



**DEPARTMENT OF BUSINESS and PROFESSIONAL REGULATION**  
**REQUEST FOR PROPOSAL**

**Solicitation Acknowledgement Form**

Page <u>1</u> of <u>101</u> pages	SUBMIT RESPONSE TO: <b>Department of Business and Professional Regulation (DBPR)</b> <b>Bureau of Agency Services</b> <b>2601 Blair Stone Road, Building A, Contract/Procurement Administration Office</b> <b>Tallahassee, Florida 32399-1040</b> <b>Telephone Number: 850-717-1419, Fax: 850-921-9019</b>
AGENCY RELEASE DATE: <u>1/28/19</u>	
SOLICITATION TITLE: <b>Meeting Facilitator Services for Florida Building Commission</b>	SOLICITATION NO: <b>RFP-DBPR-01-18/19</b>
RESPONSES WILL BE OPENED: <b>3/1/19, 12:00 PM Eastern Time</b> and may not be withdrawn within <u>180</u> days after such date and time.	
I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this response and certify that I am authorized to sign this response for the Respondent and that the Respondent is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a response to an agency for the State of Florida, the Respondent offers and agrees that if the response is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.	
RESPONDENT NAME:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Authorized Representative's Signature  <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Name and Title of Authorized Representative  *This individual must have the authority to bind the Respondent.
RESPONDENT MAILING ADDRESS:	
CITY - STATE - ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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Addenda or clarifications to this RFP will be posted on the Florida Vendor Bid System (VBS) along with an Addendum Acknowledgement Form. The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and submitted with the response. **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

#### **A.7 Notice of Potential Federal Funding**

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on the Department's federally approved cost allocation plan.

#### **A.8 Questions** *(This section supersedes Appendix A, PUR 1001, Instruction #5, Questions)*

Any questions from Respondents concerning this RFP shall be submitted in writing, identifying the submitter, to Beverlyn L. Elliott at the address specified in Section A.4, Issuing Office, or by email to [beverlyn.elliott@myfloridalicense.com](mailto:beverlyn.elliott@myfloridalicense.com) by the date and time specified in Section A.6, Calendar of Events. E-mail inquiries are preferred; however, a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. The Department bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

**INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE.** Any information received through oral communication shall not be binding on the DBPR and shall not be relied upon by any Respondent.

#### **A.9 Submission of Response** *(This section supersedes Appendix A, PUR 1001, Instruction #3, Electronic Submission of Responses)*

Responses must be submitted in a sealed envelope with the proposal number and opening date and time identified on the outside. Responses must be submitted by U.S. Mail, Courier, or hand delivery. Electronic submission of proposals is not required and will not be accepted for this solicitation. **RESPONSES SUBMITTED ELECTRONICALLY OR BY FACSIMILE WILL NOT BE CONSIDERED.**

Each response shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all Responses be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Capital Commerce Center is a secured building, if you are hand-delivering your Response, please allow for sufficient time to gain access into the building. **RESPONSES RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

#### **A.10 Withdrawal of Response**

A submitted response may be withdrawn, if within seventy-two (72) hours after the response due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to the Department.

#### **A.11 Response Opening** *(This section supersedes Appendix A, PUR 1001, Instruction #12, Public Opening)*

The response opening will be held at the time and date specified in Section A.6, "Calendar of Events" in the DBPR Procurement Office, 2601 Blair Stone Road, Bldg. A, First Floor, Tallahassee, Florida.

The name of all Respondents submitting responses shall be made available to interested parties upon written request to the contact person listed in Section A.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any response/proposal documents or the attendance to any related meeting or response/proposal opening.

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Sealed responses received by the Department in response to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once the Department posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or 30 days after the response opening, whichever is earlier.

#### A.12 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Response to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely responses that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the response are those set forth as mandatory, or without which an adequate analysis and comparison of responses is impossible, or those which affect the competitiveness of responses or the cost to the Department.

#### MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its response within the timeframe specified in Section A.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Section A.34 and A.36.1, one (1) original, signed and sealed Technical Response, and three (3) paper copies of the signed original, and one (1) electronic copy of the signed original Technical Response (on compact disc), which includes the following required attachments:
  - 1. DBPR Solicitation Acknowledgement Form
  - 2. Attachment A – Reference Form
  - 3. Attachment B – Solicitation Cost Response
  - 4. Attachment C – Drug Free Workplace Certification
  - 5. Attachment D – Disclosure Statement/Conflict of Interest
  - 6. Attachment G – Certifications and Assurances
  - 7. Attachment H – Affidavit – Notice of Trade Secret
  - 8. CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with the Florida Department of Management Services.
- C. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Section A.33 and A.35.2, one (1) original, signed and sealed Attachment B, Cost Response, three (3) paper copies of the signed original and one (1) electronic copy of the signed original Cost Response (on compact disc). Attachment B must be submitted in a sealed package separate from all other attachments.
- D. It is **MANDATORY** that the Respondent return one (1) original, Addendum Acknowledgement Form that is included with each posting, signed and dated by an individual authorized to bind the Respondent.

**Warning:** The list above is not exhaustive. The use of the terms “shall”, “must”, or “will” within these solicitation documents indicates a **MANDATORY** requirement or condition. Failure to meet such additional requirements or conditions will result in the response being rejected as non-responsive.

Responses that do not meet all material requirements of this response or which fail to provide all required information, documents or materials will be rejected as non-responsive. Material requirements of the response are those set forth as mandatory, or without which an adequate analysis and comparison of responses is impossible, or those which affect the competitiveness of responses or the cost to the Department. Responses may be rejected as non-responsive if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contact.

#### A.13 Cost of Preparing Respondent’s Reply

The Department is not liable for any costs incurred by a Respondent in responding to this RFP, including those incurred for any oral presentations, if applicable.

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#### **A.14 Disclosure and Ownership of Responses by the Department**

A Respondent's response shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent's response, upon submission, and any resulting purchase order shall be the property of the Department except those parts to be confidential or exempt pursuant to Chapter 119, Florida Statutes, and the Department, in its sole discretion, shall have the right to use, reproduce, and disseminate the response and purchase order.

#### **A.15 Confidential, Proprietary or Trade Secret Information and Material**

Any response content submitted to the Department which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the proposal, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion of the proposal or other document in which the content is set forth.

Any claim of confidentiality is waived upon submission, unless addressed as set forth above. The Department will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), Florida Statutes, where identified as such in the reply, to the extent permitted under section 815.045, Florida Statutes, and chapter 119, Florida Statutes. Each Respondent acknowledges that the protection afforded by section 815.045, Florida Statutes, is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by the Department.

The Department takes its public records responsibilities under Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or record submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, the Respondent must also provide the Department with a separate Redacted Copy of its response, in hard copy and on a CD ROM, at the time of response submission.**

This Redacted Copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time the Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

Respondent shall protect, defend, and indemnify, save and hold harmless, the Department from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of the Department to release information redacted by the Respondent, and to further indemnify the Department for any other loss the Department incurs due to any claim being made against the Department regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

**Notwithstanding compliance with A.14, if Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.**

#### **A.16 Posting of Recommended Award** *(This section supersedes Appendix A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

The Proposal Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section A.6, "Calendar of Events" above and on the Department of Management Services (DMS) Florida Vendor Bid System for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the DBPR Procurement Office, Department of Business and Professional Regulation, 2601 Blair Stone Road, Bldg. A, First Floor, Tallahassee, Florida 32399, within the time prescribed in section 120.57(3), Florida Statutes, and Rule 28-110, Florida Administrative Code.

#### **A.17 Description of Work Being Procured**

The Department is requesting proposals from qualified Contractors to provide meeting facilitation services for the Florida Building Commission. All work shall be performed in accordance with the Scope of Work contained in Section B.

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#### **A.18 Number of Awards**

The Department anticipates the issuance of one (1) purchase order for services under this solicitation. The Department reserves the right to issue multiple purchase orders if doing so is believed to be advantageous to the Department and the State of Florida. The Department, at its sole discretion, shall determine whether multiple purchase orders will be issued.

#### **A.19 Purchase Order Period**

The purchase order period is for a term of five (5) years beginning July 1, 2019 and expiring June 30, 2024. The selected Contractor will be expected to be able to assume the responsibilities outlined herein upon purchase order execution.

The Department reserves the right to renew the purchase order resulting from this solicitation. Renewal of this purchase order shall be in writing and shall be subject to the terms and conditions set forth in the existing purchase order. Renewal shall be limited to an additional term not to exceed five (5) years. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

#### **A.20 Type of Purchase order Contemplated - *(This section supersedes Appendix B, PUR 1000, Condition #2, Purchase Order)***

A fixed-rate purchase order is proposed; however, the Department reserves the right to award another type of contract or purchase order if doing so is believed to be advantageous to the Department and the State of Florida, considering price and other factors. The Contractor shall be paid for the services rendered under the purchase order upon satisfactory completion of these services.

A copy of the proposed purchase order is included in Section C, "Department Form of Annual Purchase Order". The requirements contained in the proposed purchase order should be closely reviewed by the Respondent since modifications proposed by the Respondent may not be considered.

Information on Federal procurement regulations, State statutes and rules referred to in this solicitation, may be obtained by contacting the Department's Bureau of Agency Services referred to in Section A.4.

#### **A.21 Response Acceptance Period**

The Department intends to execute the purchase order(s) as soon as possible after the posting of the Department's decision. The Department, at its discretion, may terminate discussions with the highest ranked Respondent if an agreement is not executed within thirty (30) days after the announcement of an award and may proceed to award the purchase order to the second ranked Respondent.

#### **A.22 Firm Response - *(This section supersedes Appendix A, PUR 1001, Instruction #14, Firm Response).***

Any submitted proposal shall remain firm and valid for one hundred eighty (180) days after the response submission due date, or until a purchase order is fully executed, whichever occurs first. The Respondent shall not withdraw any response within this time period except as described in section A.10. Any response that expresses a shorter duration of validity may, in the Department's sole discretion, be accepted or rejected.

#### **A.23 Disclosure**

Information will be disclosed to Respondents in accordance with State statutes and rules applicable to this solicitation.

#### **A.24 Laws and Permits**

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this purchase order. All permits and licenses required for this purchase order must be obtained by the contractor and maintained for the duration of the purchase order.

#### **A.25 Insurance**

The contractor selected under this RFP shall maintain, during the life of the purchase order, Workers' Compensation Insurance for all of its employees connected with this purchase order. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case *An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.*



any class of employee engaged in hazardous work under the purchase order is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected.

The contractor selected under this RFP shall maintain, during the life of the purchase order, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of \$100,000 combined single limit.

The selected contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to the Department's Contract Manager, with the exception of ten (10) days' notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a purchase order with the Department. The insurance certificate must name the Department as an additional insured and identify the Department Purchase order Number. Copies of new insurance certificates must be provided to the Department Contract Manager with each insurance renewal.

#### **A.26 Vendor Registration**

Prior to entering into a purchase order with the Department, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace (MFMP) Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MFMP website (link available under "Business" at <http://www.myflorida.com/>). Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in your registration efforts:

81101516 – Energy or Utility Consulting Service

*A list of Commodity Codes can be found here: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources) However, if you need assistance, the purchasing office can help.*

#### **A.27 Florida Department of State Registration Requirements**

All entities identified under Chapters 607, 608, 617, 620, 621 and 865, Florida Statutes, seeking to do business with the Department of Business and Professional Regulation shall, prior to award of a purchase order, and be appropriately registered with the Florida Department of State.

#### **A.28 Staffing Changes**

The successful Contractor shall staff the project with key personnel identified in the Contractors' response, which are considered by the Department to be essential to this project. Prior to substituting any key personnel, the Contractor shall notify and obtain written approval from the Department. Written justification must include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The Department, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

#### **A.29 Diversity**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran- and minority-owned small business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects woman-, veteran-, and minority-owned Florida-based small business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of woman-, veteran- and minority-owned small business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is *An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.*



vital that woman-, veteran- and minority-owned small business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Woman-, veteran- and minority-owned small business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of woman-, veteran- and minority-owned small business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Quarterly Reports of revenue paid to certified CMBE and CSDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Department Purchasing Office by the Prime Contractor on an agency (or other eligible user) level.

### **A.30 Contractors and Subcontractors**

The Contractor will be the prime service provider and shall be responsible for all work performed and purchase order deliverables. Proposed use of subcontracts should be included in the Respondent's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the Department.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this purchase order embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered subcontracting opportunities.

The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same prequalification requirements referenced in Section A.30 of this solicitation as the awarded contractor.

### **A.31 Conflict of Interest**

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the purchase order resulting from this solicitation. The selected contractor shall be required to provide written notification to the Department within (5) working days of the discovery of a potential conflict of interest. The Department shall have the authority to determine whether or not a conflict of interest exists.

### **A.32 Rights to Data and Copyright**

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a proposal or specified to be delivered under a project purchase order shall be maintained by the Department and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by purchase order funds become the property of the Department except as may otherwise be provided in the purchase order.

### **A.33 Number of Copies to be Submitted**

A signed original technical response, three (3) paper copies, and one (1) electronic, signed copy (on compact disc) thereof shall be bound, enclosed and sealed individually. The original shall be labeled "Original Technical Response" and all copies shall be labeled "Technical Response Copy." The original and copies may then be submitted together.

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A signed original cost response, three (3) paper copies, and one (1) electronic, signed copy (on compact disc) thereof shall be bound, enclosed and sealed individually. The original shall be labeled "Original Cost Response" and all copies shall be labeled "Cost Response Copy." The original and copies may then be submitted together.

**The Respondent's technical response shall be packaged separately from its cost response or the response will be rejected.**

If Respondent considers any portion of its technical response or cost response to be confidential, the Respondent shall submit a compact disc containing one (1) copy of the signed, original response with the confidential information redacted. This compact disc shall be titled "Redacted Copy."

#### **A.34 Elaborate Responses**

It is not necessary to prepare your response using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Your response shall be prepared in accordance with the instructions herein.

#### **A.35 Instructions for Preparation of the Proposal**

The instructions for this solicitation have been designed to help insure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **ANY AND ALL INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.**

##### **A.35.1 Technical Proposal Format**

The technical response package shall be prepared by each Respondent utilizing 8.5" x 11" paper.

Using the description of work outlined in Section A.17 above and Section B, Respondents shall prepare their technical response package in the order outlined below, with the sections tabbed for ease of identification and review.

**The Respondent's technical proposal shall be packaged and sealed separately from their cost proposal. Failure of the Respondent to provide any of the information required in the technical response portion of the response package shall result in a score of zero (0) for that element of the evaluation which will result in the response being deemed non-responsive and rejected.** The technical proposal will consist of the following and follow the format listed:

- **Cover Sheet - Department Solicitation Acknowledgement Form**

The Department's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DBPR Solicitation Acknowledgment Form" with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DBPR Solicitation Acknowledgment Form with their response, the Department reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. This right may be exercised when the response has met all other requirements of the solicitation.

**In the event that Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.**

- **Tab 1 – Respondent's Management and Technical Plan**

The Respondent shall provide a management plan which describes the administration, management, key personnel and responsible office.

- **Administration and Management (Company Profile)**

The Respondent must include a description of the organizational structure and management style established and the methodology to be used to control cost, ensure reliable services and to maintain schedules; as well as the means of coordination and communication between the organization and the Department. Information about the company's experience shall be submitted including company profile, experience, years in business, salary and

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benefits paid to employees, and references. The response should be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein. This would include the number of staff and number of hours proposed to complete the services specified herein.

- **Technical Approach**

The Respondent should explain the approach, capabilities, and methods it proposes to use to accomplish the tasks in the Scope of Work outlining specific details as to how the work will be accomplished. The Respondent should identify any safety concerns and how it will address those issues. Any specific techniques it will use should also be provided.

- **Equipment List**

The Respondent must include a list of all equipment that it proposes to use in the provision of services identified in Section B of this solicitation. Brochures on equipment to be used may be attached.

- **Identification of Key Personnel/Salary/Benefit Package**

The Respondent must provide the names of key personnel on the Respondent's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the tasks to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. The Respondent is asked to provide current information for all existing employees proposed for use on this purchase order including pay, the fringe benefits package, and any terms and restrictions placed on employees. The Respondent should also include this information for any vacant positions anticipated to be filled and used on this purchase order.

- **Responsible Office**

The Respondent may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

- **Tab 2 - Duty of Continuing Disclosure of Legal Proceedings**

- If, applicable, Respondent must disclose, as part of its Response, all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceeding) involving Respondent (and each subcontractor) in a written statement to the Department. Thereafter, Respondent has a continuing duty to promptly disclose all Proceedings upon occurrence.
- This duty of disclosure applies to Respondent's or its subcontractor's officers and directors when the Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from being disclosed by the terms of the settlement may be annotated as such.
- Respondent shall promptly notify the Department of any Proceeding relating to or affecting the Respondent's or subcontractor's business. If the existence of such Proceeding causes the Department concern that Respondent's ability or willingness to perform the Purchase order is jeopardized, Respondent shall be required to provide the Department all reasonable assurances requested by the Department to demonstrate that:
  - Respondent will be able to perform this Purchase order in accordance with its terms and conditions, and
  - Respondent and/or its subcontractor(s) has/have not and will not engage in conduct in performing services for the Department which is similar in nature to the conduct alleged in such Proceedings.

- **Tab 3 – Attachments**

Proposal responses to this RFP must include the following documents and certifications:

- Reference Form (Attachment A)
- Solicitation Cost Response (Attachment B)
- Drug-Free Workplace Certification (Attachment C)
- Disclosure Statement/Conflict of Interest Disclosure (Attachment D)
- Certifications and Assurances (Attachment G)
- Affidavit – Notice of Trade Secret (Attachment H)

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- CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with the Florida Department of Management Services.

#### A.35.2 Cost Response Submittal

Each Respondent shall use the forms provided as Attachment B, "Cost Response", to provide rates for the services requested in this solicitation. The Respondent's "Cost Response" shall be packaged and sealed separately from their Technical Response. Failure to comply with this requirement shall result in the response being deemed non-responsive and therefore, the response will be rejected.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section B and the Respondent's response hereto, including, but not limited to Respondent's furnishing the necessary personnel and, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc. ), travel and incidental expenses. **Failure by the Respondent to provide a cost on Attachment B shall result in the response being deemed non-responsive and therefore, the response will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

**Failure to complete and submit Attachment B, "Cost Response", will result in the response being deemed non-responsive and therefore, the response will be rejected.**

#### A.36 Past Performance References

In the space provided on Attachment A, "Reference Form", the Respondent must list all the names under which it has operated during the last five (5) years from the issuance date of this solicitation. The Department will review its records to identify all purchaser orders and/or contracts that the Respondent has undertaken with the Department, where the Respondent was the prime contractor, during this period.

Also, in the spaces provided on Attachment A, the Respondent must provide the required information for a minimum of three (3) separate and verifiable clients. The Respondent's work for the clients listed must be for work that is the same as that specified in this solicitation. Confidential clients shall not be included. **Do not list the Department as a client reference (as explained below, if Respondent has performed work as a prime contractor of the Department during the timeframe specified above, the Department will be one of the two clients selected for contact).**

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time the work was performed must be given at the end of the project description provided on Attachment A.

In the event that Respondents submit a response as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours. At its own discretion, the Department may choose two (2) of the Respondent's references to contact in order to complete the evaluation questionnaire provided in Attachment E. If the Department chooses to include references (Attachment A) as a proposal evaluation criterion and if the Department chooses to conduct evaluations of those references (Attachment E), the scoring of those reference evaluations shall be considered when determining the final score for references listed in Attachment A. In the event that the Respondent has performed work as a prime contractor for the Department within the timeframe specified above, the Department shall attempt to contact one Department and one non-Department reference. In the event that the Respondent has not performed work as a prime contractor for the Department within the timeframe specified above, the Department shall attempt to contact two (2) non-Department references.

