

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.FSDB.K12.FL.US



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

Addendum # 1

September 26, 2019



Submission of Questions and Written Responses

The following questions were submitted by E2 Design & Construction, Elizabeth Evans (eevans@e2dc.net) :

- Q. “I went to the below website to look for the scope of the project and after reading through the documents on the Dropbox site, I was unable to see the exact scope. I can see the requirements for vendors but I do not see the exact scope. Can you direct me to where this might be located? We are interested in submitting a proposal for this project?”
- A. “The purpose of this solicitation is specified in Section 1.2 on page 5 of the solicitation document. The manor in which work will be authorized and defined – the ‘exact scope’ – is outlined in Section 3.4 on pages 15 and 16 of the solicitation document. Respondents will need to complete Appendix G, Proposal Form on page 46 as part of their submission (using the provided tabs). See attached.”

No further questions submitted.

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:

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.

[This space intentionally left blank]

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

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

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.