successful respondent to perform the services set forth in Section 3 of this Competitive Solicitation and the Respondent's Solicitation Response, both of which shall be incorporated in the contract by reference and attached thereto. The anticipated start date of the contract resulting from this solicitation is indicated in the Schedule of Events and Deadlines and shall end on a date stipulated in the executed agreement. The contract may be renewed in accordance with Article 1.08 of the General Terms and Conditions for Contracts and the final executed agreement.

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@fsdbk12.org
2. Susan Bright, Director of Purchasing & Procurement Manager, 904-827-2356, bright@fsdbk12.org

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 Funding Limits

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

1.6 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.

1.7 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.

1.8 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).

1.9 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.
- (15) dREQUEST 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.
- (16) RESPONDENT: means the entity that submits materials to FSDB in accordance with these Instructions.
- (17) RESPONSE: means the material submitted by the respondent in answering the solicitation.
- (18) 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.
- (19) 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.
- (20) RESPONSIVE VENDOR: means a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- (21) TIMELINE: means the list of critical dates and actions included in the Introductory Materials.

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.fsdbs12.org/purchasing>. 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 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. Generally, only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are

aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening. 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 promulgated in the Schedule of Events and Deadlines herein 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. All promulgated times shall be considered prompt and shall be recorded at the FSDB Campus Police Security Check Point on Genopoly Street. Reply delivery and arrival for mandatory meetings shall be deemed timely only if such incident occurs on or before the time promulgated in the Schedule of Events and Deadlines as determined by the time of arrival at the FSDB Campus Police Security Check Point on Genopoly Street. Delivering a response or arriving for a mandatory meeting AFTER the time promulgated in the Schedule of Events and Deadlines shall preclude the respondent from participation in the solicitation. If FSDB misses a Solicitation Event due to unforeseen circumstances, it shall be considered to have been cancelled and a new schedule will be promulgated as soon as it is possible.

2.6 Notice of Intent to Submit a Reply

Submission of a Notice of Intent is not a pre-requisite for acceptance of replies from prospective Vendors.

2.7 Mandatory Pre-Response Meeting

This Solicitation does not require a Mandatory Pre-Response Meeting.

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.**

FSDB will only respond to procedural questions directly and as received. Such questions should only be submitted after reading the entire Solicitation Document as Respondents are responsible for being aware of the contents of this solicitation and the answer to the question may be in the document. All other questions will be collected and answers will be published in writing on or before the date and time specified in the Schedule of Events and Deadlines by amendment pursuant to §287.057(2), F.S. and through electronic posting on FSDB's 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 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 on Genopoly Street. 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. 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.

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;
- 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 Brand/Manufacturer's Names, Standards of Quality, and Approved Equivalents

Unless otherwise specified, any manufacturers' names, trade names, brand names, descriptions, information or catalog numbers listed in these specifications are descriptive, not restrictive and are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated and the Contractor may provide any product that meets or exceeds the applicable specifications.

When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document and demonstrate the equivalence claim including appropriate catalog materials, literature, specifications, test data, etc. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence. FSDB shall determine in its sole discretion whether a product is acceptable as an equivalent.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charge.

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., shall include the FSDB Solicitations website and may include but not be limited to: the Florida Administrative Register, **Onvia's** DemandStar, the My Florida Market Place Vendor Bid System (VBS), 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, or before. 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. Respondents are responsible for checking the FSDB Solicitations webpage for updated information.

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

2.28.6.1 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 Right to Solicit Best and Final Offers (BAFO)

FSDB reserves the right to choose to ask for Best and Final Offers (BAFO) in this solicitation. If this option is exercised by FSDB, your response will be used to complete the evaluation process and determine the best proposal. Before awarding the contract associated with this solicitation, the evaluation committee will evaluate the submissions and rescore the responses as applicable. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.

A request for the submission of a BAFO is only an invitation to participate further in the Solicitation process; it does not convey or imply anything more and is not intended to be a binding commitment to contract, nor will FSDB be obligated in any manner until a formal written contract has been executed.

BAFO refers to a multi-stage procurement process, in which FSDB invites Bidders/Proposers that have submitted substantially responsive Bids/Proposals to submit their Best and Final Offer.

BAFO is appropriate when the procurement process may benefit from Bidders/Proposers having a final opportunity to improve their Bid/Proposal, including by reducing prices, clarifying or modifying their Bid/Proposal, or providing additional information. It is normally particularly effective when markets are known to be highly competitive and there is strong competitive tension between Bidders/Proposers.

The objectives of BAFO are to:

- **Increase understanding by Bidders/Proposers of FSDB's requirements;**
- Enhance competition amongst Bidders/Proposers who have made a Bid/Proposal submission;
- Create competitive tension amongst highly motivated Bidders/Proposers, which means the procurement process can be concluded quicker as Bidders/Proposers may be more willing to accept a higher risk profile to win the contract;
- Encourage creative or innovative solutions and allowing for different options for delivery to be considered;
- Expose potential risks such as technical shortfalls or depth of competencies;
- Develop contract management objectives and performance metrics to address inherent areas of risk; and
- To allow Bidders/Proposers to adjust their Bids/Proposals for new market conditions and to update their submissions around the edges for new technologies and practices.

2.28.7.1 Procedures for the use of the BAFO process.

- A. The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation.
- B. The evaluation committee may restrict the number of proposers invited to submit a BAFO, or may offer the option to all proposers.
- C. BAFOs may be conducted with only those proposer(s) most likely to be awarded a contract. Any proposer(s) deemed not likely to be awarded may be dropped at this point and noted in the documentation. These proposal(s) will not figure into the scoring thereafter.
- D. In order to develop content of the best and final solicitation, the purchasing lead may collect questions about the proposals from the evaluation committee.
- E. The content of the best and final solicitation may also be developed as a result of negotiations with the proposer(s) most likely to be awarded a contract.
- F. The evaluation committee may request that the proposer(s) readdress important aspects of the proposal such as the implementation schedule, level of support, type or amount of resources proposed, contract terms and conditions and/or cost.
- G. The purchasing lead will send out the request for BAFOs in a letter stating the areas to be covered and the date and time in which the BAFO must be returned.
- H. All communication to and from proposers regarding the best and final solicitation will be coordinated by the purchasing lead.
- I. All responses to a BAFO must be returned to the purchasing lead.
- J. **BAFOs submitted after the deadline may not be accepted. Only the original and that proposer's most recently submitted response may be used.**

2.28.7.1 Content and structure of best and final solicitations

- A. Best and final solicitations must contain specific information on what is being requested. Enhanced core components of the solicitation may be solicited; however, the integrity of the scope of the original solicitation must be maintained. Proposers may be asked to provide additional clarification to specific sections of their response, and to rework their proposal content or cost proposal.
- B. Best and final solicitations must include submission requirements with time lines.
- C. Best and final solicitations must contain information on how the offers will be evaluated and the process that will be used to determine the successful proposer(s). The evaluation committee will evaluate the submissions of BAFOs and rescore the original response based entirely on the content of the BAFO submission.
- D. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.
- E. The best and final solicitation may not identify either the current rank of any of the proposers or the lowest costs currently proposed.
- F. Proposer(s) may be requested to make an oral presentation regarding their BAFO. The evaluation committee will have full discretion to accept or reject any information submitted in a BAFO.
- G. The purchasing lead may elect to issue a best and final solicitation for cost only to the proposer(s) selected for award by the evaluation committee.