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The Department will attempt to contact each selected reference by phone up to four (4) times. In the event that the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation. The Department **will not** attempt to correct incorrectly supplied information and **will not** select a replacement for a non-responding reference.

**Failure to provide the required information for a minimum of three (3) separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.**

#### A.37 State Project Plan

The Respondent should submit a written plan addressing the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. The plan should be in Tab 3 – Attachments, of the Respondent's response. The Department expects prospective respondents to address each objective. Objectives not addressed in the selected Respondent's response must be addressed prior to purchase order execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the purchase order.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.
3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the Department Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the Department Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

#### A.39 RFP Process

The RFP process is conducted in two sequential phases: first, the Response Preparation Phase, and second the Evaluation Phase.

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1. In the Response Preparation Phase, the Respondents will prepare and submit a response to the Procurement Administrator based on the requirements identified previously in Section A of this RFP and any addenda to the RFP.
2. In the Evaluation Phase, an evaluation team will evaluate and score the responses according to the evaluation criteria contained in the RFP and the Department will then post the Department's decision, as set out in Section A.6.

**A.40 Evaluation Criteria**

1. General.
  - a. The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted.
  - b. Non-responsive proposals shall include, but not be limited to, those that:
    - Are irregular or are not in conformance with the requirements and instructions contained herein;
    - Fail to utilize or complete prescribed forms; or
    - Have improper or undated signatures

**A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.**

- c. The Department may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which ARE NOT PREJUDICIAL to other Respondents.
  - d. In determining Respondent's responsibility, the Department may consider any information or evidence which comes to its attention and which reflects upon a Respondent's capability to fully perform the purchase order requirements and/or the Respondent's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Purchase order. The Department may deem the Respondent as non-responsible.
2. Scoring.

Each proposal will be reviewed by at least three evaluators who will independently score the proposal based on the criteria contained in Attachment F. The Issuing Office identified in Section A.4, will collect all of the completed evaluation scoring forms from the evaluators at the completion of the evaluation period, and will attempt to contact references via telephone to obtain the past performance reviews. The scores for the past performance reviews and the evaluators score sheets will be tabulated for inclusion on the summary score sheets for calculation of the total numerical rating. The Purchasing Office will average the total point scores to convert to average rank, for each proposal for all evaluators. The Purchasing Office shall present the average rankings to program area Deputy Director, or his or her designee, who will then determine the recommended purchase order award or the short list of Respondents to participate in oral discussions.

The Department reserves the right to short list Respondents deemed to be in the competitive range to conduct oral discussions prior to the final determination of purchase order award. If the Department exercises the right, the short list will be posted on the Vendor Bid System. In the event the Department exercises the right to hold oral discussions, the scores given for each evaluation criterion will be added to the score given for that same criterion initially.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	90	2
Company B	100	1
Company C	80	3.5*
Company D	75	5
Company E	80	3.5*

\*In the event that multiple firms have the same raw point score, the rank positions needed to cover those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied so  $3 + 4 = 7$ ;  $7$  divided by  $2 = 3.5$ . Each firm receives a rank of 3.5.

**A.41 Award**

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Upon completion of the evaluations, the Evaluation Team will determine which Respondent(s) provides the best value to the Department. "Best value," as defined in s. 287.012(4), F.S., means the highest overall value to the State based on objective factors that include, but are not limited to, price, quality, design and workmanship. The Department reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

A printed copy of the score tabulation(s) and the Department's intended award decision will be posted for 72 business hours in the Procurement Office, Capital Commerce Center, located at 2601 Blair Stone Road, Building A, First Floor, Tallahassee, Florida, and on the Vendor Bid system at the following website URL address: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form).

A copy will also be available upon written request to the Procurement Office. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

#### **A.42 Identical Tie Responses**

In the case of a tie between two or more Respondents, the Respondents with a certified Drug Free Workplace will be given preference.

In the event that all tied vendors submitted the Drug Free Workplace Certification, award shall be determined by using Rule 60A-1.011, F.A.C., Identical Evaluations of Responses.

#### **A.43 Terms and Conditions** *(This section supersedes Appendix A, PUR 1001, Instruction #4, Terms and Condition).*

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Scope of Work (Section B),
2. Form of Annual Purchase Order (Section C)
3. Special Instructions for the Preparation and Submission of Responses (Section A),
4. General Conditions (PUR 1000 – Appendix B), and
5. General Instructions to Respondents (PUR 1001 – Appendix A).

The Department objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the 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 found in this solicitation, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced.

#### **A.44 Trade Names**

The product described in this RFP must be proposed bid as specified. Alternate products that are proposed bid will not be considered, and any proposal containing an alternate product will be rejected.

#### **A.45 Visitor Pass to the Capital Commerce Center**

Each visitor to the Capital Commerce Center is required to sign in and obtain a visitor's pass. DBPR's main entrance is located in Building B, Ground Floor Lobby. Please allow enough time to obtain a visitor's pass if hand delivering your response to the Bureau of Agency Services. The official date and time of receipt is the date and time the response is stamped as received by the Bureau of Agency Services within the Capital Commerce Center located at 2601 Blair Stone Road, Tallahassee, FL.

#### **A.46 Employment of DBPR Personnel**

The Respondent shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of the Department, without prior written approval of the Department.

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Further, the Respondent shall not knowingly engage any former employee of the Department where such employment conflicts with the requirements of section 112.3185, Florida Statutes.

#### A.47 Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

#### A.48 Accessible Electronic Information Technology

Respondents submitting replies to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

#### A.49 Definitions

- Department: The Department of Business and Professional Regulation (DBPR).
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time the Department conducts routine business.
- Department Non-Business Hours: Typically holidays, weekends, and night time frames in which the Department is closed to conducting routine business.
- Department Observed Holidays: The following holidays are currently observed by the Department. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
  - New Year's Day
  - Martin Luther King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day and the following day
  - Christmas Day
- Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under the Florida Statutes.
- Contract: A written agreement or purchase order between the Department and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and the Department.
- Contract Manager: The person designated by the Department who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between the Department and the Contractor regarding performance issues contained in the contract.
- Contractor: The person or entity that enters into a contract to sell commodities or contractual services to the Department.
- Facilitate: The act of providing the Florida Building Commission and its subgroups (technical advisory committees, workgroups, and product oversight committees) with the necessary tools and processes to ensure that their meetings are conducted in accordance with the Commission's consensus-based decision-making process, as set forth in the Florida Building Commission's Procedural Policies and Guidelines, a current copy of which is attached as Attachment "K." These tools and processes include but are not limited to the development of an annotated agenda, development of work plans for

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handling complex issues before the Commission, and providing in-meeting guidance to ensure an efficient and effective meeting.

- Facilitator: The person selected by the Contractor and approved by the Department to facilitate the meetings of the Florida Building Commission and its subgroups. The facilitator shall have a minimum of five (5) years experience as a meeting facilitator for a government agency, as evidenced by references submitted in response to RFP.
- Invoice: Contractors itemized document stating prices and quantities of goods and/or services delivered, and sent to the Department for verification and payment.
- Premises(s): The entire Department of Business and Professional Regulation property identified by the Building Manager (or his/her designee) and any other property that may be added to or deemed part of the contract agreement.
- Purchase Order: A written agreement formalizing the terms and conditions under which a Vendor furnishes commodities or contractual services to the Department or an agency.
- Respondent: The person or entity submitting a proposal in response to a Request for Proposal.
- Response: The offer extended to the Department in response to a Request for Proposal.
- Responsive Proposal: A proposal submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- Responsible Vendor: 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.
- Responsive Vendor: A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- Subcontractor: A person or entity contracting to perform part or another's entire contract, upon Department approval.
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.

#### **A.50 Strict Enforcement**

DBPR reserves the right to enforce strict compliance with any requirement of this solicitation.

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**SECTION B**  
**SCOPE OF WORK / PROPOSAL SPECIFICATIONS and PURCHASE ORDER CONDITIONS**

**B.1 Purpose, Introduction and Background**

The Department of Business and Professional Regulation is requesting proposals from qualified Contractors who shall provide facilitator services, including process design and implementation, for the preparation and facilitation of Florida Building Commission, Technical Advisory Committee, Program Oversight Committee, Ad Hoc Committee and workgroup meetings, as well as preparation and follow-up meetings with appropriate Department staff and the Chairperson of the Florida Building Commission.

The task of developing the Florida Building Code is a high stakes, complex and sometimes contentious process, built around transparency and consensus-based development standards. During the Florida Building Code development process, the Commission receives hundreds of highly technical and unique proposed code modifications from various stakeholder groups including code consultants, industry representatives, contractors, engineers, architects, lobbyists and attorneys. The meeting facilitator creates and administers a set of meeting guidelines to ensure all proposed code modifications are heard in a consistent manner that allows all stakeholders to be heard during the process. The Commission has used a meeting facilitator for its meetings since January 1999.

The meeting facilitator's execution of the meeting guidelines allows the Commission, Commission staff and stakeholders to focus on evaluating the merits of the proposed code modifications instead of being mired in conducting the extensive procedural processes for hearing the proposed code modifications. The meeting facilitation services provided to date have contributed to a Florida Building Code that has been consistently recognized as one of the best in the nation. In fact, in 2018 the Florida Building Code was ranked as the top building code in "Rating the States" by the Insurance Institute for Business and Home Safety.

**B.2 Term / Annual Purchase Order**

Any agreement resulting from this proposal shall commence on July 1<sup>st</sup>, 2019 and cease on June 30<sup>th</sup>, 2024. Work will be conducted pursuant to an annual purchase order, in the form of purchase order set forth in Section C herein. The agreement may be renewed one (1) time for a period not to exceed five (5) years.

**B.3 Scope of Work / Proposal Specifications**

The proposal shall include a proposed hourly rate for each task described below. Except as may specifically be authorized in advance in writing by the Department in its sole and absolute discretion, Contractor shall not be reimbursed for any costs or expenses other than travel. Travel shall be reimbursed per the Department's Travel Reimbursement Policy which is attached as Attachment "J". Except as otherwise directed by the Department, all reports and other items to be prepared and submitted by Contractor pursuant to the Scope of Work and any resulting agreement shall be delivered via email to the Department Contract Manager of record (NOT to be confused with delivery of any solicitation response materials pursuant to instructions in Section A).

**Task #1**

As directed by the Department, for each fiscal year, facilitate (as defined in Section A.49) at least six (6) Florida Building Commission plenary sessions and submit summary reports within ten (10) business days of the conclusion of the plenary session. This will include the development and execution of consensus-based processes to review, modify, and approve hundreds of unique and highly technical code amendments proposed by members of the public, including contractors, engineers, architects, building officials, product manufacturers, and Americans with Disabilities Act (ADA) representatives. An example Florida Building Commission Code Modification Approval Process has been attached as Attachment "L". An example summary report has been attached as Attachment "M". In addition, at least seven (7) business days in advance of each facilitated plenary session, Contractor shall prepare and submit an annotated agenda in connection with said session for use by DBPR staff and the Florida Building Commission chairperson. An example annotated agenda has been attached as Attachment "N."

**Task #2**

As directed by the Department, facilitate at least ten (10) Technical Advisory Committee (TAC), Program Oversight Committee (POC), Ad Hoc Committee, or workgroup meetings each fiscal year. This will include the development and execution of consensus-based processes to review, modify, and make recommendations on hundreds of unique and highly technical code amendments proposed by members of the public, including contractors, engineers, architects, building officials, product

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manufacturers, and ADA representatives. An example Florida Building Commission Technical Advisory Committee Code Modification Review Process has been attached as Attachment "O". The facilitator shall submit summary reports within five (5) business days of conclusion of each facilitated TAC, POC, Ad Hoc, or workgroup meeting. An example summary report has been attached as Attachment "M." If facilitation is required, the Department shall notify the Contractor at least fourteen (14) working days prior to the scheduled TAC, POC, Ad Hoc, or workgroup meeting(s).

### Task #3

As directed by the Department, develop a "draft" and "final" Florida Building Commission Annual Report for submission by the Department to the Legislature. An example annual report has been attached as Attachment "P." The "draft" report must be submitted to the Department no later than fifteen (15) working days after the conclusion of the April Florida Building Commission meeting each fiscal year. The "final" report shall be submitted to the Department no later than June 15<sup>th</sup> of each fiscal year.

### Task #4

As directed by the Department, develop the content of a Florida Building Code System Survey, and prepare and conduct a post-survey Work Plan Prioritization Exercise. The survey and exercise shall be submitted no later than June 15<sup>th</sup> of any given year where a survey and exercise are included in the Department's annual purchase order. The Florida Building Code System Survey shall include the development of an electronic survey like the survey found in Attachment "Q," and conclude with a Work Plan Prioritization Exercise with the Florida Building Commission to determine priorities from the survey. At a minimum, the survey shall be made available on the website of the Florida Building Code Information System to encourage stakeholders and Florida Building Commission members to participate in the survey and provide feedback on how well the overall building code system is functioning. As directed by the Department, the survey also may focus on any other area of interest to the Commission and/or be conducted through other means. The prioritization exercise shall be conducted by Contractor during a plenary session of the Florida Building Commission, where Contractor shall identify at least three (3) main priorities from the information collected by Contractor from the results of the survey.

**The example documents referenced in the tasks above are for illustrative purposes only, to generally represent a format, quantity and quality acceptable to the Department in connection with each of the foregoing tasks, respectively, and shall not be construed as any attempt by the Department to direct and control the work performed by Contractor or interfere with Contractor's own procedures or methods as an independent contractor.**

The tasks set forth above in the Scope of Work include good faith approximations by the Department and shall not be construed to impose any obligation by the Department to engage Contractor for any minimum number of meetings or tasks, and shall remain subject at all times to direction by the Department in its sole and absolute good faith discretion.

## B.4 Standards of Performance

All Services shall be performed in a manner consistent with the requirements of this purchase order and in a manner that is skillful and workmanlike. The Contractor and any of their employees, contractors and permitted subcontractors, while performing work for the State, shall maintain a professional work ethic. The Contractor shall have a minimum of five (5) years experience as a meeting facilitator for a government agency. The Contractor shall demonstrate this experience through the references required by this RFP.

In the event the Contractor fails to perform any component of the services to Department's reasonable satisfaction and such services are not performed in a manner reasonably consistent with the requirements of this agreement or purchase order the Department shall then have the option of immediately terminating this agreement or as set forth in Section B.9 or renegotiating the terms of the agreement.

## B.5 Deliverables

- For Scope of Work Task 1: Submit a summary report within ten (10) business days of the conclusion of each Florida Building Commission plenary session.
- For Scope of Work Task 2: Submit a summary report within five (5) business days of the conclusion of each TAC, POC, Ad Hoc, or workgroup meeting.
- For Scope of Work Task 3: Submit a draft Florida Building Commission Annual Report to the Department for submission to the legislature no later than fifteen (15) working days after the conclusion of the April Florida Building Commission plenary meeting. The final report is due to the Department no later than June 15<sup>th</sup> of each fiscal year.

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- For Scope of Work Task 4: If directed by the Department, submit the Commission Effectiveness Assessment Survey and Work Plan Prioritization Exercise survey and summary report no later than June 15<sup>th</sup>.

## **B.6 Method of Payment**

Contractor shall be paid \_\_\_\_\_(\$\_\_\_\_\_) per hour for Task 1, \_\_\_\_\_(\$\_\_\_\_\_) per hour for Task 2, \_\_\_\_\_(\$\_\_\_\_\_) per hour for Task 3, and \_\_\_\_\_(\$\_\_\_\_\_) per hour for Task 4. At all times during the term, Contractor shall immediately notify the Department in writing via email to the Contract Manager (with confirmation of receipt by the Department) in the event it anticipates, or reasonably should anticipate, reaching within the next thirty (30) calendar days billable hours totaling Twenty Thousand Dollars (\$20,000.00) or more within any given fiscal quarter.

Contractor shall provide one (1) single invoice per fiscal quarter for all services rendered during the applicable quarter in accordance with the submitted Proposal Cost Sheet. The invoice is due within fifteen (15) days after the conclusion of the previous quarter.

Invoices shall contain the purchase order number, dates of service, and the appropriate Federal Identification Number (FEID). The invoice shall also contain a breakdown of time spent on each task during the previous quarter broken into quarter hour increments (.25), as well as any permitted costs and expenses, and contain a copy of all reports and items created by the Contractor for the Commission or Department during the previous quarter. The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the purchase order.

Contractor shall provide complete pricing information, as detailed above, for all items, per purchase-order year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

Contractor will submit with the invoice all documentation necessary to support any permitted travel reimbursements by the Department.

## **B.7 Contractor Responsibilities**

The Contractor shall provide a facilitator (as defined in Section A.49) for every meeting of the Florida Building Commission and any meeting of a technical advisory committee, program oversight committee, ad hoc committee, or workgroup as directed by the Department pursuant to this agreement. Every fiscal year the Contractor shall provide the Department with a contingency plan to be used if the facilitator is unable to attend any meeting approved by the Department. This plan shall be approved by the Department prior to any payments being made to the Contractor in any given fiscal year.

Contractor specifically acknowledges and agrees that it shall be subject to F.S. 20.055, pursuant to which every state officer, employee, agency, special district, board, commission, contractor, and subcontractor shall cooperate with the Inspector General's office in any investigation, audit, inspection, review, or hearing pursuant to this section.

## **B.8 Information Release**

The Department does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this purchase order shall be made by Contractor without the prior written approval of the Department. Contractor is prohibited from using information relating to purchase orders, sales values/volumes and/or DBPR customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the Department.

Contractor must notify the Department, both by facsimile and first-class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in section 119.011, Florida Statutes. Contractor shall be responsible for responding to all public records requests in accordance with Chapter 119 of the Florida Statutes for records made or received by Contractor in conjunction with the purchase order, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes. Public records requests shall be faxed and mailed to:

Office of the General Counsel  
Department of Business and Professional Regulation  
2601 Blair Stone Road  
Tallahassee, Florida 32399-1040  
Fax: (850) 717-1242

*An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.*

Contractor shall notify the Department verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this purchase order is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of the Department. Contractor shall cooperate with the Department in taking all steps as the Department deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

#### **B.9 Department Responsibilities**

- Assign a Contract Manger to manage the purchase order.
- Ensure the Department's Contract Manager provides information to the Contractor as required.
- Conduct any required coordination, communication, and distribution with any entities external to DBPR, including the Legislature, House and Senate staff, other State agencies, the Governor's office and other entities as required.
- Review all deliverables to ensure they are complete and comply with the terms of the purchase order.
- Be available for consultation throughout the purchase order.
- Maintain final archive copies of all deliverables.
- Expediently respond to inquiries from the Contractor.
- Obtain onsite meeting and webinar/teleconference facilities for the Florida Building Commission Plenary meetings, POC, TAC, and workgroup meetings.

#### **B.10 Contractor's Responsibilities upon Termination**

After receipt of a Notice of Termination, and except as otherwise specified by the Department, the Contractor shall:

- Stop work under this purchase order on the date and to the extent specified in the notice.
- As directed by the Department, complete performance of such part of the work as shall not have been terminated by the Department.
- Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Contractor and in which the Department has or may acquire an interest.
- Upon the effective date of termination of the purchase order, the Contractor shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation or reimbursement of costs will be paid to the Contractor for its services in connection with such transfer or assignment.

#### **B.11 Grounds For Termination and Financial Consequences for Failure to Timely and Satisfactorily Perform**

Failure to complete all deliverables in accordance with the requirements of this purchase order, and in particular, as specified in Section B.6 Contractor Responsibilities and Section B.3 Scope of Work / Proposal Specifications (Materials, Tasks, Timelines and Deliverables), of this Scope of Work, will result in substantial injury to the Department and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor(s) will be assessed 5% of the monthly purchase order cost for each calendar day Contractor fails to perform according to the terms and conditions of the purchase order.

This provision for financial consequences shall in no manner affect the Department's right to terminate the purchase order as provided elsewhere in the Department's Purchase Order.

If Contractor(s) has only one instance of failure to timely and satisfactorily comply with an approved corrective action plan, the Department, in its complete discretion, may grant a one-time waiver upon Contractor coming into compliance with the corrective action plan.

#### **B.12 Liquidated Damages upon Termination**

The Department is entitled to completion of the services/items within the schedules fixed in Section B.3 and B.6 hereof or within such further time, if any, as may be allowed in accordance with the provisions of the purchase order. In the event of termination of the purchase order by the Department for cause, Contractor shall be liable to the Department for \$1,000 dollars for each calendar day after termination, up to 60 days, for the Department's expenses for additional managerial and administrative services required to complete or obtain the

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services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section B.10) prior to termination.

#### **B.13 Notification of Instances of Fraud**

Instances of Contractor operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) chronological hours.

#### **B.14 Confidentiality and Safeguarding Information**

The Contractor may have access to confidential information during the course of performing these services. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this purchase order. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by the Department. The Contractor's confidentiality procedures must be approved by the Department and must comply with all State and Federal confidentiality requirements, including but not limited to sections 443.171(5) and 443.1715(1), Florida Statutes, and 20 C.F.R. part 603, and all Contractor employees, contractors and permitted subcontractors will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

#### **B.15 Change of Ownership**

If a change of ownership of the company is anticipated during the twelve (12) months of the Purchase order, Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

#### **B.16 Ownership and Intellectual Property Rights**

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Purchase order, alone or in combination with DBPR and/or its employees, under this purchase order shall be the property of DBPR. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for DBPR and that such works shall, upon their creation, be owned exclusively by DBPR. To the extent that any such works may not be considered works made for hire for DBPR under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to DBPR the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

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**SECTION C**  
(Department Form of Annual Purchase Order)

**Scope of Work**  
**Florida Building Commission Facilitation Services**  
**July 1, 2019-June 30, 2020**

**C.1 Introduction**

The Contractor shall provide facilitator services, including process design and implementation, for the preparation and facilitation of Florida Building Commission, Technical Advisory Committee, Program Oversight Committee, Ad Hoc Committee and workgroup meetings, as well as preparation and follow-up meetings with appropriate Department staff and the Chairperson of the Florida Building Commission.

**C.2 Term / Annual Purchase Order**

This is the first annual purchase order of a five-year agreement. This purchase order will begin on July 1, 2019 and expire June 30, 2020.

**C.3 Scope of Work / Proposal Specifications and Purchase Order Conditions**

RFP Section B is incorporated herein in its entirety by reference.

**C.4 Contract Manager**

The Contract Manager for this purchase order is Barbara Bryant, Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, Florida 32399.

**ATTACHMENT A  
REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

The Respondent must list a minimum of three (3) separate and verifiable clients, other than the Department for which work similar to that specified in this solicitation has been performed for a period of at least one (1) continuous year. Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). The Department shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEPARTMENT WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	To
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	To
Approximate Contract Value:	\$

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	To
Approximate Contract Value:	\$

\*Authorized Representative's Signature \_\_\_\_\_

\*Name and Title of Authorized Representative

\*This individual must have the authority to bind the Respondent.

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**ATTACHMENT B  
COST RESPONSE**

Please provide an hourly rate for each task described in Section B.3 of this Request for Proposal. Also, include your proposed hourly rate for each task for the next 10 fiscal years.

Example:

FY 2019-2020

Task 1:

Task 2:

Task 3:

Task 4:

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
\*Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City, State, Zip of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEID Number

\*This individual must have the authority to bind the Respondent.

**\*\*NOTE:** Respondent should specify minimum quantities and proposed pricing structure for future purchases that are made under the resulting purchase order.

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**ATTACHMENT C  
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

---

**\*Authorized Representative's Signature**

---

**\*Name and Title of Authorized Representative**

**\*This individual must have the authority to bind the Respondent.**

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**ATTACHMENT D  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its Agencies. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind to seek to influence the actions of the Department in connection with this procurement, or who has registered or is required to register under Section 112.3215, Florida Statutes, in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who **and** own, directly or indirectly, more than a 5% interest in the Respondent's firm:

_____	_____
_____	_____

The following persons have sought to influence the Department in this procurement on behalf of the Respondent:

_____	_____
_____	_____

The Respondent has no interest to disclose and has had no person seeking to influence the Department in connection with this procurement.

\_\_\_\_\_  
\*Authorized Representative's Signature

\_\_\_\_\_  
\*Name and Title of Authorized Representative

\*This individual must have the authority to bind the Respondent.



**ATTACHMENT F  
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
<b>A. Scope of Work/Work Plan (Technical Proposal)</b>	<b>50</b>
<ul style="list-style-type: none"> <li>• Limited to 10 pages</li> <li>• Statement of Approach</li> <li>• Description of Work Activities, Responsibilities, Staff levels</li> <li>• Communication and Reporting</li> <li>• Milestone Chart/Timeline</li> </ul>	
<b>B. References</b>	<b>25</b>
<ul style="list-style-type: none"> <li>• Limited to 5 pages</li> <li>• Detailed description of each referenced project</li> <li>• Referenced firm's name and contact person's name, telephone number, and position</li> </ul>	
<b>C. Cost Proposal</b>	<b>25</b>
<ul style="list-style-type: none"> <li>• Limited to 5 pages</li> <li>• Response to specific items in Attachment "B" Cost Response</li> </ul>	
<b>D. Total Possible Points for the Response Submittal</b>	<b>100 Points</b>

NOTE: Cost will be evaluated by the present value methodology required by Section 287.0572, F.S., and Rule 60A-1.1063, F.A.C., to determine the lowest cost response. The maximum available points (25 points in total) for the Cost Response Submittal will be awarded to the Respondent with the lowest responsive Cost Response. The remaining proposals from all other Respondents will be awarded a pro rata portion of points based on the following formula:

$$(A/B = C) \times M = P$$

A = Lowest responsive proposal

B = Actual responsive proposal for each of the other Respondents

C = Pro rata portion (percentage) assigned for each of the other Respondents

M = Maximum Points Available for the Cost Response (= 25 points)

P = Points Awarded to each of the other Respondents

-End of Attachment F -



ATTACHMENT G  
CERTIFICATIONS AND ASSURANCES

The Department will not award this contract unless the Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, the Contractor provides the following certifications and assurances:

- A. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transaction (29 CFR Part 95 and 45 CFR Part 74)**
- B. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- C. **Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- D. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- E. **Certification Regarding Scrutinized Companies Lists and Business Operations in Cuba or Syria, Section 287.135, F.S.**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 45 CFR Part 74).**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this contract.

**B. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).**

As a condition of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

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2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the department and the United States have the right to seek judicial enforcement of the assurance.

**C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

The Contractor understands and agrees that it is required to inform the Department immediately upon any change of circumstances regarding this status.

**D. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117).**

As a condition of this contract, the Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.



**ATTACHMENT H  
AFFIDAVIT - NOTICE OF TRADE SECRET**

I, \_\_\_\_\_ (Name of Affiant), the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury, the following:

1. I am an authorized representative of \_\_\_\_\_ (Contractor Name), and I am duly empowered and authorized to certify under oath to the truth of the statements contained in this affidavit.
2. Based upon our review/determination of all contract documents for any trade secret information meeting the statutory definition provided in subsection 812.081(1)(c), F.S., there are documents or information claimed to be trade secrets under Florida law pertaining to our entities response to the formal solicitation and related materials in \_\_\_\_\_ (DBPR Contract Number).  
YES \_\_\_ or NO\_\_\_ (Check one)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
[Name of Affiant]

\_\_\_\_\_  
[Title of Affiant]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**AFTER CONTRACT EXECUTION**

3. Upon receipt of the fully executed contract \_\_\_\_\_ (DBPR Contract Number) and if in the initial submission of this affidavit to the Department the Contractor indicated a YES response to Section 2 above, the Contractor shall complete this Section 3 and resubmit this affidavit accompanied by a redacted copy of this contract to the Department within three (3) business days of receipt of the fully executed contract. The Contractor states that:

All documents or information claimed to be trade secrets under Florida law have been redacted in the electronic copy of the response to the formal solicitation and related materials in \_\_\_\_\_ (DBPR Contract Number) provided to the Department of Business and Professional regulation under cover letter dated \_\_\_\_\_, 20\_\_\_\_. Further, \_\_\_\_\_ (Contractor Name):

- a. Considers the redacted information to be trade secret that has value and provides an advantage or opportunity to obtain an advantage over those who do not know or use it.
- b. Has taken measures to prevent the disclosure of the redacted trade secret information to anyone other than those who have been selected to have access for limited purposes, and such measures continue to be taken.
- c. States that the redacted trade secret information is not, and has not been, reasonably obtainable, without consent, by other persons by use of legitimate means.
- d. States that the redacted trade secret information is not publicly available elsewhere.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
[Name of Affiant]

\_\_\_\_\_  
[Title of Affiant]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**- End of Attachment H -**

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**ATTACHMENT I  
RESPONSE PACKAGE CHECKLIST**

To ensure that your response package can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. Check off each of the following:

- \_\_\_1. The DBPR Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original response. If a Respondent fails to submit a completed DBPR Solicitation Acknowledgement Form with their response, the Department reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. The right shall be exercised when the Respondent has met all other requirements of the response.

**In the event that Respondents submit a response as a joint venture, each member of the joint venture must complete and sign a separate DBPR Solicitation Acknowledgement Form.**

- \_\_\_2. The Reference Form (Attachment A) has been completed with three references as required in this solicitation and enclosed in the response.
- \_\_\_3. The Cost Response (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the response. The authorized representative must have the authority to bind the Respondent.
- \_\_\_4. The Drug-Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Certifications and Assurances Form (Attachment G) and Affidavit – Notice of Trade Secret (Attachment H) have been read, completed, signed, and enclosed in the original response, if applicable.
- \_\_\_5. The Certified Minority Business Enterprise Certificate (CMBE) has been attached if applicable.
- \_\_\_6. The Respondents response addresses the State's four (4) objective State Project Plans to support, to the extent applicable to the items/services covered by this solicitation: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.
- \_\_\_7. The Scope of Work, Section B has been thoroughly reviewed for compliance to the solicitation requirements.
- \_\_\_8. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the original response.
- \_\_\_9. The original response must be received, at the location specified, prior to the Response Opening Date and Time designated in the Invitation to Response Document.
- \_\_\_10. The Respondent shall submit one (1) signed original technical response with all required attachments as set forth in Section A Special Instructions, one (1) electronic copy thereof on compact disc, and three (3) paper copies thereof shall be bound, enclosed and sealed individually. The original shall be labeled "Original Technical Response" and all copies shall be labeled "Technical Response Copy." The original and copies may then be submitted together.
- \_\_\_11. The Respondent shall submit one (1) signed original cost response, one (1) electronic copy thereof on compact disc, and three (3) paper copies thereof shall be bound, enclosed and sealed individually. The original shall be labeled "Original Cost Response" and all copies shall be labeled "Cost Response Copy." The original and copies may then be submitted together.
- \_\_\_12. If Respondent considers any portion of its response to be confidential, the Respondent shall submit one (1) electronic, signed, redacted copy of the response titled "Redacted Copy" on compact disc.
- \_\_\_13. On the lower left hand corner of the envelope transmitting your original response, write in the following information:

Solicitation Number: **RFP-DBPR-01-18/19**  
Title: **Meeting Facilitator Services for Florida Building Commission**  
Response Opening Date & Time: **TBD, 3:00 PM EST**

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ATTACHMENT J  
DEPARTMENT TRAVEL REIMBURSEMENT POLICY

Travel Manual

SYNDI WHARTON, DISBURSEMENT SECTION SUPERVISOR

850.717.1559

I. GENERAL INSTRUCTIONS

THIS MANUAL IS PREPARED FROM CHAPTER 112.061, FLORIDA STATUTES, Chapter 69I-42, Florida Administrative Code, BPR Policy #1.5 and Rental Vehicle Contract.

II. A.C.R.O.N.Y.M.S.

Names of conference/conventions, titles, boards, workshops, etc., are required to be spelled out at least once on the face of the travel voucher. Afterwards, acronyms may be used as long as the meaning is obvious.

III. ADVANCE OF TRAVEL

Travel advances shall not exceed 80 percent of the estimated travel expenses and shall not be issued for less than \$100.00. An exception may be made to the 80 percent restriction in order to take advantage of a substantially discounted airline ticket. A traveler can be advanced an amount equal to 100 percent of the cost of the discounted airfare. Holders of American Express and Purchasing cards are not authorized to receive advances. Frequent travelers should apply for a Purchasing card.

Requests for travel advance payments should be requested separately from any other travel expenses. A properly completed request for travel advance form approved by traveler's supervisor should be forwarded to the Bureau of Finance and Accounting at least ten days before travel period begins. When the travel period has ended, a voucher for reimbursement of travel expenses should be submitted to the Bureau of Finance and Accounting within five workdays of the traveler's return to headquarters. The portion of the travel voucher relating to the travel advance must also be completed. If a traveler was advanced funds in excess of the travel expenses, a refund should be attached to the travel voucher.

A travel advance may be made to an authorized person without regard to whether the person is filling an established position.

A traveler shall not have travel advances outstanding for more than one trip at any time without written justification. Travel advances shall not be requested from the comptroller's office earlier than ten workdays before the travel period begins without written justification.

IV. AIRPORT PARKING

When it is necessary to park your vehicle at the Tallahassee airport, be sure to park in the long term parking area. Additional expense for parking in the short term lot must be paid by the traveler.

V. AUTHORIZATION TO INCUR TRAVEL EXPENSES

An approved authorization to incur travel expenses form is required for all conference/convention, training and out of state travel.

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The authorization must be signed by the traveler, the traveler's supervisor and the agency head or his/her designee. The authorization should also contain the destination and purpose of the trip, a statement of benefits accruing to the State of Florida, travel period and estimated cost.

#### VI. COMPLIMENTARY MEALS

Meals which are furnished as part of a conference/convention registration fee cannot be claimed and must be deducted from authorized per diem or meals claimed.

#### VII. COMPLIMENTARY TRAVEL

No traveler shall be allowed mileage or transportation expense when he/she is gratuitously furnished transportation. The notation "COMP" should be in the map mileage column.

#### VIII. CONFERENCE OR CONVENTIONS

An authorization to incur travel expense shall be completed for all conference/conventions held in-state or out-of-state and approved prior to travel by the Secretary or designee. Departmental conference/ conventions do not require this form. The authorization must contain the purpose of the trip, benefits to the State of Florida and its relationship to job duties. A copy of the program or agenda itemizing the meals that were furnished as a part of the registration fee, a copy of the registration form and a copy of the voucher for reimbursement of travel expenses or a statement that no travel costs were incurred, if applicable.

#### IX. CREDIT CARDS

State credit cards such as Visa Purchasing Cards are issued to individuals on an "as needed" basis. No charges but "OFFICIAL USE ONLY" will be reimbursed. Loss of credit cards must be reported to the Bureau of Purchasing immediately by the most direct means available.

#### X. EMERGENCY TRAVEL PAYMENTS

Whenever an employee is required to incur either Class A or Class B travel on emergency notice, the traveler can request the agency to pay his/her expenses for meals and lodging directly to the vendor. The agency may pay the vendor the actual expenses of the traveler's meals and lodging during the travel period, limited to an amount not to exceed that authorized by Florida Statute.

#### XI. FORMS

Presented below is a step by step guide on completing an application for advance on travel expenses, an authorization to incur travel expense form and the voucher for reimbursement of travel expenses.

Application For Advance On Travel Expense Form (Instructions)

1. **Payee** – Traveler's first name, middle initial and last name. (Include Jr., Sr., etc.)
2. **Social Security Number** – Traveler's social security number.
3. **Headquarters** – The city or town in which traveler works or is assigned.
4. **Organization Code** – Traveler's organization code or organization where travel is to be charged.

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5. **Travel Period** – Beginning date and ending date of travel period.
6. **Destination** – From point of origin to destination.
7. **Type of Travel** – Check either regular or conference or convention.
8. **Purpose of Travel** – State the purpose of travel.
9. **Justification** – State the justification for travel. (If conference or convention, please list benefits to state.)
10. **Estimated Cost of Travel, Daily Allowance** – If claiming per diem, enter the daily per diem allowance based on time of departure and return. If claiming actual expenses, enter the actual hotel cost and meal allowance based on time of departure and return. Multiply cost by number of days for the travel period and enter total.
11. **Estimated Cost of Travel, Transportation if privately owned vehicle** – If using private owned vehicle, multiply estimated number of miles by \$.445 and enter total.
12. **Estimated Cost of Travel, Incidental Expenses** – Enter the type of incidental expenses you expect to encounter, if any; such as parking, tolls, etc. and enter total.
13. **Total Estimated Cost of Travel** – Enter the total of lines (10), (11), and (12).
14. **Advance Travel Allowed** – Enter 80% of line 13. (This will be the amount of advance travel check.)
15. **Employee's Signature** – Traveler's signature. By signing this, the traveler certifies that the expenses will be incurred on official business, and that if the advance exceeds actual travel expenses, the traveler will refund the state the overage within 5 working days.
16. **Title** – Traveler's title.
17. **Date Prepared** – The date the form is prepared. This date should be at least 10 days before the date of departure.
18. **Supervisor's Signature** – Signature of the traveler's supervisor.
19. **Title** – Title of traveler's supervisor.
20. **Date Prepared** – The date the supervisor signs approving the advance. This date should also be at least 10 days prior to the date of departure.

Authorization To Incur Travel Expense Form (Instructions)

1. **Name** – Traveler's first name, middle initial and last name. (Include Jr., Sr., etc.)
2. **Department** – Department of Business and Professional Regulation.
3. **Official Headquarters** – The city to which you are assigned or the city in which you live if you are headquartered in your home.

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4. **Division** – The board, section or bureau in which you work.
5. **Date** – Date prepared.
6. **Destination and Purpose of Trip** – The city and state, the name of the conference/convention, if applicable; and the reason for the trip.
7. **Estimated Cost – Travel** – Total estimated cost of travel (Airline, rental car, mileage, etc.)
8. **Estimated Cost – Per Diem** – Total estimated expenses for per diem or total estimated actual hotel plus meal allowance.
9. **Estimated Cost – Other** – Any estimated miscellaneous expenses associated with travel.
10. **Travel Period** – Indicate month and dates of travel.
11. **Conference or Convention Travel, Explanation of Benefits Accruing to the State of Florida** – A statement of benefits accruing to the state of Florida is required for any conference, convention or seminars that are not department sponsored.
12. **Signed** – Signature of traveler.
13. **Approved By / Supervisor** – Signature of traveler's immediate supervisor.
14. **Date** – Date signed by traveler's supervisor.
15. **Approved / Agency Head** – Signature of Secretary or Designee. All travel authorization requests shall contain evidence of approval by the agency head or his/her designee if travel is out-of-state or to a conference or convention.
16. **Date** – Date signed by the secretary or designee which must be prior to the date of travel.

Voucher For Reimbursement of Travel Expenses Form (Instructions)

1. **Traveler** – Traveler's first name, middle initial and last name. (Include Jr., Sr., etc.)
2. **Social Security Number** – Traveler's social security number.
3. **Headquarters** – City in which traveler works or is assigned.
4. **Organization Code** – Assigned organization code for the traveler. If travel benefits a specific board, it must be identified. If travel is performed to benefit an office other than your own, list that organization code.
5. **Residence (City)** – City in which traveler lives.
6. **Zip** – Zip code for the city in which traveler lives.
7. **Contact Person** – Name of individual to contact if additional information is needed.
8. **Telephone Number** – Telephone number of contact person.