2.28.7.1 Scoring of BAFOs

- A. Evaluation committee members score or rescore the technical portion of the BAFO.
- B. Evaluation score sheets for the BAFOs will be developed and provided to the evaluation committee members by the purchasing lead. All scoring worksheets (original evaluation scores, oral presentation scores, best and final scores)

must be retained for inclusion in the procurement file. Scores for the BAFOs are entered into a new score sheet/summary worksheet by the purchasing lead.

- C. Cost proposals (if requested) are rescored by the purchasing lead or designee. Only the revised cost proposals from the proposer(s) asked to participate in the BAFO process will be used to calculate the cost proposal score.

2.28.8 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

3.4.1 Overview

Professional services for minor projects are required in the discipline of fence and access gate design and installation services to include design, engineering, maintenance, repairs, and installations as specified in individual project ACTIVATIONS and may involve installation, preventive maintenance work, and repair work.

CONTRACTOR and FSDB shall enter into a Master Agreement which shall act as a base agreement under which the Parties can enter into multiple specific transactions for minor work projects by executing a contract ACTIVATION. Minor projects are specific projects that have a basic budget estimated to be \$200,000.00 or less per project, on an as-needed basis. The Agreement resulting from this solicitation, the individual Activation(s), and any related Change Order(s) shall form a single integrated agreement.

As maintenance projects develop within FSDB, the Contract/Project Manager will prepare a written scope (which may include specifications and/or drawings, as applicable) of work on each project inclusive of time frame/schedule which will be issued to one or more contractors for quotation. The contractor(s) will provide FSDB a price proposal to complete the project work inclusive of the following:

- Total costs for self-performed work with a breakdown of the total labor cost;
- Approved material costs if provided by Contractor;
- Subcontractor cost with quoted mark-up percentage;
- Subcontractor name and Minority Business Enterprises status;
- The time frame or date by which this work can be done; and
- The name of the Foreman or Field Superintendent.

The selected quotation will form the basis of an ACTIVATION which shall act to authorize the work and shall contain the written scope, work schedule, and remuneration. Each Activation issued by FSDB under the Contract shall further specify work to be performed ("**Scope of Work**"), the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price") and shall be approved by the FSDB Executive Director of Safety and Facilities Operations and authorized by the FSDB Administrator of Business Services.

On some work FSDB shall supply the contractor with all supplies or materials needed to complete the requested work. In other cases, the Contractor may be required to provide supplies or materials for specific work. In all cases, materials shall be specified by the Contractor and agreed to by FSDB. The Contractor shall furnish all necessary personal protective equipment (PPE), safety items and materials, tools, shop equipment and fabricating items customary to the trade, and all other moveable equipment necessary to completing the work performed under this contract. The furnishing of tools shall include all maintenance, loss, and breakage. Any equipment rental must be approved by FSDB prior to its use. Furnished materials not used in completing the requested work shall be returned to FSDB. All communications on specific maintenance projects are to be directed to assigned Contract/Project Manager listed

on the work order. The contractor shall provide after hours, including emergency services as needed by FSDB. In so doing the contractor shall provide FSDB a contact name and number for after hours or emergency service calls. All work performed under this Contract shall be in compliance with all applicable State, County, and Local codes, standards, and regulations.

For each ACTIVATION, the Contractor will perform the work set forth in each Activation to include: furnishing of any required Surety Bonds and insurance; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits, and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the work specified in the ACTIVATION.

At any time and for any reason, FSDB may submit to Contractor proposed changes or additions to and/or deletions from the Work covered by any ACTIVATION, and no such changes, additions or deletions shall become effective or paid for by FSDB unless via a Change Order authorized by FSDB in advance and in writing.

3.4.2 The Work

3.4.2.1 The Contractor shall commence the work for each project upon receipt of a fully executed ACTIVATION issued by the FSDB Contract/Project Manager and shall reach Substantial and Final Completion of all Work as specified by the ACTIVATION, time of the essence. Contractor shall furnish all materials, labor, supplies, tools, equipment, facilities, services and transportation necessary to perform the Work. All personnel furnished by Contractor shall be duly qualified and experienced in their respective capacities. All tools and equipment provided by Contractor shall be repaired and maintained by Contractor at its cost. Contractor shall examine all equipment, machinery, tools, or other items furnished by FSDB that are employed in **the Work or that would reasonably come to Contractor's attention during the course of the Work performed hereunder. If** apparent defects are found therein sufficient to make the use of such items unsuitable or unsafe, Contractor shall immediately notify FSDB. All FSDB tools and equipment provided by FSDB shall be repaired and maintained by Contractor at its cost.

3.4.2.2 Must be able to provide service 24 hours per day, 365 days per year.

3.4.2.3 Contractor shall not encumber the Site: Contractor shall confine its materials and equipment and the operations of its workers to the limits indicated by FSDB, and shall not unreasonably encumber the Site. Contractor shall keep stored material in good order, the Site free of rubbish and surplus material, and shall, in accordance with Applicable Laws, remove all rubbish and waste material caused by an operation under its charge.

3.4.2.4 Timely and workmanlike performance of Work: Contractor shall immediately notify FSDB, in writing, of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any Work so that remedial action, as is appropriate under the circumstances, may be taken. If at any time, Contractor fails to perform the Work:

- (a) in the manner set forth in this Agreement and/or the applicable Activation;
- (b) in a good and workmanlike manner and in accordance with accepted industry practices for such Work prevailing at the time and place where the Work is being furnished; or
- (c) at the specific times as may be subsequently agreed to, then Contractor shall, immediately upon the request of FSDB and at no additional cost to FSDB, take all necessary steps, including:
 - i. the replacement of defective equipment;
 - ii. the provision of additional equipment and/or labor;
 - iii. the institution of changes in method and manner of performance; and
 - iv. other measures as required so to perform. The request by FSDB of such measures shall be without prejudice to any other rights or remedies FSDB may have under the Agreement or at law.

3.4.2.5 **Monitoring of Contractor's Work:** Contractor shall provide to FSDB the ability to monitor Contractor's Work under this Agreement. Contractor shall provide FSDB the right to inspect, at any reasonable time, Contractor's operations and facilities including tools, equipment, materials, services and inventory thereof. Inspections or failure to report any deficiency noted therein shall not diminish Contractor's obligations hereunder or constitute a waiver of any FSDB rights hereunder.