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9. **Check One** – Indicate the proper classification of either Officer/Employee or Non-Employee/ Independent Contractor.

10. **Date** – Start date of travel through end of travel period.

11. **Travel Performed** – List from point of origin to point of destination and the return for each trip.

12. **Purpose or Reason** – Purpose or reason for trip and for which board, when applicable. When there are several trips on one travel voucher, the purpose or reason for each trip must be shown. If travel is to a conference or convention, the name of such is required. Benefits are also required to be sent with travel voucher.

13. **Hour of Departure and Hour of Return** – The time departed and time returned for each trip including A.M. or P.M.. Time allowed is up to one hour before flight departure and up to one hour after the air flight returns. The traveler must indicate each time they go on or off per diem for personal business.

14. **Meals for Class A & B Travel** – Calculate the meal allowance by the hour of departure and return for each day according to the rules of the Bureau of Auditing and Department Rules. If a conference or convention fee includes meals, reimbursement of those meals to the traveler is prohibited.

15. **Per Diem or Actual Lodging Expenses** – This is for Class A and B travel only. Calculate per diem allowance by the hour of departure and return for each day according to the rules of the Bureau of Auditing. If actual lodging expense is claimed, reimbursement is allowed at a single occupancy rate with paid receipt. Any in-state hotel rate in excess of \$150.00 per night (room rate only), may require justification. Justification for lodging expense claimed when the travel distance is less than 50 map miles must be provided and prior approval of the secretary must be obtained.

***SEE SECTION XVII FOR ALL REIMBURSEMENT RATES***

16. **Map Mileage Claimed** – If using a privately owned vehicle, the official Department of Transportation highway mileage from point of origin to destination must be used. If using Department vehicle, write "STATE CAR" in this column.

17. **Vicinity Mileage Claimed** – The mileage necessary before leaving your point of origin, such as trip to airport or to pick up rental car, etc. If using privately owned vehicle, the mileage necessary while at the destination. A lump sum total for the entire trip will not be accepted.

18. **Other Expenses** – List all allowable incidental expenses (amount and type) incurred while traveling.

19. **Statement of Benefits To The State** – A list of benefits to the state is required if travel is to a conference or convention. This also includes seminars other than those sponsored by the Department.

20. **Column Total** – Meals For Class A & B Travel – Total of all meals claimed for Class A or B travel.

21. **Column Total** – Per Diem or Actual Lodging Expenses – Total of all per diem or actual lodging expenses claimed.

22. **Column Total** – Miles – Total of all map and vicinity mileage claimed. This total is multiplied by \$.445 per mile, to obtain total amount for reimbursement of mileage claimed.

23. **Column Total** – Other Expenses – Total of all miscellaneous expenses claimed.

24. **Summary Total** – Total of all columns as described in numbers 23 through 25.

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25. **Less Advance Received** – The amount of the Application for Advance on Travel Expense, if obtained.
26. **Net Amount Due** – Total to be reimbursed for travel expenses.
27. **Traveler's Signature** – Original signature of traveler in written or electronic form.
28. **Date Prepared** – The date that the Voucher for Reimbursement of Travel Expenses was prepared.
29. **Title** – The title of the traveler.
30. **Supervisor's Signature/Approved By** – Original signature of traveler's supervisor.
31. **Supervisor's Title** – Title of the traveler's supervisor.
32. **Date Approved** – Date travel approved. This date must be within 5 working days of last date of travel.
33. **Date Received** – Date travel voucher received by an approving authority. Travel voucher should be approved and submitted to The Bureau of Finance and Accounting upon receipt from traveler. Any excessive delays must be explained in writing and submitted along with travel the voucher.

*The following information is required on the bottom of the Voucher for Reimbursement of Travel Expenses if reimbursement is to be paid directly to a common carrier or another state agency. This section does not need to be completed for use of department vehicles.*

34. **Date** – Date ticket was purchased, Use of Department of Management Services Motor Pool or State Aircraft.
35. **Ticket Number or State Vehicle Number** – Number on document issued by common carrier/Department of Management Services Motor Pool or Aircraft or State vehicle number.
36. **From/To** – From origin to destination.
37. **Amount** – Amount to be billed to agency.
38. **Name of Common Carrier or State Agency Owning Vehicle** – Name of common carrier (Enterprise) or State owned vehicle (DMS).

## XII. INCORRECT VOUCHERS

Any voucher for reimbursement of travel expenses submitted incorrectly may be returned to traveler for correction. This could cause a substantial delay in processing of that voucher.

## XIII. JOB INTERVIEWS, TESTS, ETC.

Traveling expenses of a public employee for the sole purpose of taking career service system or other job placement examinations, written or oral, shall not be allowed under any circumstances. Candidates for executive or professional positions may be allowed traveling expenses upon written approval of the agency head or his/her designee.

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#### XIV. MILEAGE

Mileage is authorized for persons using a personal car for state business. The current rate of \$.445 per mile is allowed.

**Map Mileage Claimed** – Mileage claimed from one point of origin to one point of destination, computed using the official Florida Department of Transportation Highway Mileage Chart on the internet at <http://www2.dot.state.fl.us/CityToCityMileage>. If you are traveling to and from small cities that are not on the official mileage chart you may access Mapquest on the internet at <http://www.mapquest.com/>. Cities must be used as reference points in listing travel from point of origin to point of destination.

TRAVEL REIMBURSEMENT SHALL BE ALLOWED FROM OFFICIAL HEADQUARTERS OR HOME, WHICHEVER IS THE LESSER DISTANCE.

Travelers shall not be paid a mileage allowance for travel between their residence and their headquarters or regular work location. If travel begins more than one hour before or one hour after the traveler's regular work hours, the point of origin may be the traveler's residence, provided the miles claimed may not exceed the miles actually driven.

**Vicinity Mileage Claimed** – Mileage accumulated on official business while driving in and around either the point of departure and/or point of destination. Vicinity mileage must be shown separately on the voucher for reimbursement of travel expenses.

#### XV. OFFICIAL HEADQUARTERS

When an employee is stationed in any city or town for a period of over 30 continuous workdays, such city or town will become the employee's official headquarters and reimbursement for travel expenses shall not be allowed after the 30 continuous workdays have elapsed. The agency head may extend the travel reimbursement past the 30 day limit by written notification.

Travel should be planned so as to avoid weekends on per diem. However, when such situations occur, the lesser cost shall determine the action. If it is less expensive to bring the traveler home than to remain on per diem, then the traveler should return home. If it is less costly for the traveler to remain on assignment, then the traveler may remain at his location on per diem.

#### XVI. OTHER EXPENSES

The following types of incidental traveling expenses may be reflected on the voucher for reimbursement of travel expenses in the column shown as "other expenses". The original receipt is required when expenses are over the amount indicated.

1. **Taxi Fares** – Receipts are required if in excess of \$25.00 on a per fare basis.
2. **Storage, Parking Fees or Tolls** – Receipts are required if in excess of \$25.00 on a per transaction basis.
3. **Communication Expenses** – Receipts are required for other than charges specified as pay phone. A statement that communication expenses being claimed were for official state business must be made on the travel voucher. Communication expenses to contact the traveler's family or other non-business purposes are not eligible for reimbursement.

The following types of incidental expenses require a receipt for any amount.

1. **Conference or Convention Registration Fees** – When paid by traveler.
2. **Actual Laundry and Pressing Expenses** – When official travel extends beyond seven days and such expenses are necessarily incurred to complete the official business portion of the trip.

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3. **Passport, Visa, Traveler’s Checks and Maps** – When necessary to perform official state business.

The following types of incidental expenses do not require a receipt.

1. **Tips and Gratuities** – Actual tips paid to a taxi driver which shall not exceed 15 percent of the fare.

2. **Mandatory Valet Parking** -Tips for mandatory valet parking are reimbursable. The cost may not exceed \$1.00 per occurrence.

3. **Portage Charges** – Actual charges paid which shall not exceed \$1.00 per bag not to exceed \$5.00 per incident. Charges in excess of \$5.00 per incident requires additional justification. State number of incidents and number of bags on travel voucher.

## XVII. PERSONAL LEAVE WHILE TRAVELING

A person who wishes to take personal leave while traveling may do so when the following is observed.

1. There are no additional costs to the state. Parking fees, etc., may need to be adjusted to deduct for personal leave.

2. On/off per diem times documented on travel voucher.

3. Transportation is by the most direct route and the most economical and efficient mode. The traveler may not claim or be paid for costs in excess of that which would have been incurred had the travel been by the most direct route.

4. When rental car is used, calculation is done to separate the business and personal use of the rental car.

## XVIII. REIMBURSEMENT RATES

A traveler may not claim per diem or reimbursement for lodging for overnight travel within 50 miles of his/her headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the Agency Head. Criteria for approval shall include late night or early morning job responsibilities and excessive travel time because of traffic conditions.

## PER DIEM AND MEAL ALLOWANCES

The daily rate for per diem is \$80.00 per day/\$20.00 per quarter.

**Class A Travel** – Continuous travel of 24 hours or more. The travel day for Class A travel is a calendar day (midnight to midnight). For the purpose of computing fractional day reimbursements, the calendar day is divided into four six hour segments referred to as quarters. The traveler is reimbursed one quarter of the daily per diem rate for each quarter or portion thereof.

Quarter 1 – 12:00 a.m. to 6:00 a.m.	\$20.00
Quarter 2 – 6:01 a.m. to 12:00 p.m. (Noon)	\$20.00
Quarter 3 – 12:01 p.m. to 6:00 p.m.	\$20.00
Quarter 4 – 6:01 p.m. to 12:00 a.m. (Midnight)	\$20.00
	\$80.00

Any time spent on state business during a quarter entitles the traveler to reimbursement for the full quarter.

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**Class B Travel** – Continuous travel of less than 24 hours which involves overnight absence. The travel day for Class B travel begins at the time of departure and is measured in six hour cycles from that time. The cycles are measured the same as Class A travel cycles. The maximum reimbursement amount for Class B travel is \$80.00.

**Class C Travel** – Travel for short or day trips where the traveler is not away from his/her official headquarters overnight.

Currently a state traveler shall not be reimbursed on a per-diem basis nor shall a traveler receive subsistence allowance for Class C Travel.

**Subsistence for meals for Class A & Class B Travel is based on the following schedule.**

1. Breakfast – When travel begins before 6:00 a.m. and ends after 8:00 a.m.	\$6.00
2. Lunch – When travel begins before 12:00 noon and ends after 2:00 p.m.	\$11.00
3. Dinner – When travel begins before 6:00 p.m. and ends after 8:00 p.m.	\$19.00
	\$36.00

#### **ACTUAL LODGING EXPENSES**

A traveler may choose to claim actual lodging expenses at a single occupancy rate plus meal allowance instead of per diem at \$80.00 per day. In order to claim actual expenses, a paid lodging receipt showing a detail of charges must be submitted.

If multiple travelers share a hotel room and the hotel bill is paid by one of the travelers, the traveler that is paying the bill shall request reimbursement for the total amount of the bill. The traveler whose hotel bill is being paid must file a travel voucher and state on the travel voucher "hotel room compliments of another traveler". The travelers shall be on the same method of travel for reimbursement purposes.

Since the travel law gives the option of selecting the method of calculating the amount of reimbursement for travel expenses, a traveler on Class A travel may claim actual expenses for some periods and per diem for other periods while on the same trip.

Since Class B travel is continuous travel of less than 24 hours, only one method of calculating the amount of reimbursement may be used on any one trip. Any change in the method must be effective at the beginning of the travel day (MIDNIGHT).

#### **XIX. SALES TAX**

State employees are not exempt from paying sales tax when traveling on official state business. If an employee uses personal funds while traveling on state business and stays overnight in a hotel, the tax included on the hotel bill must still be paid because it is not direct billed to the agency. Travel expenses, including hotel and rental cars, paid for with a State Purchasing Card are considered a direct bill and are tax exempt. It is not proper for an employee of any agency to have access to the tax exempt number for traveling purposes. Use of the certificate should only be made on properly authorized purchase orders or contracts.

#### **XX. TRANSPORTATION**

State Contracts, Department of Management Services Aircraft and Motor Pool and General Information

**Aircraft Transportation – THERE ARE NO SCHEDULED AIRCRAFT TRANSPORTATION CONTRACTS IN EFFECT AT THIS TIME.**

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Travelers are allowed to use discount tickets whenever possible and may be reimbursed for cancellation penalties incurred for the convenience of the state. Such costs incurred for the personal convenience of the traveler may not be paid from state funds unless a trip is canceled because of the illness of the employee or the illness or death of a member of the employee's immediate family.

The exchange or refund of an airline ticket because of a change in travel plans is the responsibility of the traveler. If there are additional charges for changing flights, be sure to retain a copy of the detailed receipt to attach to your travel reimbursement voucher. If the change is for traveler's personal convenience, he/she will have to bear the additional cost.

Charges for excess baggage may be allowed when the baggage is required in the performance of the duties of the traveler's job. Justification must be noted on the face of the travel reimbursement request.

**Chartered Aircraft** – Chartering an airplane is authorized as long as the rates do not exceed the cost of transportation by privately owned vehicles at a fixed rate of \$.445 per mile or the common carrier fare for the same flight.

**Private Aircraft** – Use of private aircraft is authorized; however, the traveler may be reimbursed only the actual amount charged and paid for his/her fare up to the cost of a commercial airline ticket for the same flight.

**Rental Cars** – Available from Department of Management Services Motor Pool and Enterprise/National Car is the contract vendor.

**Enterprise/National Rental Cars** – Reservations for vehicles should be made as soon as travel plans are known. Request State of Florida contract rates by clicking on this link <https://partner.rentalcar.com/StateofFlorida>.

It is the policy of the State of Florida to use Class A (ECAR – economy) or Class B (CCAR – compact) cars except when the number of passengers or the amount of materials being transported requires a larger vehicle. When renting vehicles, they should be requested by class in order to assure the correct rental rate is being received. If a larger vehicle is being rented for personal convenience, the traveler must bear the additional cost. In any case, when a vehicle which is larger than Class B is used, justification is required on the travel reimbursement request. If proper justification is not noted, traveler will be reimbursed at the Class B rates.

NOTE: The Compact (Class B) rental rate is guaranteed with a confirmed car reservation for a compact class rental vehicle.

Both "In-State" and "Out-of-State" rates are dry rates. Enterprise/National is not responsible for reimbursing fuel purchased for the rental car. Vehicles will be rented full, and it is suggested that the vehicle is returned full or refueling service charges will be applied. When fuel is purchased, receipts must be obtained and submitted on the travel reimbursement request.

The rental contract includes 100% coverage for all collision damage to vehicles. Promptly report all vehicle accidents to Enterprise/National. Parking violations are the responsibility of the renter. Enterprise/National and the State of Florida are not liable. The renter will be reported or contacted for unpaid violations.

The Enterprise/National contract does not prohibit the use of rental vehicles from other companies that have lower net rates including primary insurance coverage, payment of the collision damage waiver fee and cost of fuel, when they cannot provide vehicles or when due to travel time and distance to rental location, it is not cost effective or practical to use their vehicles.

Always purchase collision damage insurance if a vehicle is rented from another company.

"NOTE DELETION" If other than an Enterprise/National vehicle is used, one of the following statements must be noted on the travel reimbursement voucher: "Vehicle with lower net rate rented" or "Vehicle not available from Enterprise/National."



Enterprise/National offers Eligible Customers state rates for vehicles rented for personal or leisure use. The renter is responsible for purchasing insurance for vehicles rented for personal or leisure use.

Whenever possible, carpooling should be utilized to minimize the cost of travel to the Department of Business & Professional Regulation. When more than one DBPR employee is traveling to a conference, meeting, or any official business directly related to the employee's job performance, transportation should be shared and cost minimized. Employees who do not wish to carpool must have prior approval from their supervisor before traveling. Please see BPR Policy# 1.5 for more information.

Note: When renting for personal/leisure use the renter assumes responsibility for all loss or damage done to rental vehicle, up to and included full value of rental vehicle, regardless of fault. Primary third party liability coverage is provided but will be limited to amount set by the laws of the State in which the vehicle was rented. This personal exposure may be covered by the renter's personal vehicle insurance, and/or by certain personal credit card companies. It is recommended that the renter check personal insurance coverage and/or their personal credit cards companies before renting.

**State Motor Pool** – To reserve a car from the motor pool, contact DMS at (850) 488.4290. Use of DMS state owned vehicles is charged to the department.

ATTACHMENT K  
FBC PROCEDURAL POLICIES AND GUIDELINES



DIVISION OF PROFESSIONS

PROCEDURAL POLICIES AND GUIDELINES

COMMISSION PROCEDURAL POLICIES

(ADOPTED UNANIMOUSLY MAY/JUNE 1999)  
(UPDATED UNANIMOUSLY OCTOBER 2008; APRIL 2012; AUGUST 2012)

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## FLORIDA BUILDING COMMISSION REPRESENTATION AND CONSENSUS PROCESS

**COMMISSION REPRESENTATION.** The Florida Building Commission is a 27-member representative stakeholder group who successfully created, implemented, and maintains the new statewide Florida Building Code. The Commission is comprised of the Chair, and 26 members appointed to represent specific stakeholder groups. They are as follows: four code officials, two state government representatives, a local government representative, a representative of persons with disability, a structural engineer, a mechanical engineer, representatives of fire protection technology, the building management industry, and the insurance industry, a general contractor, residential contractor, mechanical contractor, plumbing contractor, electrical contractor, roofing/sheet metal/air conditioning contractor, a manufactured building representative, a building product manufacturer, a swimming pool contractor, a representative of the green building industry, a natural gas system distribution representative, and a member representing the Department of Agriculture and Consumer Services' Office of Energy.

**CONSENSUS PROCESS.** The Florida Building Commission (FBC) seeks to develop consensus decisions on its recommendations and policy decisions. General consensus is a participatory process whereby, on matters of substance, the members strive for agreements which all of the members can accept, support, live with or agree not to oppose. In instances where, after vigorously exploring possible ways to enhance the members' support for the final decision on substantive decisions, and the Commission finds that 100% acceptance or support is not achievable, final decisions require at least 75% favorable vote of all members present and voting. This super majority decision rule underscores the importance of actively developing consensus throughout the process on substantive issues with the participation of all members and which all can live with and support.

The Commission's consensus process is conducted as an open public process with multiple opportunities for the public to provide input to the Commission on substantive issues.

At each Commission meeting, the public is welcome to speak during the public comment period provided for each substantive issue under consideration, as well as general public comment periods provided at the end of each day's meeting. In addition, most substantive issues before the Commission go through a workgroup process where consensus recommendations are developed by appointed representative stakeholder groups, providing additional opportunities for public input. Workgroup recommendations approved by the Commission usually require rule development to implement, affording at least two additional entry points for public comment.

Since its formation in July of 1998, The Commission has demonstrated a commitment to working with affected interests to build consensus on complex issues. The adoption of the first edition of the Florida Building Code (2001 Edition), developed from September 1998 through January of 2001, involved 27 Commission meetings, dozens of facilitated public workshops, and hundreds of TAC meetings. The Commission has consistently worked with all affected interests to build the best possible consensus-based decisions for the citizens of Florida. Through its committees and workgroups comprised of experts, the Commission has always developed its decisions based on the results of the best engineering and science available. Although the Code is by law a minimum building code, the Florida Building Code is the strongest consensus and science based building code in the country. In summary, the Florida Building Commission provides a forum for stakeholders representing different interests to participate in a consensus-building process where issues affecting the construction industry are discussed and evaluated on their technical merits and cost-benefits to the citizens of the State of Florida.