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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. Time of arrival for hand delivered replies shall be determined by the time of arrival at the FSDB Campus Police Security Check Point on Genopoly Street. Time of arrival for courier delivered replies shall be the time of receipt in the FSDB Mail Room. 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 and 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 Complete Sealed Reply (mandatory requirement)

To be considered 'complete' a reply must meet the following conditions and consist of the following:

- 4.1.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate sealed container or package;
- 4.1.4.2 The label provided in this solicitation 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;
- 4.1.4.3 one original Reply which must contain an original signature of an official who is authorized to bind the Vendor to their reply;
- 4.1.4.4 five copies of the Reply;
- 4.1.4.5 one electronic version of the reply, identical to the hard copies formatted as specified herein, and any other electronic documents identified in this solicitation (i.e. Spreadsheets, Financials, etc.).
- 4.1.4.6 A reply that does not meet the aforementioned elements will be deemed INCOMPLETE and shall not be evaluated.

4.2 Content and Structure of the Reply

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

Established herein are 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 shall utilize the tab sheets found at the end of this document.

4.2.1 Title Page (mandatory requirement)

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

4.2.2 TAB 1: Required Vendor Registration, Licensure, and Insurance (mandatory requirement)

4.2.2.1 MFMP Registration and Substitute W-9 filing

Each bidder and each subcontractor **must be registered in the My Florida Market Place and have an electronic “Substitute W9” form on file with the State of Florida CFO’s Office as required in ATTACHMENT A – GENERAL TERMS AND CONDITIONS FOR CONTRACTS, Article 1.05 – Authorization to do Business in the State of Florida.** Evidence in the form of a copy of the MFMP Registration verification from the MyFloridaMarketPlace Vendor Information Portal is required (obtain from <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>). FSDB does not collect or retain W9 forms - do not submit a hard copy W9 form.

4.2.2.2 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, and registrations.

4.2.2.3 Certificate of Insurance

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

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.

4.2.2.6 Location Map

Google Maps **directions from the vendor’s main office to “207 N. San Marco Avenue, St. Augustine, FL 32084”** is required to accompany the reply.

4.2.3 TAB 2: Required Vendor’s Statements and Certifications (mandatory requirement)

Appendix Documents: The following appendices are to be submitted with the final solicitation response (signatures must be contained within the provided box for future redaction):

- 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
- APPENDIX G – Cost Proposal

4.2.4 TAB 3: Vendor’s Qualifications

4.2.4.1 References

Submissions will include at least three (3) references from prior clients within the past three years as of July 1 of the current year and shall include: project name, project location, project cost, project completion date, project description, and project owner representative name, title, phone and fax number, and email address.

4.2.4.2 Current and Previous Business with State and Local Agencies

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

4.2.4.3.1 Name of the contracting state FSDB and the applicable office or program issuing the contract;

4.2.4.3.2 Contract name and number;

4.2.4.3.3 Starting and ending dates;

4.2.4.3.4 Total contract amount;

4.2.4.3.5 A brief description of the purpose of the contract and the types of services provided under the contract; and

4.2.4.3.6 Name and contact information of the Contract Manager.

4.2.4.3 Qualifications and Experience

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

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

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

4.2.5 TAB 4: Vendor's Supplemental Information

Supplemental Information: The vendor may attach other information they deem pertinent or appropriate in this section.

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, normal to narrow margins, 12 point type, and portrait orientation. 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 (no 3-ring binders) 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 (mandatory requirement)

BE SURE TO FOLLOW THESE DIRECTIONS. The required electronic format of the Reply **must** adhere to the following standards:

- The response document shall be a single document containing all of the elements of the printed version – in the same order and in the same format. It shall be an exact electronic replica of the printed document – not a similar representation of it – **do not submit each tab as a separate PDF file on the USB drive. The electronic submission must be a single file on a USB Thumb Drive – it must be identical to the submitted printed original in form and structure.**

- The software used to produce the electronic files must result in the provision of an unprotected Adobe portable document format (“pdf”), version 6.0 or higher – no password encryption will be accepted. 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 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. If the electronic version is found to deviate from the original in any way, this may be grounds for deeming the response INCOMPLETE.

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

All replies that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated using the following process.

5.2.1 Scoring by Evaluators

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

- 5.2.1.1 Completeness of submitted proposal and adherence to stated criteria: The responses will be subjectively evaluated to ensure they are complete, accurate, and conform to the guidelines established in this solicitation document and a relative rating assigned utilizing a maximum of rating of 10.
- 5.2.1.2 Minority Business Enterprises (MBE): It is the practice of Florida School for the Deaf and the Blind to encourage the maximum participation of Minority Business Enterprises (MBE) in its contract awards, based upon availability. Provide a letter and appropriate supporting documentation of MBE participation. An objective evaluation will be conducted and a

maximum of rating of 5 will be awarded based on the following:

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

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

- 5.2.1.3 Location: The proximity of the applicant (applicants with multiple offices shall list the office where the work will be performed) in relation to FSDB, based on the submitted Google Map. The Location Rating is objective and awards a maximum rating of 5, based on the indicated distance as follows:

Distance in Miles					
From	To	Score	From	To	Score
0	30	5	>70	90	2
>30	50	4	>90	110	1
>50	70	3	>110		0

- 5.2.1.4 References & Past Performance: The past performance and reference information of each applicant will be subjectively evaluated and a relative rating assigned. References will be from prior clients within the past three years as of July 1 of the current year and will provide name, project locations, date completed, and staff member involvement to include phone and fax numbers. Past performance data on file with FSDB will be considered only for the past three years as of July 1 of the current year, except in cases where no performance data is on file for the applicant's firm in which case the references of the applicant will be evaluated. Members of the Committee may take into consideration their own personal knowledge of a firm's past performance, but this must be documented in the selection file. A grading range of 0-15 is used.
- 5.2.1.5 Experience, and Ability: Related Experience and Ability: Consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity. The relative experience of all professionals proposed for use on the team in the planning, design and administration of the project, the abilities and qualifications of the applicant and proposed staff as related to the project's specific requirements, their ability to accomplish the project, and their experience having worked together as a team on prior projects. The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be subjectively evaluated utilizing a grading range of 0-15.
- 5.2.1.6 Response Pricing: Response pricing will be submitted on the provided proposal form. 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 rates to a hypothetical project, 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 as an objective criteria based on the bid price ranking as follows:

Points	Bid Price Ranking
50	Lowest priced bid
40	2nd lowest priced bid
30	3rd lowest priced bid
20	4th lowest priced bid
10	5th lowest priced bid
0	All other higher priced bids

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

5.3 Final Selection and Notice of Intent to Award Contract

5.3.1 Award Selection

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

5.3.2 FSDB's Right to Rely on Replies and Evaluations

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

5.3.3 FSDB's Evaluation Team Recommendation

FSDB's Evaluation Team will develop a recommendation as to the award that will provide the best value to the State based on the selection criteria. The Procurement Manager or Procurement Officer will prepare a report to the President or designee regarding the recommendation of the Evaluation Team.

5.3.4 President's Approval

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

5.3.5 FSDB's Reserved Rights

FSDB reserves the right to:

5.3.5.1 Select one or more Vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;

5.3.5.2 Divide the work among Vendors by type of service or geographic area, or both;

5.3.5.3 Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and

5.3.5.4 Post a notice of withdrawal of award in the event that the successful Vendor fails to execute a contract or defaults in performance. In such event, FSDB reserves the right to re-procure services in accordance with Rule 60A-1.006(3) F.A.C.

5.3.6 Posting Notice of Award

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

APPENDIX A – General Terms & Conditions and Sample Contract²

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

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



THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

GENERAL TERMS & CONDITIONS FOR CONTRACTS

(Revised July 2019)

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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-1.031](#), FAC, unless exempt under Rule [60A-1.031](#)(3), FAC. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement 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\(13\)](#), FS.
- (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) Scrutinized Companies. FSDB may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under [§ 287.135\(5\)](#), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (4) 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.
- (5) 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.
- (6) Under no event shall FSDB be required to pay Contractor any fees should this Agreement be terminated for any reason.
- (7) 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](#), Code of Federal Regulations (CFR); 20 United States Code, [1232g](#); [§1002.22](#), FS; and Operational Policy and Procedures 10.35, Florida School for the Deaf and the Blind (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 [§1012e.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.
- (6) As an FSDB contractor your company is required to comply with the foregoing at your own expense. The required background check will be conducted by a third party vendor as directed by FSDB and shall obtain the necessary information from the FSDB Purchasing Department or the FSDB Contract Manager.

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, CFR; 20 United States Code, 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:
- Defective work not remedied.
 - Claims filed or reasonable evidence indicating probable filing of claims.
 - Failure of Contractor to make payments properly to the subcontractors or for materials or labor.
 - The Contract Manager's opinion that the contract cannot be completed for the remaining or unpaid funds.**
 - Failure to maintain adequate progress.
 - 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) In accordance with [§ 20.055](#)(5), F.S. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Chapter 20, F.S. Execution of this contract indicates the signing corporation, partnership, or person understands and will comply with these requirements.
- (2) 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.
- (3) 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.
- (4) The Contractor agrees to permit FSDB, its auditors or its designated representatives to inspect its accounts, records or any other relevant financial information concerning the Services, for a period of up to five years as from the end of the Services.



THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

ATTACHMENT C
GENERAL CONDITIONS FOR CONSTRUCTION
(revised August 2015)

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SECTION 5 – CONSTRUCTION

Article 5.1. Definitions

The definitions contained in the below listed sources shall apply to this agreement:

- §255.248, Florida Statutes (F.S.);
- §60A-1.001, Florida Administrative Code (F.A.C.);
- §202, Florida Building Code;
- §423.5, State Requirements for New Educational Facilities Construction.

Article 5.2. Sub-Contracting

(1) Contractor may subcontract labor and materials in accordance with Attachment A – General Conditions for Contracts, Article 2.6 and the following:

- (a) Contractor shall, as soon as practicable after signing the contract, notify the Project Manager in writing of the names of subcontractors proposed for the work and shall not employ **subcontractor's unless they are approved in writing by FSDB.**
- (b) Contractor agrees that he is as fully responsible to FSDB for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by them.
- (c) Nothing contained in the contract documents shall create any contractual relation between any subcontractors and FSDB.
- (d) Contractor shall prepare invitations for bids, or requests for proposal when applicable, for all procurements of long lead items, materials and services, and for Subcontractor contracts. Such invitations for bids shall be prepared in accordance with the following guidelines:
 - a. Contracts over \$1,000 but not exceeding \$10,000 may be entered into by the Contractor with the firm which submits the lowest written quotation. The Contractor shall obtain a minimum of two (2) written quotations. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided to FSDB.
 - b. Contracts exceeding \$10,000 but not exceeding \$200,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall request at least three (3) firms to submit sealed written proposals based on a written drawings and/or specification. The written proposals shall all be opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.
 - c. Contracts exceeding \$200,000 but not exceeding \$500,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall advertise these projects at least once with the last advertisement appearing at least 21 calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date

and time named by FSDB in the Contractor request for proposal.

- d. Contracts exceeding \$500,000 shall be treated the same as described under 3 above except that the advertisement shall be run for at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference.
- e. Individual purchases of materials or rentals or leases of equipment amounting to less than \$1,000.00 each may be made with 1 bid or quote. However, the Contractor shall not divide or separate procurement in order to avoid the requirements set forth above.

Article 5.3. Coordination of Work

- (1) Wherever work being done by FSDB 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 5.4. Notice to Proceed

The contract will be issued to the Contractor after it is signed. The Contractor shall not pay for or secure any permits except as provided herein.

Local building permits are not required, however, special permits such as Water Management District, Dept. of Environmental Regulation, D.O.T., etc., may be necessary before construction can start. If additional time is required, the Contractor will request approval of a time extension for good cause for the purpose of obtaining any permit required prior to commencing construction on the site.

Upon securing the State Building Permit, the Contractor shall notify the Architect-Engineer and FSDB. The Notice to Proceed to mobilize on site and to proceed with construction will then be issued by FSDB.

Article 5.5. Time of Completion and Liquidated Damages

FSDB is entitled to completion of the project within the time fixed above or within such further time, if any, as may be allowed in accordance with the provisions of the contract. In the event of termination of the contract by FSDB prior to completion the Contractor shall be liable to FSDB for the expenses for additional managerial and administrative services.

- 1) For each day he is in arrears in his work at the time of said termination as determined by the Project Director, and
- 2) For each day of thirty (30) additional calendar days hereby stipulated and agreed to be the time it will require FSDB to affect another contract for completion of the project and for resumption of work thereon. Provided, however, that the sum of 1 and 2 above shall not exceed the number of days beyond the original agreed completion date, or any extension thereof as herein provided, reasonably required for completion of the project.

It is further agreed that FSDB may deduct from the balance retained by

FSDB, under the provisions above, the additional managerial and administrative and any other expenses of Owner, as the case may be, or such portions thereof as the said retained balance will cover.

Article 5.6. **Contractor's Understanding**

CONTRACTOR has satisfied himself concerning the nature and location of the work and the general and local conditions, and particularly, but without limitations, with respect to the following: those affecting transportation, disposal, handling and storage of materials, equipment and facilities needed preliminary to and during performance of the contract; and all other matters which can in any way affect performance of the contract, or the cost associated with such performance.

The failure of CONTRACTOR to acquaint himself with the aforementioned applicable conditions will not relieve him from the responsibility for properly estimating either the difficulties, the time required, or the costs of successfully performing the contract. No verbal agreement or conversation with any officer, agency or employee of FSDB, either before or after the execution of the contract, shall affect or modify any of its terms.

Article 5.7. **Contractor's Materials, Appliance & Employees**

Unless otherwise stipulated, CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation and other facilities necessary for the execution and completion of the work.