## CONSENSUS DEFINITIONS

**CONSENSUS DEFINITIONS.** Consensus is a **process, an attitude and an outcome**. Consensus processes have the potential of producing better quality, more informed and better-supported outcomes.

As a **PROCESS**, consensus is a problem solving approach in which all members:

1. Jointly share, clarify and distinguish their concerns;
2. Educate each other on substantive issues;
3. Jointly develop alternatives to address concerns; and then
4. Seek to adopt recommendations everyone can embrace or at least live with.

In a consensus process, members should be able to honestly say:

- I believe that other members understand my point of view;
- I believe I understand other members' points of view; and
- Whether or not I prefer this decision, I support it because it was arrived at openly and fairly and because it is the best solution we can achieve at this time.

Consensus as an **ATTITUDE** means that each member commits to work toward agreements that meet their own and other member needs and interests so that all can support the outcome.

Consensus as an **OUTCOME** means that agreement on decisions is reached by all members or by a significant majority of members after a process of active problem solving. In a consensus outcome, the level of enthusiasm for the agreement may not be the same among all members on any issue, but on balance all should be able to live with the overall package. Levels of consensus on a committee outcome can include a mix of:

- Members who strongly support the solution;
- Members who can "live with" the solution; and
- Some Members who do not support the solution but agree not to veto it.

## COMMISSION’S DECISION-MAKING THRESHOLD OVERVIEW

The Florida Building Commission (FBC) will seek consensus decisions on its recommendations and policy decisions. General consensus is a participatory process whereby, on matters of substance, the members strive for agreements which all of the members can accept, support, live with or agree not to oppose. In instances where, after vigorously exploring possible ways to enhance the members’ support for the final decision on substantive decisions, and the Commission finds that 100% acceptance or support is not achievable, final decisions will require at least 75% favorable vote of all members present and voting. This super majority decision rule underscores the importance of actively developing consensus throughout the process on substantive issues with the participation of all members and which all can live with and support.

<b>COMMISSION’S* DECISION-MAKING VOTING THRESHOLD REQUIREMENTS</b>	
Policy Decisions	<b>75%</b>
Code Amendments/Modifications	<b>75%</b>
Substantive Decisions	<b>75%</b>
All Non-Procedural Decisions	<b>75%</b>
Approval of Agendas, Minutes and Reports	<b>75%</b>
Procedural Decisions (motions to reconsider/table, etc.)	<b>51% (Robert’s Rules)</b>
Declaratory Statements	<b>51%</b>
Accessibility Waiver Requests	<b>75%</b>
Product and Entity Approvals	<b>75%</b>
Accreditor and Course Approvals (Education)	<b>75%</b>
<i>*Applies to all Commission committees (TACs/POCs/Workgroups/ Ad Hocs, etc.)</i>	

### **RULE 61G20-2.001, F.A.C., COMMISSION ORGANIZATION AND OPERATIONS.**

(10) The Commission and all of its Committees will utilize *Robert’s Rules of Order\** to make and approve motions except as provided in subsection (11).

(11) Resolution of petitions for declaratory statement shall be resolved as provided in Chapters 120 and 28, F.A.C., upon a vote of the majority of Commissioners or Committee members present. Resolution of petitions for waiver of accessibility requirements shall be resolved as provided in Chapter 61G20-4, F.A.C.

(12) In all other matters, excepting procedural motions, a 75% supermajority voting requirement will supercede the normal voting requirements used in Robert’s Rules of Order for decision making on all motions. The Commission and all of its Committees shall only consider motions to approve and not consider motions to deny. In addition, the Commission and all of its Committees shall utilize their adopted *Meeting Guidelines\*\** for conduct during meetings.

*\*Robert’s Rules of Order allows the Commission to revise their procedural rules as desired.*

*\*\* The Commission’s adopted Procedural Policies and Guidelines document provides detail regarding the conduct of meetings in the Meeting Guidelines section.*

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## COMMISSION'S ADOPTED PROCEDURAL POLICIES AND GUIDELINES

### COMMISSION'S ADOPTED MEETING GUIDELINES

*(Adopted Unanimously May/June 1999)*

The Florida Building Commission (FBC) will seek consensus decisions on its recommendations and policy decisions. General consensus is a participatory process whereby, on matters of substance, the members strive for agreements which all of the members can accept, support, live with or agree not to oppose. In instances where, after vigorously exploring possible ways to enhance the members' support for the final decision on substantive decisions, and the Commission finds that 100% acceptance or support is not achievable, final decisions will require at least 75% favorable vote of all members present and voting. This super majority decision rule underscores the importance of actively developing consensus throughout the process on substantive issues with the participation of all members and which all can live with and support.

The Commission will develop its recommendations and substantive policy decisions using consensus-building techniques with the assistance of the facilitator. Techniques such as brainstorming, ranking and prioritizing approaches will be utilized.

The Commission's consensus process is conducted as an open public process consistent with applicable law. Commission members, staff, and facilitator will be the only participants seated at the table. Only Commission members may participate in discussions and vote on proposals and recommendations. The Chair, or a Commission member through the Chair, may request specific clarification from a member of the public in order to assist the Commission in understanding an issue. Observers/members of the public are welcome to speak during the public comment period provided for each substantive issue under consideration, as well as general public comment periods provided at the end of each day's meeting.

The Facilitator will work with the Department of Business and Professional Regulation (DBPR) (formerly with the Department of Community Affairs) staff and Commission members to design agendas and processes that will be both efficient and effective. The DBPR staff will help the Commission with information and meeting logistics.

To enhance the possibility of constructive discussions as members educate themselves on the issues and engage in consensus-building, members agree to refrain from public statements that may prejudice the outcome of the Commission's consensus process. In discussing the Commission process with the media, members agree to be careful to present only their own views and not the views or statements of other participants. In addition, in order to provide balance to the Commission process, members agree to represent and consult with their stakeholder interest groups.

## **PARTICIPATION GUIDELINES**

*(Adopted Unanimously May/June 1999, and Updated Unanimously April 3, 2012)*

### **COMMISSION CHAIR**

- Provide leadership and guidance to commission members, staff, stakeholders and general public.
- Provide commitment to the consensus-building process.
- Participate directly in the substantive process of seeking agreement on recommendations.
- Ensure a fair process during which all perspectives are considered.
- Enhance the opportunity for consensus building encouraging constructive discussions among the members.
- Maintain neutrality, managing meetings to help maintain the flow.
- Consult with legal staff and facilitator to resolve any procedural issues.
- Consult with senior staff and facilitator to design agendas and meeting processes that will be both efficient and effective.
- Assign staff and facilitator to provide needed information and documentation.
- Appoint all TAC, POC, workgroup and ad hoc committee members, including chairs.

### **COMMISSION AND COMMITTEE MEMBERS**

- Keep to the agenda and meeting procedural guidelines.
- The Commission's meeting process is an opportunity to explore possibilities. Offering or exploring an idea does not necessarily imply support for it.
- Listen to understand. Seek a shared understanding even if you don't agree.
- Be focused and concise—balance participation & minimize repetition. Share the airtime.
- Look to the chair/facilitator to be recognized. Please raise your hand to speak.
- Speak one person at a time. Please don't interrupt each other.
- Focus on issues, not personalities. Avoid stereotyping or personal attacks
- To the extent possible, offer options to address others' concerns, as well as your own.
- Participate fully in discussions, and complete meeting assignments as requested.
- Serve as an accessible liaison, and represent and communicate with member's appointed stakeholder group.

### **FACILITATOR**

- Design and facilitate a participatory and fair meeting process.
- Provide consensus-building and conflict resolution guidance.
- Enhance the opportunity for consensus building encouraging constructive discussions among the members, and that all perspectives are considered.
- Assist members to stay focused and on task.
- Facilitate public participation and input.
- Prepare agenda packets and provide meeting summary reports.

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**MEMBERS OF THE PUBLIC**

- Respect meeting process and guidelines.
- Provide input during provided comment opportunities.
- Consult and provide input to their representative stakeholder members to enhance the efficacy of the process.

**GUIDELINES FOR BRAINSTORMING**

- Speak when recognized by the Chair/Facilitator.
- Offer one idea per person without explanation.
- No comments, criticism, or discussion of other's ideas.
- Listen respectfully to other's ideas and opinions.
- Seek understanding and not agreement at this point in the discussion.

**THE NAME STACKING PROCESS**

- Determines the speaking order.
- Participants raise hand to speak. Chair/Facilitator will call on participants in turn.
- Chair/Facilitator may interrupt the stack (change the speaking order) in order to promote discussion on a specific issue or, to balance participation and allow those who have not spoken on an issue an opportunity to do so before others on the list who have already spoken on the issue.

**ACCEPTABILITY RANKING SCALE**

During the meetings, members may be asked to develop and rank options, and following discussions and refinements, may be asked to do additional rankings of the options if requested by members and staff. Please be prepared to offer specific refinements or changes to address your reservations. The following scale will be utilized for the ranking exercises:

<b>ACCEPTABILITY RANKING SCALE</b>	<i>4= acceptable, I agree</i>	<i>3= acceptable, I agree with minor reservations</i>	<i>2= not acceptable, I don't agree unless major reservations addressed</i>	<i>1= not acceptable</i>
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**PRI**

**PRIORITY RANKING SCALE**

- 5 Highest Level of Priority—Urgent
- 4 High Priority
- 3 Moderate Level of Priority
- 2 Low Level of Priority
- 1 Lowest Possible Priority—Commission Should not Pursue

Topic	Rank	5	4	3	2	1	Raw Score
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## COMMISSION CONSENSUS-BUILDING AND DISCUSSION PROCESS

*(Adopted Unanimously October 14, 2008)*

The Commission seeks to develop consensus-based policy decisions and recommendations. General consensus is a participatory process whereby, on matters of substance, the members strive for agreements which all of the members can accept, support, live with or agree not to oppose. In instances where, after vigorously exploring possible ways to enhance the members' support for a final decision on an issue and the Commission finds that 100% acceptance or support is not achievable, final decisions will require at least 75% favorable vote of all members present and voting. This super majority decision rule underscores the importance of actively developing consensus throughout the process on substantive issues with the participation of all members and which all can live with. In instances where the Commission finds that even 75% acceptance or support is not achievable, publication of recommendations will include documentation of the differences and the options that were considered for which there is more than 50% support from the Commission.

The Commission develops its decisions and recommendations using consensus-building techniques with the assistance of the Facilitator (i.e., brainstorming, acceptability ranking, prioritization, etc.).

The Commission's consensus process is conducted as an open process consistent with applicable law and rule. Commission members, staff, and facilitator are the only participants seated at the table, and only Commission members may vote on proposals and recommendations. To the extent reasonable, on each substantive issue the Commission shall identify and evaluate the full range of options prior to offering a formal motion. This ensures that the Commission makes the best possible decision informed by the public's and Commissioner's perspective on the issue and range of alternatives.

### Substantive Discussion Issue Process Overview

- Issue is presented to the Commission,
- TAC, POC, Workgroup, Ad Hoc, or staff recommendations are presented,
- Commission asks clarifying questions (addresses a specific point that is not understood),
- Commission identifies any additional options they want discussed/evaluated,
- Public is provided an opportunity to comment on the options, and/or to offer alternative options for Commission consideration,
- Commission discusses the range of options,
- A motion is made for a specific action on the issue,
- Commissioners may, through the Chair or Facilitator, request clarification from the public,
- If the motion involves an option the public has already provided input on, then the vote is taken following any additional Commission discussion; if the proposed action (motion) is materially different from what was previously discussed, an additional opportunity is provided for public comment, and then the Commission votes on the motion.

To enhance the possibility of constructive discussions as members educate themselves on the issues and engage in consensus-building, members agree to refrain from public statements that may prejudice the outcome of the Commission's consensus process. In discussing the Commission process with the media, members agree to be careful to present only their own views and not the views or statements of other participants. In addition, in order to provide balance to the Commission process, members agree to represent and consult with their stakeholder interest groups to the extent feasible.

**FLORIDA BUILDING COMMISSION**  
**PUBLIC INPUT ON COMMISSION DISCUSSION PROCESS**  
*(Adopted Unanimously October 14, 2008)*

Discussion item is introduced and any background information provided. If there is a specific action requested of the Commission, the proposal is summarized and any rationale provided.

Chair or Facilitator asks Commission members only for clarifying questions (a clarifying question addresses a specific point that is not understood, and should not indicate support or opposition to the proposal).

After questions, the Chair or Facilitator opens the issue up for discussion. All Commission members wishing to speak must raise their hand(s) and be acknowledged by the Chair/Facilitator prior to speaking. Commission adopted meeting guidelines are in effect at all times.

Following Commission's preliminary discussion on a substantive issue, the Chair or Facilitator asks if any members of the public wishes to address the Commission on the current issue under Commission consideration. Members of the public will be provided one opportunity to comment per discussion/agenda item, and may be time limited depending on number of people wishing to speak and number of issues on the agenda. The Facilitator serves as the moderator for public input. The Facilitator asks for those who wish to speak in favor of the proposal or topic under discussion to offer brief comments, others who wish to speak in favor are asked to offer new points or simply state agreement with previous speakers. The same opportunity and requirements are offered for those who wish to speak in opposition to the proposal or topic under discussion. In addition, the public may offer alternative options for Commission consideration. The Facilitator ensures that the full range of views are expressed and similar views are not repeated. Members may, through the Chair/Facilitator, ask clarifying questions to members of the public offering comments. This process is used for substantive issues and not for procedural matters before the Commission.

After discussion and public comment, a Commission member may offer a motion for an action on the issue. If there is a second to the motion the Chair/Facilitator calls for discussion. Once a motion is made and seconded, the discussion is restricted to only Commission members unless the Chair/Facilitator requests specific clarification from a member of the public. Commission members may request specific clarification from a member of the public through the Chair/Facilitator at any time. A member may wish to second a motion for the purpose of Commission discussion and not necessarily as a show of support for the motion. If the motion involves an option that the public has already commented on, then the vote is taken, if the proposed action (motion) is materially different from what was previously discussed, an additional opportunity is provided for public comment, and then the Commission votes on the motion.

Only motions to approve are considered. If there is no motion after discussion the requested action is not approved, and "dies" for a lack of a second.

In addition, members of the public are welcome to provide input to the Commission during the public comment period provided at each meeting, and all comments submitted on the blue "Public Comment" forms provided at each meeting are included in the Facilitator's summary reports.

## MEETING PROCESS FORMAT GUIDELINES

- Chair/Facilitator introduces each agenda item.
- Proponent/Presenter provides overview, rationale for proposal, and any requested action.
- Clarifying questions from members (something you don't understand). Names stacked.
- Commission begins discussion only after all questions are answered.
- General discussion by Commission members.
- Facilitator asks if any members of the public wishes to address the Commission on the current issue under board/committee consideration
- Facilitator asks for those who wish to speak in favor of the proposal or topic under discussion to offer brief comments, others who wish to speak in favor will be asked to offer new points or simply state agreement with previous speakers.
- The same opportunity and requirements will be offered for those who wish to speak in opposition to the proposal or topic under discussion.
- Facilitator ensures that all views are expressed and similar views are not repeated.
- Facilitator may instruct public to avoid repeating points, and to summarize key points and to submit lengthy prepared statements into the record (instead of reading them).
- Members of the public will be provided one opportunity to comment per discussion agenda item, and may be limited to three (3) minutes.
- Members may, through the chair, ask clarifying questions to members of the public commenting.
- After public comment, facilitator calls for members' discussion and stacks names of members wishing to speak.
- Members explore all options (pros and cons) prior to making a formal motion.
- Any voting member may make a motion when a quorum is present. Requires a second.
- If a motion is seconded, the facilitator opens the floor for discussion. The Facilitator will recognize members wishing to speak on the motion.
- If the motion involves an option that the public has already commented on, no additional public comment is taken. If the proposed action (motion) is materially different from what was previously discussed, an additional opportunity is provided for public comment, and then the Commission votes on the motion.
- Once a motion is on the floor discussion is restricted to Commission members except as allowed by the chair for purposes of clarification.
- Commission member offers a second (may be seconded for purposes of discussion, and not necessarily due to agreement with the motion).
- Commission members may offer friendly amendments and if accepted by maker of the motion, friendly amendment becomes a part of the motion currently under discussion.
- In order to get a "read" on a motion, the Facilitator may elect or be requested by the member making the motion to take a "straw poll" on the motion. Based on the result, the Facilitator may withdraw or table the motion with the agreement of the member moving it, pending further discussion.
- Commission members may offer an amendment to the motion: second required, discussion, vote on the amendment only.
- The motion on the table is now the motion as amended (if amendment was approved).
- After completing discussion, the Facilitator will call the discussion to a close and restate the motion, with any friendly amendments or approved amendments, and the chair/facilitator will call for a vote. If the motion receives a 75% or greater favorable vote of the Commission members it will be deemed approved.

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## **FBC TELECONFERENCE PARTICIPATION PROCESS**

*(Adopted Unanimously October 14, 2008 and Revised Unanimously August 7, 2012)*

### **ATTENDANCE**

- Ø Facilitator will ask commissioners or committee members to identify themselves.
- Ø Members will offer their names one at a time. To avoid confusion and to ensure accuracy, please wait until facilitator repeats and confirms a name before offering another.
- Ø Once attendance is complete, the agenda will be reviewed and approved by the Commission or Committee.
- Ø Commissioners, committee members, staff and public participants should offer their names each time they speak, for the record and to ensure all participants know who is speaking.
- Ø Members should offer their names when making and seconding motions.
- Ø Votes will be tallied by recording members' votes by name in turn.
- Ø Commission or committee members should announce if they have to sign-off before the teleconference meeting is complete, to ensure a quorum and accurate count of votes.

### **PARTICIPANT ETIQUETTE**

- Ø Background noise from participants is picked-up and amplified on the conference leader's phone, especially if you are on a speaker-phone. Please refrain from sidebar conversations.
  - Ø Please place your phone on mute, unless you are speaking, to cut down on ambient background noise. Ensure your phone is muted if you leave the phone for any reason. Use the mute function on your personal phone, or the conference muting function as follows: \*6 to mute and #6 to un-mute.
  - Ø If your line creates a disturbance or has technical difficulties, the teleconference operator may be required to manually mute your line until the problem is resolved.
- Ø Do NOT place your phone on hold (your system's background message/music will play).

### **DISCUSSION PROCESS**

- Chair/Facilitator will introduce discussion item or presenter.
- Presenter will provide overview of issue and recommendation(s) for Commission or committee action.
- Hold questions until presentation is complete.
- Once presentation is complete, Chair/Facilitator will ask if commissioners or committee members have clarifying questions on the issue, create a speaker's list, and call on members in-turn for clarification.
- Chair/Facilitator will ask if anyone from the public wishes to discuss the issue or propose alternative options, create a speaker's list, and call on participants in-turn for discussion.
- Chair/Facilitator will ask if any commissioner or committee member wishes to discuss the issue or propose alternative options, create a speaker's list, and call on members in-turn for discussion.
- Once clarification and discussion is complete, Chair/Facilitator will ask if a commissioner or committee member wishes to make a motion on the issue.
- Following a second for the motion, Chair/Facilitator will ask if there is any additional discussion.
- If the motion involves an option the public has already provided input on, then the vote is taken following any additional Commission or committee discussion; if the proposed action (motion) is materially different from what was previously discussed, an additional opportunity is provided for public comment, and then the Commission or committee votes on the motion.