Both workmanship and materials shall be of good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 5.8. **Conflicting Employment**

CONTRACTOR agrees that at the time of execution of this contract he has no retainer or employment agreement, oral or written, with any third party relating to any matters which adversely affect any interest or position of FSDB. CONTRACTOR shall not accept during the terms of this contract any retainer or employment from a third party whose interest appear to be conflicting or inconsistent with those of FSDB.

Notwithstanding the foregoing paragraph, CONTRACTOR may accept retainers from or be employed by third parties whose interest appear conflicting or inconsistent with those of FSDB, if, after full written disclosure of the facts to FSDB, FSDB determines that the apparent conflict shall not interfere with the performance of the work by CONTRACTOR.

Article 5.9. **Protection and Restoration of Work & Property**

CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect public and privately owned property, structures, utilities, and work of any kind against damage or interruptions of service, which may result from the operations of CONTRACTOR. CONTRACTOR shall repair and restore any such damage, injury, or loss, at his expense, except such as may be directly due to errors in the contract documents or caused by the agents or employees of FSDB, as required by public authority or local conditions.

Article 5.10. **Inspection of Work**

Representatives of FSDB may visit and inspect the work at any time during his progress, and CONTRACTOR shall provide safe facilities for the inspection.

Article 5.11. **Supervision**

CONTRACTOR shall provide sufficient and qualified supervisory and administrative personnel so that the work is properly performed. **CONTRACTOR's supervisory personnel shall be subject to the Florida School for the Deaf and Blind approval.**

Article 5.12. **Changes in the Work Not Affecting Cost or Time**
The Project Manager shall have authority to make minor changes in the work, not affecting cost, not affecting time, and not inconsistent with the purpose of the work. CONTRACTOR shall not perform extra work or make changes without issuance of written supplemental instructions from the Project Manager. All supplement instructions shall be incorporated into the contract.

Article 5.13. **Contract Amendments**

(1) FSDB, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work or cost and adjusting the contract accordingly. All such work shall be executed under the conditions of the original contract except that any associated claim for extension of time will be adjusted at the time of ordering the change. Changes affecting the work or cost shall be made only pursuant to a written contract amendment. No amendment to the contract shall be binding unless it is in writing.

(2) The value of any work or cost affected by contract amendment will be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum. By unit prices named in the contract or subsequently agreed upon. By costs and percentage or by cost and a fixed fee.
- (b) If none of the above methods is agreed upon, CONTRACTOR shall proceed with the work and shall keep and present in such form as the Project Manager may direct a correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount, including reasonable allowances for overhead and profit, due CONTRACTOR. Pending final determination of value, payments on account of contract amendments will **be made on the Project Manager's estimate.**

Article 5.14. **Emergency Changes**

In the event that an emergency endangering life or property requires immediate action, FSDB may give CONTRACTOR an oral order, direction or instruction to proceed with a change. Any oral order, direction or instruction will be confirmed in writing to CONTRACTOR within one working day. CONTRACTOR will, within forty-eight hours after commencement of the emergency change, provide FSDB with a written bid on the effect of the change. If CONTRACTOR fails to timely notify FSDB of effects on the schedule of compensation caused by the emergency change, CONTRACTOR shall be deemed to have waived any right to claim an extension of time or increase in compensation as a result of the emergency change.

Article 5.15. **Changes in the Work, Delays, Extensions of Time and Claims**

During the course of the Contractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents, and/or the nature and extent of the work As specified and described in the Bidding Documents. The occurrence of such events may cause the Contractor to incur greater or less cost and expense to perform the work required to complete the subject Project than planned to be incurred in the

Contractor's successful bid, in which event the Contractor or FSDB shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the Case, to the extent such greater or less cost and expense results, and in which event the party entitled to the Benefit of any such adjustment to the Contract Sum shall, within twenty-one (21) calendar days from the First occurrence of such event(s), present written demand therefore on the other party through FSDB. Should the Contractor and Owner be unable to settle and dispose of such demand within thirty-(30) calendar Days from the date any such claim is presented, upon terms and conditions mutually agreeable to the Contractor, then such demand shall be referred to FSDB for determination, which determination shall be final and binding upon the Contractor, unless appealed in accordance with applicable provisions of the Contract Documents, and if FSDB, upon considering any such demand, determines that the Contract Sum should be increased or decreased, FSDB's determination of the amount of any such increase or Decrease in the Contract Sum shall be governed and controlled by strict adherence to the following described Guidelines and limitations, and neither the Contractor or FSDB shall be entitled to receive any monetary Consideration beyond that which is authorized herein below.

All adjustments to the Contract Sum resulting from a change in the work shall be determined by the measure of actual or estimated as the case may be, out-of-pocket costs and expenses incurred or spared by the contractor for labor, materials, equipment rental, plus overhead and profit thereon, for performing the changed work.

- 1) Labor costs shall be inclusive of all direct job site cost for estimation, **laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.**
- 2) All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax.
- 3) Overhead and profit shall be inclusive of all project management, project administration, superintendence, project coordination, project scheduling and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit shall be determined as follows:
 - a) Overhead and profit shall be calculated at the rate of 15% of the **Contractor's labor, material, equipment and equipment rental costs, incurred or spared as measured under the preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of the Contractor.**
 - b) Overhead and profit shall be calculated at the rate of 7-1/2 **percent of the Contractor's sub-contractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus 15% of all such costs, as overhead and profit to the Contractor's sub-contractors, for all changes in the work performed by the officers, employees or subsidiaries of the Contractor's sub-contractors.**

Article 5.16. Payments to Contractor
CONTRACTOR acknowledges that the AGENCY will occupy and use the project upon substantial completion, and that all or a portion of the funding for this project may have been appropriated by the State Legislature or furnished by Federal Grant to AGENCY and that payment to the Contractor may be made by AGENCY based on approval of each payment

by AGENCY. AGENCY will at intervals, pay or cause to be paid to the CONTRACTOR as follows:

- (a) Prompt Payment Clause – AGENCY has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty established pursuant to §55.03, Florida Statutes will be due and payable, in addition to the invoice amount, to the vendor. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to AGENCY. A Vendor Ombudsman within the Department of Financial Services has the responsibility to act as advocate for vendors experiencing problems in obtaining timely payments. The Vendor Ombudsman may be contacted at (850)413-5516.
- (b) Neither the AGENCY nor the Architect/Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.
- (c) For contracts \$50,000 and above, the CONTRACTOR's **Application for Final Payment** shall be accompanied by a Certificate of Contract Completion form to be provided as needed.

Article 5.17. Payments to Contractor Where Progress Payments Are the Basis for Compensation

Five (5) calendar days shall be allowed for the AGENCY's **inspection and approval** of the goods and services for which any Application for Payment is made.