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## FBC GUIDELINES FOR VIRTUAL MEETING PARTICIPATION

*(Adopted Unanimously April 3, 2012)*

**COME PREPARED.** Review the agenda, presentations and background documents ahead of time. Schedule at least 15 minutes to prepare for the meeting/webinar – if you don't need it you can have the time back. Do the pre-work. Make notes and be ready with questions.

**TEST THE TECHNOLOGY AHEAD OF TIME.** Log in the day before to ensure full access to whatever online technology is being used. Check your headset and/or telephone system.

**PARTICIPATION↓VIDEO AND AUDIO:** If you participate using your computer for audio (using a headset to listen and/or speak) do not use the teleconference call in number (it creates interference). You can listen and/or speak using your headset through the VOIP function of your computer. If you use your computer only for the video/visual function (to view presentations) you will need to call in on the teleconference line to listen and/or speak. Participants who wish to view the presentations will need to use their computers to log-in using the meeting URL provided on the meeting agenda whether they participate with VOIP or the teleconference participation option for audio and video functions.

**TURN UP EARLY.** Put the web address and teleconference details in your calendar and bookmark the web URL. Set the reminder 15 minutes ahead of the call.

**REMOVE DISTRACTIONS.** Schedule a quiet place to participate from. Clear your desk and computer desktop. Turn off email & instant messaging. Put your cell phone aside. Put a note on your office door. Create an environment that allows you to fully participate without distractions.

**TAKE RESPONSIBILITY FOR YOUR OWN PARTICIPATION.** Don't plan to do any "catch up" activities during the call. If you catch yourself multi-tasking, close your eyes and listen. Avoid side conversations whether in the room with colleagues or in an online chat space. Keep your phone on "Mute" unless speaking. Never place your phone on "Hold". Be aware that when your phone is on speaker mode it transmits background noise and can interfere with the meeting.

**BE AWARE OF AIR TIME.** Fully participate while allowing others to do the same. Speak your name before making a comment.

**FOLLOW COMMISSION'S MEETING PARTICIPATION GUIDELINES\*.** Do not speak without acknowledgement from the chair and/or facilitator. Speaking out of turn is very disruptive to a virtual meeting.

**SUPPORT THE FACILITATOR.** Acknowledge questions and pay attention. Use the raise hand function to speak and wait for the facilitator to invite questions and/or comments. The facilitator will create a speakers list at all appropriate times during the meeting. Keep your phone on "Mute" (not "Hold") whenever possible.

## COMMISSION ALTERNATE MEMBER POLICY

An individual TAC and/or workgroup member may nominate another individual to participate in a meeting in his/her absence.

### SELECTION OF ALTERNATE

The TAC and/or workgroup member must select his/her nominee, and in writing notify the Commission Chair, through the Department of Business Regulations (DBPR).

Alternate members must be of the same stakeholder/constituent group as the appointed member.

The nominee must attend at least one meeting of the TAC and/or workgroup prior to serving as an alternate.

DBPR staff will notify the member if his/her alternate selection is approved.

Other TAC and/or workgroup members may notify the Commission Executive Director of any concerns they have regarding the nominee.

### PARTICIPATION OF APPROVED ALTERNATE

The member must notify the appropriate DBPR staff member that they will miss the next meeting and their alternate will attend in their place.

Member must provide alternate with a copy of the upcoming meeting's agenda and other relevant documents, and consult with alternate on the substantive discussion issues before the TAC and/or workgroup.

Member should provide alternate with a summary of his/her views on each of the substantive issues under consideration at the upcoming TAC and/or workgroup meeting.

Alternate shall sit at the table and participate and vote on all substantive discussions. Alternate should represent the member's views on substantive discussion issues.

Alternate shall agree to follow all procedures as stipulated in the TAC and/or workgroup's "Procedural Guidelines".

### REMOVAL OF ALTERNATE

All members and alternates serve at the pleasure of the Commission Chair.

### COMMISSION MEMBERS ON TAC'S AND WORKGROUPS

Commission members may not appoint an alternate member.

The Alternate Member Participation policy does not apply to POC's and Ad Hoc committees, since they are constituted entirely of Commission members.



**COMMISSION CODE MODIFICATION APPROVAL PROCESS**  
**2020 CODE UPDATE PROCESS—7<sup>TH</sup> EDITION, FLORIDA BUILDING CODE (2020)**

Proposed Code modifications to the Florida Building Code will be reviewed by the Commission’s TACs in meetings conducted during the week of March 18-22, 2019. The TACs’ recommendations regarding proposed Code modifications will subsequently be posted to the Commission’s website for a minimum of 45 days and the public will be provided an opportunity to comment on the TACs’ recommendations during this time-frame (second 45-day review period). The TACs will meet for a second time during the week of July 8-12, 2019 to review the public comments, and provide TAC comments to the Commission regarding whether the submitted comments address their concerns regarding their recommendations on proposed code modifications (TAC feedback on public comments to the Commission). In addition, the Residential Construction Cost Impact Workgroup will review the TACs’ recommendations and provide comments regarding costs/impacts of the TACs’ recommended modifications for approval relevant to the Residential Building Code (amendments identified as impactful). These comments will be incorporated into the TACs’ consent agendas of recommendations.

The Commission will consider the TACs’ recommendations concurrent with the August 12-13, 2019 Commission meeting, conduct rule development workshops on February 4, 2020 and April 7, 2020, and conduct a rule adoption hearing on the final version of the Code on June 8, 2020.

The Commission will consider the TACs’ recommendations on two (2) consent agenda per topical code area. Any Commissioner may pull any modification for individual consideration.

After the Commission takes action on all of the proposed code modifications they will move to proceed with rule adoption for Rule 61G20-1.001(1), Florida Building Code Adopted, for the purpose of adopting approved modifications to the Florida Building Code.

The TAC’s recommendations regarding proposed code modifications for the 2020 Code Update are arranged on two (2) consent agenda as follows:

**TAC’s Recommendations are on Two Consent Agenda Per TAC (By Code Areas):**

1. **“Consent Agenda”:** Approval of consent agenda of TAC’s recommendations regarding proposed modifications that **did not receive** public comment during the comment period. The Commission votes to approve the TAC’s recommendations on the modifications as posted incorporating the findings (A – H). Includes TAC’s recommendations “For Approval”: As Modified (AM), and As Submitted (AS); and “Against Approval”: No Affirmative Recommendation (NAR, Without Second, and Withdrawn). Standing motion to approve is in effect, a second is needed and the Commission votes in favor of the consent agenda. Commissioners should pull-off any modifications(s) that would prevent them from offering a second and approving the consent agenda.
2. **“Consent Agenda 2”:** Approval of consent agenda of TAC’s recommendations regarding proposed modifications that **received** public comment during the comment period. The Commission votes to approve the TAC’s recommendations on the modifications as posted incorporating the findings (A – H). Includes TAC’s recommendations “For Approval”: As Modified (AM), and As Submitted (AS);

“Against Approval”: No Affirmative Recommendation (NAR, Without Second, and Withdrawn). Standing motion to approve is in effect, a second is needed and the Commission votes in favor of the consent agenda. Commissioners should pull of any modifications(s)\* that would prevent them from offering a second and approving the consent agenda.

\* TAC chairs will pull all modifications that their TAC commented favorably regarding the public comment (defined as two-thirds or greater in support that the comment addresses TAC concerns and the TAC supports the public comment relative to their original recommendation). Modifications that the TAC commented on favorably are listed by TAC on a separate document (matrix). The Commission will consider all pulled modifications individually. Each individually considered modification requires a second to the standing motion to approve.

#### **COMMISSION WILL MOVE TO ADOPT FOUR (4) STANDING MOTIONS TO APPROVE:**

1. **“Consent Agenda #1”:** TAC’s recommendations regarding proposed modifications that **did not receive** public comment during the comment period.
2. **“Consent Agenda #2”:** TAC’s recommendations regarding proposed modifications that **received** public comment during the comment period.
3. **“Pulled Modifications”:** Modifications pulled-off of the consent agenda(s) by a Commissioner for individual consideration.
4. **“Correlation Issues”:** Staff’s recommendations regarding correlation issues for the 2020 Code Update.

TAC chairs will pull off any amendments that the TAC’s provided a favorable comment on that would change the TAC’s original recommendation on the modification (comments considered during the TAC’s public comment review process).

Any Commissioner may pull any amendment for individual consideration based on public comment(s) (submitted in writing or verbally). Standing motion to approve is in effect. Second to discuss and vote for each modification considered individually. If no second offered, motion dies for lack of second (modification is deemed not approved).

1. Commissioners decide whether to pull any modification(s) based on public comment.
2. Approval of the two (1 - 2) consent agendas as amended by the Commission (minus any modifications pulled for individual consideration). Standing motion to approve is in effect. Second offered and then a vote.
3. Commission consideration of modifications pulled for individual consideration.

## STANDING MOTION TO APPROVE TAC'S RECOMMENDATIONS

1. **Motion to approve the consent agenda(s) of the modifications that did not receive public comments as recommended by the Technical Advisory Committee's (TAC's), and amended by the FBC, based on the following findings:**
  - A. The modification is needed in order to accommodate the specific needs of this state; and
  - B. The modification has a reasonable and substantial connection to the health, safety, and welfare of the general public; and
  - C. The modification strengthens or improves the Florida Building Code, or in the case of innovation or new technology, will provide equivalent or better products or methods or systems of construction; and
  - D. The modification does not discriminate against materials, products, methods, or systems of construction of demonstrated capabilities; and
  - E. The modification does not degrade the effectiveness of the Florida Building Code; and
  - F. The modification has the following fiscal impact (a fiscal impact statement that documents the costs and benefits of the proposed amendment):
    1. The fiscal impact of enforcement imposed upon local government is as indicated by the proponent.
    2. The fiscal impact of compliance imposed upon building and property owners is as indicated by the proponent.
    3. The fiscal impact of compliance imposed upon industry is as indicated by the proponent.
    4. The fiscal impact of compliance imposed upon small business is as indicated by the proponent.
  - G. The modification's benefits noted with regard to fiscal impact and efficacy outweigh the costs imposed.
  - H. The modification does not diminish requirements related to wind resistance or prevention of water intrusion contained in the Code or its referenced standards and criteria.
2. **Motion to approve the consent agenda(s) of the modifications that received public comment(s) as recommended by the Technical Advisory Committee's (TAC's), and amended by the FBC, based on the above findings (A – H).**
3. **Motion to approve each amendment pulled off of the consent agendas of TAC recommendations for individual consideration, based on the above findings (A – H).**
4. **Motion to approve consent agenda of Staff's recommendations regarding correlation issues for the 2020 Code Update.**

## **FBC CODE MODIFICATION REVIEW PROCESS—2020 CODE UPDATE REVIEW AND CONSIDERATION PROCESS**

- Facilitator will serve as the moderator, and assist with adopted process and groundrules.
- One person speaks at a time.
- Limit your comment and be concise.
- Comments will be limited to a maximum of three-minutes (3) per person.
- Do not read lengthy prepared statements; Summarize and submit complete text of comment for the record.
- Offer new points and/or state agreement with previous speakers; Please do not repeat what has been stated.
- Chair/Facilitator may terminate a comment if it is repeating previous comments, and not simply stating agreement or offering new points.
- The FBC wants to hear all view-points to ensure all perspectives are considered, and not repeats of the same views.
  
- Facilitator will introduce consent agenda of modifications by Code area.
- Public will speak to any modifications they wish the Commission to consider individually.
- Standing motion to approve will be in effect.
- Commissioner(s) will decide which, if any, modifications to pull for individual consideration.
- Clarifying questions by FBC members only.
- FBC will vote in favor of the Standing Motion(s) to Approve (found on previous page) as and/or if amended prior to considering proposed modifications.
- Once a motion (second to the standing motion) is on the floor, discussion is limited to FBC members except as allowed by the Chair.

### **MODIFICATIONS PULLED FOR INDIVIDUAL CONSIDERATION**

- Standing motion(s) to approve will be in effect, a second is required in order to vote for the modification(s)—By Commission rule only motions to approve may be considered.
- All modifications not voted for on a consent agenda must be voted on individually.
- Any modification considered individually that does not receive a second is deemed not approved due to failure to receive a second.
- Motions require a 75% favorable vote for approval; those with less than a 75% favorable vote, are deemed not approved.

FLORIDA BUILDING COMMISSION  
AUGUST 15, 2018 FACILITATOR'S SUMMARY REPORT



## OVERVIEW OF COMMISSION'S KEY ACTIONS AND DECISIONS

WEDNESDAY, AUGUST 15, 2018

### I. PLENARY SESSION SUMMARY AND OVERVIEW

At the August 15, 2018 meeting conducted in Coral Gables the Commission considered and decided on Chair's issues and recommendations, Executive Director's announcements and discussions, product and entity approvals, applications for accreditor and course approvals, accessibility waivers, petitions for declaratory statements, and recommendations from the Commission's various committees. Specific actions included voting to: 1.) Approve the 2018-2019 Annual Regulatory Plan, and to authorize publication of the Plan by DBPR; 2.) Approve the Commission's Review Process for 2018 I-Code Changes and the Revised Scope of Work for the 2020 Code Update Process, 7<sup>th</sup> Edition Florida Building Code; and, 3.) Approve funding the research projects for fiscal year 2018 - 2019 as recommended by the Committee of TAC Chairpersons on the basis that the proposed projects evaluated meet the definition of "research" and/or "technical enrichment", and are approved for funding based on the TAC Chairs' recommendations, and staff administering and overseeing the research, and to charge staff with negotiating scoping, funding levels, and contracting as appropriate.

*(Attachment 1—Meeting Evaluation Results)*

### II. CHAIRMAN'S WELCOME

Chairman Carlson welcomed the Commission, DBPR staff and the public to Coral Gables and the August 15, 2018 plenary session of the Florida Building Commission. The Chair noted that in addition to considering regular procedural issues including product and entity approvals, applications for accreditor and course approvals, accessibility waivers, petitions for declaratory statements, and recommendations from the Commission's various committees, the primary focus of the August meeting was to approve the Commission's process for review of 2018 I-Codes changes; and to decide on the funding of proposed research projects for fiscal year 2018-2019.

The Chair explained that if one wished to address the Commission on any of the issues before the Commission they should sign-in on the appropriate sheet(s), and as always, the Commission will provide an opportunity for public comment on each of the Commission's substantive discussion topics. The Chair explained that if one wants to comment on a specific substantive Commission agenda item, they should come to the speaker's table at the appropriate time so the Commission knows they wish to speak. The Chair noted that public input is welcome, but should be offered before there is a formal motion on the floor.

### **III. COMMISSION ATTENDANCE**

The following Commissioners attended the Wednesday, August 15, 2018 meeting in Coral Gables:

Jay Carlson (Chair), Hamid Bahadori, Steve Bassett, Bob Boyer, Don Brown, Oscar Calleja, Dave Compton, Nan Dean, Kevin Flanagan, Shane Gerwig, David Gilson, Richard Goff, Jeff Gross, Brian Langille, Brad Schiffer, Fred Schilling, Jim Schock, Drew Smith, Jeff Stone, Brian Swope, and Don Whitehead.

(21 of the 25 currently seated Commissioners attended—84%).

#### *Absent Commissioners:*

James Batts, Kelly Smith Burk, Robert Hamberger, and Diana Worrall.

### **DBPR STAFF PRESENT**

Thomas Campbell, Jim Hammers, Chris Howell, Mo Madani, and Justin Vogel.

### **MEETING FACILITATION**

The meeting was facilitated by Jeff Blair from the FCRC Consensus Center at Florida State University. Information at: <http://consensus.fsu.edu/>



CONSENSUS CENTER

### **PROJECT WEBPAGE**

Information on the Florida Building Commission project, including agenda packets, meeting reports, and related documents may be found at the Commission Webpage. Located at the following URL: <http://floridabuilding.org/c/default.aspx>

### **IV. AGENDA REVIEW AND APPROVAL**

The Commission voted unanimously, 21 - 0 in favor, to approve the agenda for the August 15, 2018 meeting as posted/presented. Following are the key agenda items approved for consideration:

- To Approve Regular Procedural Topics (Agenda and Minutes).
- To Consider/Decide on Chair's Discussion Issues/Recommendations.
- To Consider/Decide on Executive Director Announcements and Discussions.
- To Consider/Decide on Accessibility Waiver Applications.
- To Consider/Decide on Approvals and Revocations of Products and Product Approval Entities.
- To Consider Applications for Accreditor and Course Approval.
- To Receive a Briefing Regarding Legal Report.

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- To Consider/Decide on Petitions for Declaratory Statements.
- To Review and Approve The Commission Review Process for the 2018 I-Code Changes and to Provide Update on the Scope of Work for the Development of the 2020 Code Update Process – 7<sup>th</sup> Edition Florida Building Code.
- To Review and Approve Potential Research Projects from the Technical Advisory Committees.
- To Receive/Decide on Reports and Recommendations from Committees.
- To Hear Public Comment.
- To Review Needed Next Steps, Assignments, and Agenda Items for the Next Meeting—October 8 - 9, 2018 in Sarasota, Florida.

*Amendments to the Posted Agenda:*

There were no amendments to the posted agenda.

*(Attachment 4—August 15, 2018 Commission Agenda)*

**V. APPROVAL OF THE JUNE 12, 2018 FACILITATOR’S SUMMARY REPORT AND MEETING MINUTES**

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve the June 12, 2018 Facilitator’s Summary Report and Meeting Minutes as posted/presented.

*Amendments:* There was no amendment offered to the meeting minutes:

**VI. CHAIR’S DISCUSSION ISSUES AND RECOMMENDATIONS**

**Chairman Browdy Update**

Chairman Carlson provided an update regarding immediate past Commission Chair Dick Browdy’s health. The Chair noted that Dick was undergoing treatment and was feeling optimistic.

**Appointments**

**Residential Construction Cost Impact Workgroup**

The Chair reported that on June 18, 2018 he appointed Commissioner Smith to serve on the Residential Construction Cost Impact Workgroup.

**Accessibility Advisory Council Appointment**

The Chair noted that DBPR Secretary Jonathan Zachem appointed Paul Martell to the Accessibility Advisory Council to serve as the representative for the Division of Vocational Rehabilitation.

**Updated Commission Milestones**

The Chair reminded participants that the Updated Commission Milestones document is linked to the August 15, 2018 FBC Agenda on the BCIS.

**VII. EXECUTIVE DIRECTOR ANNOUNCEMENTS AND DISCUSSIONS**

Tom Campbell, FBC Executive Director, briefed the Commission on the following issues:

**October 2018 Meeting Reminder**

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Tom reminded participants that the Commission's October 8 – 9, 2018 meeting would be at the Embassy Suites Sarasota.

### **December 2018 Meeting Date and Location**

Tom reported that the Commission's December 11, 2018 meeting would be at the Embassy Suites USF in Tampa.

### **February 2019 Meeting Date**

Tom reported that the Commission's February 2019 meeting would be on February 12, 2019 at a location to be determined.

## **VIII. CONSIDERATION OF ACCESSIBILITY WAIVER APPLICATIONS**

Justin Vogel, Accessibility Advisory Council legal advisor, presented the Accessibility Advisory Council's recommendations for all applications, and the Commission reviewed and decided on the Waiver applications submitted for their consideration.

### ***Commission Actions Regarding Accessibility Waiver Applications:***

#### **1. Bengal Properties, INC d/b/a The Park Apartments – Waiver 323 - 11110 56th St, Temple Terrace 33617**

***MOTION***—The Commission voted unanimously, 21 – 0 in favor, to grant the waiver for vertical accessibility to the second floor to the extent a waiver is necessary, and on the grounds that a waiver for vertical accessibility is not required for this project.

#### **2. 2150 Park Ave Suite Hotel – Waiver 146 - 2150 Park Avenue, Miami Beach 33139**

***MOTION***—The Commission voted unanimously, 21 – 0 in favor, to grant the waiver for vertical accessibility to the second floor on the grounds of historical significance, technical infeasibility, and economic hardship.