- (1) Progress Payments Against Contract Sum
Based upon Application for Payment submitted to the Architect/Engineer by the Contractor and Certificates of Payment issued by the Architect/Engineer and accepted by the AGENCY, the AGENCY shall make progress payments to the CONTRACTOR against the account of the Contract Sum in accordance with the following:
 - (a) The AGENCY shall pay, or cause to be paid to the CONTRACTOR, 90% of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the work, and 90% of that portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of the previous payments. However, at the time the work is 50% complete or thereafter, if the manner of completion of the work and its progress are and remain satisfactory to the Architect/Engineer, the Architect/Engineer may authorize a 5% retainage on progress payments. The full 10% retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect/Engineer or for other good and sufficient reasons.
 - (b) The CONTRACTOR shall promptly pay each Subcontractor in accordance with Section 287.0585, Florida Statutes, upon receipt of payment from the AGENCY out of the amount paid to the CONTRACTOR **on account of such Subcontractor's Work**, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the CONTRACTOR **on account of such Subcontractor's work**.

(c) The Architect/Engineer may, on request at his discretion, furnish to a Subcontractor, if practical, information regarding the percentages of completion of the amount applied for by the CONTRACTOR and the action taken thereon by the Architect/Engineer on account of Work done by such Subcontractor.

(d) No Certificate for a progress payment, or any progress payment, nor any partial or entire use of occupancy of the project by the AGENCY, shall constitute an acceptance of any work not in accordance with the Contract Documents.

- (2) The CONTRACTOR shall request such compensation by submitting:
- (a) a properly completed and notarized Application for Progress Payment on AGENCY issued form.
 - (b) a Schedule of Contract Values.

The CONTRACTOR shall, within ten (10) calendar days from date of Agreement, submit to the Architect/Engineer for approval three copies of a Schedule of Contract Values which will reflect the estimated cost of each subdivision of work of each specification section further detailed by Subcontractor item, and utilizing the Construction Specification's Institute "Masterformat Broadscope Section Numbers". The value of each item shall include a true proportionate amount of the CONTRACTOR's overhead and profit. The sum of all such scheduled values shall equal the Contract Sum as evidenced by the Agreement.

The approved Schedule of Contract Values will accompany and support the CONTRACTOR's **periodic Applications for Payment and shall indicate** the value of suitably stored material as well as labor performed and materials incorporated into the work for each subdivision of the schedule during the period for which the requisition is prepared.

The Schedule of Contract Values form will be utilized to present this and other pertinent information which will facilitate the checking and **processing by the Owner's representatives of the CONTRACTOR's** Application for Payment.

Article 5.18. Payments to Contractor Where Lump Sum Payment Is Basis for Compensation.

- (1) The AGENCY shall pay, or cause to be paid to the CONTRACTOR, the Contract Sum upon completion of work and acceptance by AGENCY of the work.
- (2) The CONTRACTOR shall request such compensation by submitting an invoice with a description of the work performed and a signed and notarized Certificate of Contract Completion. If the contract sum is below \$50,000, a Certificate of Contract Completion is not required.

Article 5.19. Deductions/Non-Payment for Contractor Inefficiencies

If the Project Manager decides it is not in the Florida School for the Deaf and Blind'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 5.20. **FSDB's Right to Do Work**

If CONTRACTOR should neglect to perform the work properly or fail to perform any provision of this contract, FSDB, after three days written notice to CONTRACTOR, may without prejudice to any other remedy he

may have, make good such deficiencies at CONTRACTOR's expense.

Upon receipt of notice of termination CONTRACTOR waives all claims for damages, including, but not limited to, loss of anticipated profits, idle equipment, labor and facilities, and claims of Subcontractors and Vendors.

Article 5.21. **FSDB's Right to Suspend Work & Terminate**

Contract

FSDB may, at any time, suspend all or part of the work, or any part of it by **giving five (5) days' notice to CONTRACTOR in writing. The work shall be** resumed by CONTRACTOR within ten (10) days after the date fixed in a written notice to resume from FSDB to CONTRACTOR. FSDB will reimburse CONTRACTOR for expense incurred as a result of the suspension unless it was ordered by the Project Manager to enforce the contract or ordered for any violation of the contract.

The following actions by CONTRACTOR shall give FSDB the right to terminate the **contract within seven (7) days after CONTRACTOR's receipt** of written notice and take possession of the premises and of all materials, tools and appliances on it and finish the work by whatever method FSDB may deem expedient. In such case, CONTRACTOR will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial and administrative services, the excess will be paid to CONTRACTOR. If the expense exceeds the unpaid balance, CONTRACTOR shall pay the difference to FSDB. The expense **incurred by FSDB and the damage incurred through CONTRACTOR's** default will be certified by the Project Manager.

CONTRACTOR actions resulting in contract termination are as follows:

- 1) CONTRACTOR fails to carry forward and complete the work;
- 2) CONTRACTOR fails to comply with applicable laws, regulations or ordinances;
- 3) CONTRACTOR fails to commence correction of defective work promptly after notification of the defect, or fails to continuously and vigorously pursue correction of the defect until the work is completed to the full satisfaction of the contract requirements;
- 4) CONTRACTOR makes a general assignment for the benefit of his creditors.
- 5) CONTRACTOR has a receiver appointed because of insolvency;
- 6) CONTRACTOR files bankruptcy or has a petition for involuntary bankruptcy filed against it; or CONTRACTOR fails to make prompt payment, when properly due, to his subcontractors, vendors or others for materials or labor used in the work.

Notwithstanding the above, FSDB reserves the right to terminate this contract or any work issued under it anytime, with or without cause upon 30 days written notice to CONTRACTOR. Upon receiving notice of termination, CONTRACTOR shall discontinue the work on the date and to the extent specified in the notice, and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the work which was not terminated. CONTRACTOR shall also make every reasonable effort to cancel, upon terms satisfactory to FSDB, all orders or subcontracts related to the terminated work. In the event of termination CONTRACTOR shall be compensated for any work performed prior to termination.

Upon receipt of notice of termination CONTRACTOR waives all claims for damages, including, but not limited to, loss of anticipated profits, idle equipment, labor and facilities, and claims of Subcontractors and Vendors.

Article 5.22. FSDB's Right to Stop Work

FSDB reserves the right to issue a Stop Work Order to CONTRACTOR in the event CONTRACTOR fails to comply properly or if negligent in the performance of any provision of this contract. The Stop Work Order will include instructions that all performance under this contract shall immediately cease and desist and that no further billable costs are to be incurred. The Stop Work Order shall continue in full force and effect until rescinded in writing by FSDB.

Article 5.23. Contractor's Right to Stop Work & Terminate Contract

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of CONTRACTOR or of anyone employed by it, or if the Project Manager should fail to issue any estimate for payment within seven (7) days after is due, or if FSDB fails to pay CONTRACTOR within thirty (30) days of its maturity and presentation, any sum certified by the Project Manager then CONTRACTOR may, upon seven (7) days written notice to FSDB and the Project Manager, stop work or terminate this contract and recover from FSDB payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article 5.24. Removal of Equipment

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 5.25. Assignment

CONTRACTOR shall not assign the contract or sublet it as a whole or in part without the written consent of FSDB nor shall CONTRACTOR assign any moneys due or to become due to him hereunder, without prior written consent of FSDB.

Article 5.26. Rights of Various Interests

Wherever work being done by FSDB 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.

Article 5.27. Separate Contracts

FSDB reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of CONTRACTOR's work depends, for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the work.

To insure the proper execution of his subsequent work, CONTRACTOR shall measure work already in place of completed and shall at once report

to the Project Manager any discrepancy between the executed work and the Drawings.

Article 5.28. Project Manager's Status

FSDB's Project Manager may make on-site inspections at any time. He 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. He has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.

Article 5.29. Project Manager's Decisions

FSDB's Project Manager will, within a reasonable time after their presentation, make decisions in writing on all claims submitted by CONTRACTOR, and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of FSDB's Project Manager shall be final.

Article 5.30. Safety

In performing the contract, CONTRACTOR shall provide and maintain sufficient protection for the lives and health of employees and other persons preventing of damage to property, materials and equipment. To this end, CONTRACTOR shall comply with all applicable state, federal and local governmental safety laws, rules, regulations and building codes. CONTRACTOR shall make certain that only authorized personnel are allowed on the worksite, and shall post notices warning both employees and members of the public of all safety hazards.

Construction signs shall be furnished, erected, maintained, moved and removed as required and as directed to adequately and safely inform and direct the traveling public. Signs and markers shall indicate actual conditions.

Article 5.31. Acceptance of Finished Work

The Project Manager will make final acceptance inspection of all work to be provided under this contract, when completed and finished in all respects in accordance with these plans and specifications.

Article 5.32. Warranty

CONTRACTOR warrants for a period of one (1) year from the date of substantial completion that the work and workmanship completed by CONTRACTOR conform to the contract Specifications.

Article 5.33. Exclusion of Owner from Liability

- (1) Notwithstanding any other provision of the Contract Documents, should the Contractor sustain loss or be damaged by act or omission of a separate Contractor, FSDB shall not be liable for any such loss or damage and the Contractor shall not be entitled to obtain any monetary relief from FSDB to compensate for any such loss or damage, but shall be limited to such recovery as is otherwise available at law from persons and or entities other than FSDB.
- (2) Approval of parts of the work performed shall not prevent FSDB from claiming damages, unless the approval of such parts explicitly so states.
- (3) Indemnification will be limited to the ceiling amount of this Contract. This limit does not, however, apply when the Contractor is guilty of having caused damage willfully or through gross negligence.
- (4) The Contractor retains full responsibility for any third party liability that might arise due to the Contractor's activities, acts, or omissions under the Contract, and for its Personnel and property during the performance of the Services or as a consequence thereof. FSDB shall have no responsibility with regard to any liability which may

arise in relation to this Contract and will therefore accept no claim for compensation or increasing in payment in connection to such damage or injury.

Article 5.34. Insurance

The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by FSDB, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Resident Agent.

Worker's Compensation Insurance

The Contractor shall take out and maintain during the life of this Agreement, **Worker's Compensation Insurance for all of his employees** connected with the work of this project and, in case any work is sublet, the Contractor **shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.** Such insurance shall comply fully with the Florida Worker's compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to FSDB, for the protection of his employees not otherwise protected.

Contractor's Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this Agreement COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

- (1) CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE: \$1,000,000.00 Each Occurrence, Combined Single Limit
- (2) AUTOMOBILE LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE: \$1,000,000.00 Each Occurrence, Combined Single Limit Insuring clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

"XCU" (Explosion, Collapse, Underground Damage)

The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are applicable.

Broad Form Property Damage Coverage, Products and Completed Operations Coverage's

The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverage's.

Contractual Liability-Work Contracts

The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.

Indemnification Rider

To the fullest extent permitted by law, the Contractor's Liability Policy shall indemnify and hold harmless FSDB from and against claims, damages, **loses and expenses, including but not limited to reasonable attorney's fees** arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to FSDB.

Builder's Risk Coverage

FSDB reserves the right to require the Contractor to provide Builder's Risk Coverage on a project by project basis.

Asbestos-Abatement Contractors Liability Insurance Pollution Endorsement

The asbestos-abatement Contractor shall procure a pollution endorsement to his public liability insurance, against claim or claims expenses arising from the abatement project, as required by §469 of the Florida Statutes. The coverage by the endorsement may be of the Claims-Made type.

Loss Deductible Clause

The State of Florida shall be exempt from, and in no way be liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.

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 (BID NUMBER) and the CONTRACTOR's Solicitation Response which are attached and 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 perform the services set forth in the attached Competitive Solicitation (BID NUMBER) for ...** [SCOPE SHALL BE IN ALIGNMENT WITH SECTION 3 OF THIS SOLICITATION]

3. DELIVERABLES AND PAYMENTS

(1) CONTRACTOR shall provide labor & materials to maintain the AGENCY DESCRIBE as described in Article 2 herein, the Solicitation Document (BID NUMBER), and the CONTRACTOR's proposal, all of which are incorporated herein by reference, payable at [DELIVERABLES SHALL BE IN ALIGNMENT WITH SECTION 3 OF THIS SOLICITATION AND THE VENDOR's RESPONSE]

(2) The total amount to be paid to CONTRACTOR for all services and work performed under this AGREEMENT shall be/not exceed \$[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: (Any modifications will be listed)

6. ADDITIONAL TERMS AND CONDITIONS

The Contract includes the following enumerated additional terms and conditions: (Additional Terms & Conditions will be listed)

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 D – Public Entity Crimes Sworn Statement

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 by _____ (print name and title)
for _____ (print name of entity submitting sworn statement) whose business address
is _____, and whose 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 whose 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 by check mark.)

_____ 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.

APPENDIX E – Affidavit of Compliance with Minority Business Participation

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

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

1. I acknowledge my understanding that the policy of The Florida School for the Deaf and the Blind is to encourage the maximum participation of Minority Business Enterprises (MBE) in its procurement activities. Accordingly, I affirm that the company I represent holds the MBE status indicated below:

CHECK BOX	MBE Participation
<input type="checkbox"/>	State of Florida Certified MBE business (submit supporting certification documentation*)
<input type="checkbox"/>	Eligible for Florida MBE certification ³ , but not certified (submit supporting affidavit*)
<input type="checkbox"/>	Ineligible firm with three MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
<input type="checkbox"/>	Ineligible firm with two MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
<input type="checkbox"/>	Ineligible firm with one MBE certified sub-consultant firm contracted (submit supporting documentation & affidavit*)
<input type="checkbox"/>	Ineligible firm, or insufficient/no documentation submitted, or no selection made herein.

*These must be attached to this form as a condition for points award, otherwise the response will be deemed to not have required documentation to support the classification and a score of -0- will be recorded.