#### **3. Carlota at South Beach – Waiver 328 - 511 16th Street, Miami Beach 33139**

***MOTION***—The Commission voted unanimously, 21 – 0 in favor, to grant the waiver for vertical accessibility to the entrance and second floor on the grounds of economic hardship.

#### **4. Nexx Calle Ocho – Waiver 327 - 2340 SW 8th Street, Miami 33135**

***MOTION***—The Commission voted unanimously, 21 – 0 in favor, to grant the waiver for vertical accessibility to the second floor on the grounds of economic hardship.

#### **5. Queens Of Egypt – Waiver 318 - 313-A Macomb Street, Tallahassee 32301**

***MOTION***—The Commission voted unanimously, 21 – 0 in favor, to grant\* the waiver for vertical accessibility to the second floor on the grounds of economic hardship.

\* The Commission recommends the applicant provide signage indicating the lack of accessibility to the second floor where the business is located.

#### **6. Monsieur Touton Distribution Center – Waiver 335 - 2805 NW 75th Avenue, Miami 33122**

***MOTION***—The Commission voted unanimously, 21 – 0 in favor, to grant the waiver for vertical accessibility to the second floor on the grounds of economic hardship.

## **IX. CONSIDERATION OF APPLICATIONS FOR PRODUCT AND ENTITY APPROVAL**

Commissioner Stone presented the Product Approval Oversight Committee's recommendations for entities and product approvals on the consent agenda for approval, and Jeff Blair presented the recommendations for product approvals with comments and/or discussion.

### ***Commission Actions on the Consent Agendas for Approval:***

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve the consent agenda of product approval entities (26) as posted/presented.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve the consent agenda of products (146) recommended for approval to the 2017 Code as posted/presented.

### ***Commission Actions Regarding Product Approval Applications With Comments—2017 Code:***

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 14996 R-4.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 16851 R-7.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 16853 R-8.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 16854 R-8.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 17112 R-5.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 17767 R-3.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to conditionally approve product FL 18368 R-2 based on the conditions requested by the applicant and recommended by DBPR staff.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 21335 R-3.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 24163 R-2.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to conditionally approve product FL 27060 based on the conditions requested by the applicant and recommended by DBPR staff.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 27154.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 27156.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to conditionally approve product FL 27194 based on the conditions requested by the applicant and recommended by DBPR staff.

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve product FL 27423.

### ***Commission Actions Regarding DBPR Applications:***

There was no Commission action required regarding the August 2018 DBPR Applications. The complete results of Commission decisions regarding applications for product and entity approvals are available on the BCIS.

*(See BCIS Website for Linked Committee Report)*

## **X. CONSIDER APPLICATIONS FOR ACCREDITOR AND COURSE APPROVAL**

Commissioner Dean presented the applications, and the Commission reviewed and decided on the accreditor and course applications submitted for their consideration as follows:

### ***Commission Actions:***

**MOTION**—The Commission voted unanimously, 21 - 0 in favor, to approve advanced accredited course numbers: 911.0, 913.0, 914.0, 912.0, and 915.0.

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to conditionally approve advanced accredited course: 900.0

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to approve administratively self-affirmed courses with one change, number: 725.1

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to conditionally approve administratively self-affirmed courses with one change, numbers: 821.1, and 772.1.

*(See Committee’s Next Agenda for Linked Committee Report)*

## **XI. LEGAL REPORT**

### **Rule Challenge Decision Appeal**

Justin Vogel noted that as previously reported, in December of 2017 the Florida Association of American Institute of Architects, Inc. (FAAIA) filed a rule challenge to the Commission’s adoption of Rule 61G20-2.002 (Statewide Amendments to the Florida Building Code) regarding the Code Update Process for development of the 7<sup>th</sup> Edition (2020) Florida Building Code. In February of 2018 the Division of Administrative Hearings’ (DOAH) assigned Administrative Law Judge (ALJ) ruled that the challenged provisions of Rule 61G20-2.002(2) were a valid exercise of delegated authority as to the objections raised, and the Petition (Rule challenge) was dismissed. Justin reported that the FAAIA subsequently filed an appeal to the District Courts of Appeals (1<sup>st</sup> DCA) as reported at the last meeting. The current update is that FAAIA submitted their reply brief and a request for oral arguments on July 23, 2018. Justin noted that he would provide updates on the status of the appeal as the process proceeds.

### **Annual Regulatory Plan**

Justin Vogel reported that the Annual Regulatory Plan is a list of the statutory provisions impacting the Commission’s duties or authorities, and indicating whether rulemaking is required in order to implement the provisions, and if so indicating whether a notice of development and/or notice of proposed rulemaking has been published, and the corresponding schedule.

Following the opportunity provided for questions and answers, public comment and Commission discussion, the Commission took the following action:

#### ***Commission Actions:***

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to approve the 2018-2019 Annual Regulatory Plan as presented, and to authorize publication of the Plan by DBPR.

*(Attachment 7—Annual Regulatory Plan)*

## **XII. CONSIDERATION OF PETITIONS FOR DECLARATORY STATEMENTS**

Justin Vogel, Commission Legal Counsel, presented each declaratory statement in turn. Following are the actions taken by the Commission regarding the petitions for declaratory statements.

### **1. DS 2018-040 by Samuel A. Liberatore of G.B. Collins Engineering, P.A.**

**Motion**—The Commission voted unanimously, 21 - 0 in favor, to approve the Swimming Pool TAC’s recommendation on the Petition (to approve staff’s analysis (Option 2) as presented/posted for Q1).

### **2. DS 2018-043 by Allen R. Finfrook of Finfrook DMC**

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**Motion**—The Commission voted unanimously, 21 - 0 in favor, to withdraw the Petition at the request of the Petitioner.

**3. DS 2018-051 by Clark M. Stranahan of C4 Architecture, L.L.C.**

**Motion**—The Commission voted unanimously, 21 - 0 in favor, to approve the Accessibility TAC's recommendation on the Petition (to approve staff's analysis (Option 2) for Q1).

**XIII. COMMISSION REVIEW PROCESS FOR 2018 I-CODES CHANGES AND UPDATE FOR SCOPE OF WORK FOR THE 2020 CODE UPDATE PROCESS, 7<sup>TH</sup> EDITION FLORIDA BUILDING CODE**

Chairman Carlson reported that ten of the Commission's Technical Advisory Committees (TACs) met in June 2018 to review and make recommendations regarding whether the Commission should include specific 2018 I-Code amendments into the 7<sup>th</sup> Edition (2020) FBC. The TACs' recommendations were posted to the BCIS in July 2018. In addition, the Residential Construction Cost Impact Workgroup (RCCIWG) met on July 30, 2018 to provide comments to the Commission regarding the costs/impacts of the I-Code amendments that the TACs recommended for approval relevant to the Residential Building Code (amendments identified as impactful). These comments have been incorporated into the TACs' matrices of recommendations for approval.

The Chair remarked that the Commission will be reviewing and deciding on 2018 I-Code changes during the October 8-9, 2018 meeting. Jeff Blair reviewed the process proposed for the Commission's review of the TAC's recommendations regarding 2018 I-Code changes recommended for inclusion in the I-Code change into the 7<sup>th</sup> Edition (2020) FBC. In addition, Mo Madani provided an update regarding the scope of work for the development of the 2020 Code Update Process, the 7<sup>th</sup> Edition (2020) Florida Building Code.

Following the opportunity provided for questions and answers, public comment and Commission discussion, the Commission took the following action:

**Commission Actions:**

**MOTION**—The Commission voted, 20 – 1\* in favor, to approve the Commission's Review Process for 2018 I-Code Changes and the Revised Scope of Work for the 2020 Code Update Process, 7<sup>th</sup> Edition Florida Building Code.

\*Commissioner Schiffer voted in opposition, preferring to wait for the resolution of the Rule challenge.

*(Attachment 5—2020 FBC Workplan)*

*(Attachment 6—FBC I-Code Review Process)*

**XIV. SELECTION OF RESEARCH PROJECTS FOR FY 2017-18 FUNDING**

Chairman Carlson reported that the Commission has been funding hurricane resistance research based on legislatively approved spending authority since the formation of the Commission's Hurricane Research Advisory Committee in January of 2005. At the August 2013 meeting the Commission voted to expand the funding of research projects to topics beyond the scope of hurricane resistance research and to fund research into other Code related topical areas based on recommendations from the Commission's TACs, and has done so since that time. For fiscal year 2018 - 2019 the TACs met during July 2018 to discuss research needs and developed recommendations for the Commission's consideration. Subsequently, the TAC chairs met on August 14, 2018 and developed recommendations for the Commission's consideration regarding the funding of proposed research projects.

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Jeff Blair, Commission Facilitator, reported that at the Tuesday, August 14, 2018 meeting the TAC chairs considered and decided on whether the proposed projects met the three criteria for funding: 1.) definition of research and/or technical enrichment, 2.) urgency/immediacy, and needed for the 2020 FBC and/or legislative directive, and 3.) funding available (full or partial); and decided which met the requirements, and recommended them for approval by the Commission for funding based on the recommended priorities. The TAC Chairs' voted to recommend the Commission approve funding the research projects for fiscal year 2018 - 2019 as recommended by the TAC chairs on the basis that the proposed projects evaluated meet the definition of "research" and/or "technical enrichment," and the three criteria for funding, and are approved for funding based on the funding levels recommended by the TAC chairs (\$400,000 total), and staff administering and overseeing the research, and negotiating scoping, funding levels, and contracting as appropriate.

Following the opportunity provided for questions and answers, public comment and Commission discussion, the Commission took the following actions:

***Commission Actions:***

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to approve funding the research projects for fiscal year 2018 - 2019 as recommended by the Committee of TAC Chairs on the basis that the proposed projects evaluated meet the definition of "research" and/or "technical enrichment", and are approved for funding based on the TAC chairs' recommendations, and staff administering and overseeing the research, and to charge staff with negotiating scoping, funding levels, and contracting as appropriate.

*(Attachment 8—Research Project Funding for FY 2018-19)*

**XV. COMMITTEE REPORTS AND RECOMMENDATIONS**

Chairman Carlson requested TAC and POC chairs to confine their reports to a brief summary of any key recommendations, emphasizing any issues requiring an action from the Commission. The Chair requested if the TAC/POC requires Commission action, to frame the needed action in the form of a proposed motion. This will ensure that the Commission understands exactly what the TAC/POC's are recommending, and the subsequent action requested of the Commission. Acceptance of a committee report does not approve any recommendations contained within the report, and specific recommendations must be considered by separate motions. Committee reports are linked to the following URL (linked to Commission's August 15, 2018 Agenda):

[http://www.floridabuilding.org/fbc/commission/FBC\\_0818/index.htm](http://www.floridabuilding.org/fbc/commission/FBC_0818/index.htm).

**Accessibility TAC**

Commissioner Gross presented the TAC's report and recommendations.

***Commission Action:***

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's report as presented/posted (July 26, 2018). *(See Agenda for Linked Committee Report)*

**Code Administration TAC**

Commissioner Gerwig presented the TAC's reports and recommendations.

***Commission Action:***

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 12, 2018 and July 26, 2018). *(See Agenda for Linked Committee Report)*

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**Education POC**

Commissioner Dean presented the POC's report and recommendations.

**Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the POC's report as presented/posted (July 27, 2018). *(See Agenda for Linked Committee Report)*

**Electrical TAC**

Commissioner Flanagan presented the TAC's reports and recommendations.

**Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 11, 2018, June 25, 2018 and July 23, 2018). *(See Agenda for Linked Committee Report)*

**Energy TAC**

Commissioner Smith presented the TAC's reports and recommendations.

**Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 18, 2018 and July 23, 2018). *(See Agenda for Linked Committee Report)*

**Fire TAC**

Commissioner Bahadori presented the TAC's reports and recommendations.

**Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 21, 2018, June 25, 2018 and July 23, 2018). *(See Agenda for Linked Committee Report)*

**Mechanical TAC**

Commissioner Bassett presented the TAC's reports and recommendations.

**Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 19, 2018 and July 23, 2018). *(See Agenda for Linked Committee Report)*

**Plumbing TAC**

Commissioner Schilling presented the TAC's reports and recommendations.

**Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 20, 2018 and July 24, 2018). *(See Agenda for Linked Committee Report)*

**Product Approval POC**

Commissioner Stone presented the POC's report and recommendations.

**Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the POC's report as presented/posted (August 14, 2018).



**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to charge staff with reviewing existing education courses and information regarding the Product Approval System, and to determine whether there are additional opportunities to enhance education on the System.

*(See Agenda for Linked Committee Report)*

### **Residential Construct Cost Impact Workgroup**

Jeff Blair presented the Workgroup's reports and recommendations.

#### **Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the Workgroup's reports as presented/posted (July 9, 2018, and July 30, 2018). *(See Agenda for Linked Workgroup Report)*

### **Roofing TAC**

Commissioner Swope presented the TAC's reports and recommendations.

#### **Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 15, 2018, June 25, 2018 and July 25, 2018). *(See Agenda for Linked Committee Report)*

### **Special Occupancy TAC**

Commissioner Whitehead presented the TAC's reports and recommendations.

#### **Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 8, 2018 and July 25, 2018). *(See Agenda for Linked Committee Report)*

### **Structural TAC**

Commissioner Schock presented the TAC's reports and recommendations.

#### **Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 13, 2018, June 25, 2018 and July 25, 2018). *(See Agenda for Linked Committee Report)*

### **Swimming Pool TAC**

Mo Madani presented the TAC's reports and recommendations.

#### **Commission Action:**

**MOTION**—The Commission voted unanimously, 21 – 0 in favor, to accept the TAC's reports as presented/posted (June 11, 2018 and July 25, 2018). *(See Agenda for Linked Committee Report)*

## **OTHER COMMISSION ACTIONS**

There were no additional Commission actions taken during the August 15, 2018 meeting.

## **STAFF ASSIGNMENTS FROM THE AUGUST 15, 2018 MEETING**

There were no staff assignments resulting from the August 15, 2018 Commission meeting.

## **XVI. GENERAL PUBLIC COMMENT**

Members of the public were offered an opportunity to provide comment during each of the Commission's substantive discussion agenda items. In addition, Chairman Carlson invited members of the public to address the Commission on any issues under the Commission's purview.

### *Public Comments:*

- Carlos Hernandez, Miami-Dade County: provided a presentation regarding FOG in sewer systems in Miami-Dade County.

## **XVII. COMMISSION MEMBER COMMENTS AND ISSUES**

Chairman Carlson invited Commission members to offer any general comments to the Commission, or identify any issues or agenda items for the next Commission meeting.

### *Commission Member Comments:*

None were offered.

## **XVIII. NEXT COMMISSION MEETING OVERVIEW AND ISSUES**

The October 8-9, 2018 meeting in Sarasota will focus on the Commission's regular procedural and substantive issues, any needed rule development initiatives, and the Commission's decisions regarding 2018 I-Code changes proposed for inclusion in the 7<sup>th</sup> Edition (2020) Florida Building Code.

*(Attachment 5—Commission Meeting Schedule)*

## **ADJOURNMENT**

The Chair thanked Commission members, staff and the public for their attendance and participation, and adjourned the meeting at 10:18 A.M. on Wednesday, August 15, 2018.



ATTACHMENT N  
SAMPLE ANNOTATED AGENDA

WEDNESDAY, AUGUST 15, 2018

COMMISSION PLENARY SESSION

1.)	8:30 A.M.—WELCOME, OPENING AND ROLL CALL
JC:	<p>Welcome Commissioners, staff, and members of the public to Coral Gables and the August 15, 2018 plenary session of the Florida Building Commission. In addition to considering regular procedural issues including product and entity approvals, applications for accreditor and course approvals, petitions for declaratory statements, accessibility waivers, and recommendations from our various committees and workgroups, the primary focus of the August meeting is to approve the Commission’s process for review of 2018 I-Codes changes; and to decide on the funding of proposed research projects for fiscal year 2018-2019.</p> <p>Members of the public are requested to sign the attendance sheet on the speaker’s table in the center of the room. In addition, we have a sign-up sheet for general public comment. As always, we will provide an opportunity for public comment on each of the Commission’s substantive discussion topics (actions that are not procedural or ministerial in content). If you want to comment on a specific substantive Commission agenda item, please come to the speaker’s table when the issue is up for consideration so we know you want to speak. Public input is welcome, but should be offered before there is a formal motion on the floor. <b>Please remember to keep all electronic devices turned off or in a silent mode.</b> Thank you for your cooperation.</p> <p>Those of you licensed by the Building Code Administrators and Inspectors Board attending the Commission meeting and interested in CE credits must complete the CE sign-in sheet in the binder located on the speaker’s table in the center of the room.</p>

 **NOTE: DISTRIBUTE PUBLIC EVALUATION FORMS [BUFF COLORED]**

COMMISSION MEMBER ROLL CALL

[14 OF 27 REQUIRED FOR A QUORUM] CURRENTLY 13 OF 25 MEMBERS

JC: Jeff Blair will conduct the roll call. Jeff...

- 1.) Jay Carlson [Chair] (Term: Aug. 27, 2013 — February 20, 2018; Feb. 20, 2018 – Feb. 20, 2022)
- 2.) Hamid Bahadori (Term: February 20, 2002; August 27, 2013 – February 7, 2017)

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- 3.) Steve Bassett (Term: August 27, 2013 – December 8, 2017)
- 4.) James Batts (Term: August 8, 2013 – November 5, 2016; Feb. 20, 2018 – Nov. 5, 2020)
- 5.) Bob Boyer (Term: 11/5/08; 11/28/12 – 10/14/15; Dec. 18, 2015 – July 26, 2019)
- 6.) Donald Brown (Term: 8/8/13 – 11/21/15; Dec. 18, 2015 – Nov. 21, 2019)
- 7.) Kelley Smith Burk (Term: May 5, 2016 – October 31, 2018)
- 8.) Oscar Calleja (Term: November 28, 2012; February 23, 2015 – February 3, 2019)
- 9.) David Compton (Term: August 27, 2013 – Jan. 13, 2017; August 18, 2017 - January 13, 2021)
- 10.) Nanette (Nan) Dean (Term: June 2012 – April 5, 2017; August 18, 2017 - April 5, 2021)
- 11.) Kevin Flanagan (Term: 11/28/12 – 1/30/15; Dec. 18, 2015 – Jan. 30, 2019)
- 12.) Jeremy “Shane” Gerwig (Term: December 18, 2015 – January 15, 2019)
- 13.) David Gilson (Term: March 27, 2014 – January 6, 2017; August 18, 2017 - January 6, 2021)
- 14.) Richard Goff (Term: February 23, 2015 – January 21, 2019)
- 15.) Jeff Gross (Term: 11/13/03; 11/28/12 – 11/21/15; Dec. 18, 2015 – Nov. 21, 2019)
- 16.) Robert Hamberger (Term: August 27, 2013 – January 9, 2017; Feb. 20, 2018 – Jan. 9, 2021)
- 17.) Brian Langille (Term: August 27, 2013 – June 30, 2017; Feb. 20, 2018 – June 30, 2021)
- 18.) Brad Schiffer (Term: 11/28/12 – 8/11/15; December 18, 2015 – August 11, 2019)
- 19.) Frederick Schilling (Term: August 27, 2013; February 23, 2015 – January 31, 2019)
- 20.) Jim Schock (Acting Chair) (Term: November 5, 2008; February 23, 2015 – January 12, 2019)
- 21.) Drew Smith (Term: November 5, 2008 – November 5, 2016; Feb. 20, 2018 – Nov. 5, 2020)
- 22.) Jeff Stone (Term: July 1, 2008; 11/28/12 – 7/27/15; Dec. 18, 2015 – July 27, 2019)
- 23.) Brian Swope (Term: June 2012 - May 1, 2015; December 18, 2015 – May 1, 2019)
- 24.) Don Whitehead (Term: August 18, 2017 – November 21, 2019)
- 25.) Diana Worrall (Term: September 23, 2016 – February 7, 2017)

There are 27 Commissioner positions: The General Contractor, and the State Insurance Representative positions are currently vacant.