2. 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 _____ County of _____

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

³ In accordance with the Eligibility Requirements promulgated by the State of Florida Department of Management Services and found at:
http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements

APPENDIX F – Notice to Contractors

If a contract is awarded, the CONTRACTOR acknowledges that:

1. They are aware of the “Badging” requirements stipulated in House Bill 21, passed by the 2013 Florida Legislature and signed by Governor Rick Scott which creates the requirement for a uniform, statewide identification badge to be worn by non-instructional contractors when on school grounds. The badge signifies that the non-instructional contractor has met the screening standards set forth in §1012.467, F.S.;
2. They have reviewed the “Campus Access ID Requirements” document found in the FSDB Solicitations DropBox folder accessible from the FSDB website;
3. The required background check will be conducted by a third party vendor (Fieldprint) and the vendor will require an FSDB specific Code for processing which shall be provided after award;
4. 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.
5. 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.
6. 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.
7. They are required to comply with these requirements at their own expense;
8. Failure of the contractor to ensure compliance with the previous requirements may lead to termination of this contract and the possibility of being denied future work at FSDB.

Name of Firm

Authorized Signature

(Print Name and Title)

Date

END OF DOCUMENT

APPENDIX G – Proposal Form

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

Decline to Bid

Submitted by (Company Name):

Project Name: Campus Security Fencing – RFP-20-005

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

Position	2019-2020		2020-2021		2021-2022	
	Reg/Hour	OT/Hour	Reg/Hour	OT/Hour	Reg/Hour	OT/Hour
Journeyman	\$	\$	\$	\$	\$	\$
Helper	\$	\$	\$	\$	\$	\$
Parts & Material Mark-up	%		%		%	

Position	2022-2023		2023-2024	
	Reg/Hour	OT/Hour	Reg/Hour	OT/Hour
Journeyman	\$	\$	\$	\$
Helper	\$	\$	\$	\$
Parts & Material 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 _____ County of _____

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

APPENDIX H – Schedule of Events and Deadlines

Schedule of Events and Deadlines: PROJECT				
ACTIVITY	DATE	TIME (EASTERN)	ADDRESS	SECTION REFERENCE
Solicitation Promulgated (Advertisement)	8/23/2019		http://www.myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1 & 2.21
Advertisement Period Close	9/24/2019			
Question Submission Deadline	9/24/2019	10:00AM	meyersc@fsdb.k12.fl.us	2.8
Answers Issued as Addendum	10/1/2019		http://www.fsdbk12.org/purchasing	2.8
Submission Deadline	10/9/2019	1:45PM	207 N. San Marco Ave. Attn: Charles Meyers, Purchasing/Warehouse, St. Augustine, FL 32084	2.9.1
Bid Opening*	10/9/2019	2:00PM	207 N. San Marco Ave. St. Augustine, FL 32084	2.20
Selection Committee Review*	10/9/2019			
Results Notification**	10/11/2019		http://www.fsdbk12.org/purchasing	2.2.1; 2.21; 5.3
Intent to Award Advertisement Open	10/11/2019		http://www.myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1; 2.21; 5.3
Intent to Award Advertisement Close	10/16/2019			
Agreement Draft, Review, Execution	10/25/2019			
Contract term begins***	11/1/2019			

* Committee Attendance Required; ** Committee must remain available until results are published; ***Or date of execution, whichever is later

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

APPENDIX I-1 – Evaluation & Rating Sheet

APPENDIX I-2 – Requirements Checklist

Mandatory Requirements Checklist

4.1.4 Complete Sealed Reply (mandatory requirement)

To be considered 'complete' a reply must meet the following conditions and consist of the following:

- The package must arrive before the deadline stipulated in the Solicitation Document;
- 4.1.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate **sealed** container or package;
- 4.1.4.2 The label provided in this solicitation 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;
- 4.1.4.3 **one** original Reply which **must contain an original signature** of an official who is authorized to bind the Vendor to their reply;
- 4.1.4.4 **five** copies of the Reply;
- 4.1.4.5 **one** electronic version of the reply, identical to the hard copies formatted as specified herein, and including any required spreadsheets or electronic documents stipulated in the Solicitation Document*.
- 4.1.4.6 **Reply is complete***. A reply that does not conform to the aforementioned elements will be deemed **INCOMPLETE** and shall not be evaluated.

Certification of Qualification

Signature – Susan Bright, Director of Purchasing

Date

Signature – Charles Meyers, Contract Administrator

Date

* A **reply initially marked 'complete' may be deemed incomplete** if it does not contain indicated mandatory requirements or if the electronic version is found upon inspection to be non-compliant.

RESPONSE TABS

The respondent must utilize the following tabs and organize the response materials in the indicated order.

4.2.1 Title Page (mandatory requirement)

4.2.1.1 Project Name and Solicitation number: Campus Security Fencing – Solicitation #RFP-20-005

4.2.1.2 Vendor's legal name: _____

Physical address: _____

Physical address: _____

Federal tax identification number:

4.2.1.3 Person who can respond to inquiries regarding the reply:

Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

4.2.1.4 person who will sign a contract, if awarded:

Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

4.2.1.5 Narrative about the history of the firm, including date of inception, ownership structure, and number of employees:

TAB 1: Required Vendor Registration, Licensure, and Insurance (mandatory requirement)

- 4.2.2.1 MFMP Registration and Substitute W-9 filing
Each bidder and each subcontractor must be registered in the My Florida Market Place and have a Substitute W9 on file with the State of Florida as required in ATTACHMENT A – GENERAL TERMS AND CONDITIONS FOR CONTRACTS, Article 1.05 – Authorization to do Business in the State of Florida. Evidence in the form of a copy of the MFMP Registration verification from the MyFloridaMarketPlace Vendor Information Portal is required (obtain from <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>). Do not submit a hard copy W9 form.
- 4.2.2.2 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, and registrations.
- 4.2.2.3 Certificate of Insurance
The reply must include a certificate of insurance outlining the limits of insurance coverage for errors, omissions, and professional liability.
- 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.
- 4.2.2.6 Location Map
Google Maps **directions from the vendor's main office to "207 N. San Marco Avenue, St. Augustine, FL 32084"** is required to accompany the reply.

4.2.3 **TAB 2: Required Vendor's Statements and Certifications (mandatory requirement)**

Appendix Documents: The following appendices are to be submitted with the final solicitation response (*signatures must be contained within the provided box for future redaction*):

- 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
- APPENDIX G – Cost Proposal

4.2.4 **TAB 3: Vendor's Qualifications**

4.2.4.1 References

Submissions will include at least three (3) references from prior clients within the past three years as of July 1 of the current year and shall include: project name, project location, project cost, project completion date, project description, and project owner representative name, title, phone and fax number, and email address.

4.2.4.2 Current and Previous Business with State and Local Agencies

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

4.2.4.3.1 Name of the contracting state FSDB and the applicable office or program issuing the contract;

4.2.4.3.2 Contract name and number;

4.2.4.3.3 Starting and ending dates;

4.2.4.3.4 Total contract amount;

4.2.4.3.5 A brief description of the purpose of the contract and the types of services provided under the contract; and

4.2.4.3.6 Name and contact information of the Contract Manager.

4.2.4.3 Qualifications and Experience

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

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

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

4.2.5 TAB 4: **Vendor's** Supplemental Information

Supplemental Information: The vendor may attach other information they deem pertinent or appropriate in this section.