ABSENT MEMBERS		
<input type="checkbox"/> Commissioners who notified DBPR staff that they won't be attending.		
1.) Jeff Gross	5.)	9.)
2.) Diana Worrall	6.)	10.)
3.) Drew Smith	7.)	11.)
4.)	8.)	12.)

<b>2.)</b>	<b>AGENDA REVIEW AND APPROVAL</b>
<b>JC:</b>	<b>Jeff Blair</b> will review the agenda proposed for <b>August's</b> Commission meeting.

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	<ul style="list-style-type: none"> <li>➤ To Approve Regular Procedural Topics (Agenda and Minutes).</li> <li>➤ To Consider/Decide on Chair's Discussion Issues/Recommendations.</li> <li>➤ To Consider/Decide on Executive Director Announcements and Discussions.</li> <li>➤ To Consider/Decide on Accessibility Waiver Applications.</li> <li>➤ To Consider/Decide on Approvals and Revocations of Products and Product Approval Entities.</li> <li>➤ To Consider Applications for Accreditor and Course Approval.</li> <li>➤ To Receive a Briefing Regarding Legal Report.</li> <li>➤ To Consider/Decide on Petitions for Declaratory Statements.</li> <li>➤ To Review and Approve The Commission Review Process for the 2018 I-Code Changes and to Provide Update on the Scope of Work for the Development of the 2020 Code Update Process – 7<sup>th</sup> Edition Florida Building Code.</li> <li>➤ To Review and Approve Potential Research Projects from the Technical Advisory Committees.</li> <li>➤ To Receive/Decide on Reports and Recommendations from Committees.</li> <li>➤ To Hear Public Comment.</li> <li>➤ To Review Needed Next Steps, Assignments, and Agenda Items for the Next Meeting—October 8 - 9, 2018 in Sarasota, Florida.</li> </ul>
JC:	Is there a motion to approve the August 15, 2018 agenda as <b>PRESENTED/POSTED?</b> <i>MOTION</i> , seconded, discussion, take the vote. Let the record reflect a unanimous vote with the Chair joining...
<b>Action:</b> <i>MOTION</i> to Approve as Posted/Presented or as Amended	
<b>Amendments:</b>	

<b>3.)</b>	<b>APPROVAL OF THE JUNE 12, 2018 FACILITATOR’S SUMMARY REPORT AND MEETING MINUTES</b>
JC:	Any corrections or additions to the posted June 12, 2018 Facilitator’s Summary Report and Meeting Minutes that were posted electronically in advance of this meeting?
JC:	Is there a motion to approve the June 12, 2018 Facilitator’s Summary Report and Meeting Minutes as <b>PRESENTED/POSTED, or (AMENDED)?</b> <i>MOTION</i> , seconded, discussion, take the vote.
<b>Action:</b> <i>MOTION</i> to Approve as Presented/Posted, or Amended	
<b>Amendments:</b> _____	

<b>4.)</b>	<b>CHAIR’S DISCUSSION ISSUES AND RECOMMENDATIONS</b>
<b>a.</b>	<p><b>Appointments (Commission—POCs/TACs—Workgroups—Committees)</b></p> <p><b>Residential Construction Cost Impact Workgroup</b> I wanted to report that on June 18, 2018 I appointed Commissioner Smith to serve on Residential Construction Cost Impact Workgroup. Thanks to Drew for agreeing to serve.</p>
<b>b.</b>	<p><b>Accessibility Advisory Council Appointment</b> As a point of interest, DBPR Secretary Jonathan Zachem appointed Paul Martell to the Accessibility Advisory Council to serve as the representative for the Division of Vocational Rehabilitation.</p>

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<b>c.</b>	<b>Commission Milestones Update</b> Just a reminder that the Updated Commission Milestones document is linked to this month's FBC Agenda on the BCIS.

<b>5.)</b>	<b>EXECUTIVE DIRECTOR ANNOUNCEMENTS AND DISCUSSIONS</b>
<b>JC:</b>	Tom Campbell will provide the Commission with relevant updates. Tom...
<b>TC:</b>	<b>Future Meetings</b> <b>October.</b> The Commission's October 8 – 9, 2018 meeting will be at the Embassy Suites Sarasota.  <b>December.</b> The Commission's December meeting will be on December 11, 2018 at the Embassy Suites USF in Tampa.

<b>6.)</b>	<b>CONSIDER ACCESSIBILITY WAIVER APPLICATIONS</b>
<b>JC:</b>	The Commission will now consider this month's requests for accessibility waivers. Justin Vogel will serve as legal counsel and present the Accessibility Advisory Council's recommendations. Justin please present the Council's recommendations regarding waiver requests in turn.
<b>1.</b>	<b>Bengal Properties, INC d/b/a The Park Apartments – Waiver 323 - 11110 56th St, Temple Terrace 33617 - Issue: Vertical accessibility to the second floor.</b>
	Justin introduces; Clarifying questions from FBC; Public comment; Commission motion/action
	<b>Council Recommends:</b> Grant, to the extent a waiver is necessary, and on the grounds that a waiver for vertical accessibility is not required for this project.
	<b>Commission Action:</b>
<b>2.</b>	<b>2150 Park Ave Suite Hotel – Waiver 146 - 2150 Park Avenue, Miami Beach 33139 - Issue: Vertical accessibility to the second floor.</b>
	Justin introduces; Clarifying questions from FBC; Public comment; Commission motion/action
	<b>Council Recommends:</b> Grant, on the grounds of historical significance and technical infeasibility.
	<b>Commission Action:</b>
<b>3.</b>	<b>Carlota at South Beach – Waiver 328 - 511 16th Street, Miami Beach 33139 - Issue: Vertical accessibility to the entrance and second floor.</b>
	Justin introduces; Clarifying questions from FBC; Public comment; Commission motion/action
	<b>Council Recommends:</b> Grant, on the grounds of economic hardship.

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<i>Commission Action:</i>	
4.	<b>Nexx Calle Ocho – Waiver 327 - 2340 SW 8th Street, Miami 33135 - Issue: Vertical accessibility to the second floor.</b>
	Justin introduces; Clarifying questions from FBC; Public comment; Commission motion/action
<b>Council Recommends:</b> Grant, on the grounds of economic hardship.	
<i>Commission Action:</i>	
5.	<b>Queens Of Egypt – Waiver 318 - 313-A Macomb Street, Tallahassee 32301 - Issue: Vertical accessibility to the second floor.</b>
	Justin introduces; Clarifying questions from FBC; Public comment; Commission motion/action
<b>Council Recommends:</b> Grant, on the grounds of economic hardship.	
<i>Commission Action:</i>	
6.	<b>Monsieur Touton Distribution Center – Waiver 335 - 2805 NW 75th Avenue, Miami 33122 - Issue: Vertical accessibility to the second floor.</b>
	Justin introduces; Clarifying questions from FBC; Public comment; Commission motion/action
<b>Council Recommends:</b> Grant, on the grounds of economic hardship.	
<i>Commission Action:</i>	

<b>7.)</b>	<b>CONSIDER APPLICATIONS FOR PRODUCT AND ENTITY APPROVAL</b>
<b>JC:</b>	<b>Commissioner Stone</b> will present the POC’s recommendations for entity approvals and the consent agenda for products recommended for approval, and <b>Jeff Blair</b> will present the POC’s recommendations for product approvals with discussion and/or comments. We will start with entity approval applications, followed by the consent agenda of product approval applications recommended for approval, and conclude with product approval discussion items. Commissioner <b>Stone</b> will now present the entity approval applications and product approval applications on the consent agenda. Commissioner Stone...
<b>JC:</b>	<b>Jeff Blair</b> will now present the POC’s recommendations for product approvals with discussion and/or submitted public comments. Jeff...
	<ul style="list-style-type: none"> <li>➤ Introduce consent agenda for product approval recommendations that received no written public comment to the posted list.</li> <li>➤ Ask if any member of the public wishes to have any specific application(s) considered individually?</li> <li>➤ Ask if any Commissioner wishes to pull any product(s) for individual consideration.</li> <li>➤ Motion to approve consent agenda, as presented or amended.</li> <li>➤ Individual consideration of balance of product applications (those pulled and those that received written public comment and were not on the consent agenda).</li> </ul>

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ATTACHMENT O  
SAMPLE TAC CODE MODIFICATION REVIEW PROCESS

**TAC CODE MODIFICATION REVIEW PROCESS**  
**MARCH 2019 TAC MEETINGS**  
**2020 CODE UPDATE PROCESS—7<sup>TH</sup> EDITION, FLORIDA BUILDING CODE (2020)**

Proposed Code modifications to the Florida Building Code will be reviewed by the Commission's TACs in meetings conducted during the week of March 18-22, 2019. The TACs' recommendations regarding proposed Code modifications will subsequently be posted to the Commission's website for a minimum of 45 days and the public will be provided an opportunity to comment on the TACs' recommendations during this time-frame (second 45-day review period). The TACs will meet for a second time during the week of July 8-12, 2019 to review the public comments, and provide TAC comments to the Commission regarding whether the submitted comments address their concerns regarding their recommendations on proposed code modifications (TAC feedback on public comments to the Commission). In addition, the Residential Construction Cost Impact Workgroup will review the TACs' recommendations and provide comments regarding costs/impacts of the TACs' recommended modifications for approval relevant to the Residential Building Code (amendments identified as impactful). These comments will be incorporated into the TACs' consent agendas of recommendations.

The Commission will consider the TACs' recommendations concurrent with the August 12-13, 2019 Commission meeting, conduct rule development workshops on February 4, 2020 and April 7, 2020, and conduct a rule adoption hearing on the final version of the Code on June 8, 2020.

### **CODE MODIFICATION REVIEW AND CONSIDERATION PROCESS**

Facilitator will serve as moderator and assist with adopted process and groundrules.

- One person speaks at a time.
- Limit your comment and be concise.
- Comments are limited to a maximum of three-minutes (3) per person.
- Do not read lengthy prepared statements; Summarize and submit complete text of comment for the record.
- Offer new points and/or state agreement with previous speakers; Please do not repeat what has been stated.
- Chair/Facilitator may terminate a comment if it is repeating previous comments, and not simply stating agreement or offering new points.
- The TAC wants to hear all view-points to ensure all perspectives are considered, and not repeats of the same views.
  
- Facilitator will introduce each modification.
- Proponents of proposed modification will speak first.
- Opponents of proposed modification will follow proponents.
- Proponents/opponents will be allowed one (1) collective brief counterpoint opportunity to address any new point(s) raised by previous speakers(s), but only if they address new points specific to the comment(s) raised by the speaker(s) and if they provide new points. No repeating of previous comments/points.

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- ***Withdrawal of Proposal:*** A code modification proposal may be withdrawn by the proponent at any time prior to the TAC's consideration of that proposal.
- Standing motion to approve will be in effect.
- TAC will vote in favor of the Standing Motion to Approve (found on page 3) prior to considering proposed modifications.
- Findings Considered: rationale, Florida specific need, does not diminish requirements related to wind resistance or prevention of water intrusion, and fiscal impact data reviewed.
- Clarifying questions by TAC members only.
- Staff, proponent, or specified commenter will respond to TAC Member's questions.
- Once a motion (second to the standing motion) is on the floor, discussion is limited to TAC members except as allowed by the Chair/Facilitator.
- **TAC Amendments.** TAC members should avoid spending time revising a code modification proposal, and instead TAC members should focus on providing a proponent with constructive comments for possible revision of their modification during the 2<sup>nd</sup> 45 - day review/comment period. This approach will ensure that consideration of modifications are completed within the time frame allocated for the meeting.
- Any TAC revisions (amendments) to proposed modifications: require additional public comment, and TAC analysis of findings, rationale, and fiscal impact.
- ***Amendments:*** Amendments to proposed Code modifications may be suggested by any person participating in the TAC meeting. The person proposing the amendment is deemed to be the proponent of the modification. All amendments must be written, unless determined by the Chair to be either editorial or minor in nature. The proponent of the amendment shall provide an electronic version in an editable format, and 20 hard copies to staff for distribution to the TAC.
- A proposed amendment shall not be considered by the TAC if it:
  - Is not legible;
  - Changes the scope of the original proposal; or,
  - Is not readily understood so that a proper assessment of its impact on the original proposal of the Code can be determined.
- **Rationale for No Affirmative Recommendation (NAR).** TAC members are encouraged to provide feedback regarding their reason for not approving a Code modification proposal.
- The standing motion to approve will be in effect, a second is required in order to vote for the modification—Only motions to approve may be considered.
- Motions to deny are not allowed by Commission Rules.
- If a modification does not receive a second it will be deemed to have received no affirmative recommendation.
- All modifications must be voted on individually.
- Motions require a two-thirds (67%) favorable vote for approval; those with less than a two-thirds favorable vote, are deemed to have received no affirmative recommendation.
- In order for a Technical Advisory Committee to make a favorable recommendation to the Commission, the proposal must receive a two-thirds vote of the members present at the Technical Advisory Committee meeting and at least half of the regular members must be present in order to conduct a meeting. [Section 553.73 (3) (b), F.S.]

## STANDING MOTION TO APPROVE MODIFICATIONS TO THE FLORIDA BUILDING CODE

Facilitator will read the following motion, ask for a motion and second to approve, and the TAC will then vote in favor.

**Move to recommend approval of the proposed modifications by the Technical Advisory Committee (TAC) based on the following findings [Section 553.73 (9)(a) and (9)(b), F.S.]:**

- G. The modification is needed in order to accommodate the specific needs of this state; and
- H. The modification has a reasonable and substantial connection to the health, safety, and welfare of the general public; and
- I. The modification strengthens or improves the Florida Building Code, or in the case of innovation or new technology, will provide equivalent or better products or methods or systems of construction; and
- J. The modification does not discriminate against materials, products, methods, or systems of construction of demonstrated capabilities; and
- K. The modification does not degrade the effectiveness of the Florida Building Code; and
- L. The modification has the following fiscal impact:
  - 1. The fiscal impact of enforcement imposed upon local government is as indicated by the proponent.
  - 2. The fiscal impact of compliance imposed upon building and property owners is as indicated by the proponent.
  - 3. The fiscal impact of compliance imposed upon industry is as indicated by the proponent.
  - 4. The fiscal impact of compliance imposed upon small business is as indicated by the proponent (no impact or as specified by the proponent).
- G. The modification's benefits noted with regard to fiscal impact and efficacy outweigh the costs imposed.
- H. The modification does not diminish requirements related to wind resistance or prevention of water intrusion contained in the Code or its referenced standards and criteria.



FLORIDA BUILDING COMMISSION  
REPORT AND RECOMMENDATIONS TO THE 2019 LEGISLATURE



**FLORIDA  
BUILDING  
COMMISSION**  
"STRONGER CODES THROUGH SCIENCE AND CONSENSUS"



## I. EXECUTIVE SUMMARY AND RECOMMENDATIONS

**MEETINGS.** During the reporting period of July 1, 2017 – June 30, 2018 (fiscal year 2017 – 2018) the Commission conducted six on-site meetings and 5 teleconference participation meetings. During the period the Commission conducted on-site meetings in Deerfield Beach, Tallahassee, Stuart, Jacksonville, Lake Mary, and Altamonte Springs.

**OVERVIEW.** The primary focus of the Florida Building Commission during the reporting period was completing adoption of the Florida Building Code, Sixth Edition (2017), which became effective December 31, 2017, and initiation of the development of the 7<sup>th</sup> Edition (2020) Florida Building Code.

The 2017 Legislature enacted amendments to Section 553.73, F.S. with regard to the triennial Code update and amendment process. Specifically, the Commission is no longer required to adopt the most recent version of the Model Codes (I Codes) as the foundation for the updated Florida Building Code, and instead the triennial update process now requires the Commission to review the Model Codes and then decide which provisions are needed to accommodate the specific needs of this State (Florida), with the exception that the Commission is required to adopt provisions required to maintain eligibility for federal funding and discounts for NFIP, FEMA, and HUD programs. In summary, the change in the Code update process reflects that the Florida Building Code, 6<sup>th</sup> Edition (2017) will serve as the “base code” for the 2020 Code Update Process.

At the October 10, 2017 meeting the Commission initiated the 2020 Code Update Process by voting to select the 2018 International Codes and 2017 NEC for review in the development of the 7<sup>th</sup> Edition (2020) Florida Building Code. The Commission’s TACs will meet in June of 2018 to review the changes to the I Codes, and subsequently make recommendations to the Commission regarding any changes that are needed to accommodate the specific needs of this State.

The Commission implemented the required changes to Section 553.73, F.S. by amending Rule 61G20-2.002 (Statewide Amendments to the Florida Building Code), F.A.C. to reflect the changes to the Code update process. The Commission conducted a rule development workshop on August 8, 2017 to amend Rule 61G20-2.002, F.A.C., for the purpose of implementing the provisions of HB 1021 regarding some of the Commission’s processes for developing the Florida Building Code. The revisions include providing a definition of “amendment”, providing the purposes for which the Commission may amend the Florida Building Code, providing the process and requirements for submitting proposed amendments to the Florida

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Building Code, reflecting the two-thirds favorable voting threshold requirement for TACs' to recommend approval of proposed Code amendments, reflecting the favorable voting threshold requirement for the Commission to approve proposed Code amendments, providing the publication timelines for consideration of proposed amendments by TACs and the Commission, and the minimum timeline for when the Code can become effective after the Commission files the amended Code. At the conclusion of the Workshop the Commission voted unanimously to implement changes to Rule 61G20-2.002 as drafted by staff with authorization for staff to make scoping revisions based on public and Commissioner comments, and to leave the rule open and subject to comment for ten additional days prior to publishing the Notice of Proposed Rule. At the October 9, 2018 meeting the Commission conducted a second rule development workshop and after considering public comment, the Commission voted unanimously to implement the changes to Rule 61G20-2.002 and the associated forms as presented by staff, incorporating all approved amendments, authorizing staff to make editorial changes as needed, authorizing the Department of Business and Professional Regulation to publish a Notice of Proposed Rule, and to delegate authority to Thomas Campbell to sign rulemaking documents on behalf of the Chairman of the Florida Building Commission.

On December 6, 2017 the Florida Association of American Institute of Architects, Inc. (FAAIA) filed a rule challenge to the Commission's adoption of Rule 61G20-2.002 (Statewide Amendments to the Florida Building Code) regarding the Code Update Process for development of the 7<sup>th</sup> Edition (2020) Florida Building Code. The FAAIA challenged the Rule as invalid based on their belief that the Rule is an invalid exercise of the Commission's delegated authority regarding implementation of the triennial update process for the Florida Building Code. On February 15, 2018 the Administrative Law Judge (ALJ) assigned by the Division of Administrative Hearings (DOAH) ruled that the challenged provisions of Rule 61G20-2.002(2) are a valid exercise of delegated authority as to the objections raised, and the Petition was dismissed. As a result of the ruling the Commission filed the Rule for adoption and it became effective March 27, 2018. Subsequently, the FAIA filed an appeal to the District Court of Appeal. The Commission will proceed with the Code update process per the Commission's adopted 2020 Code Update Scope of Work and Workplan/Schedule.

Entering its twentieth year, the Commission is focused primarily on the maintenance of existing processes and programs, while continuing to work with stakeholders to enhance the effectiveness of the Florida Building Code System by continuously monitoring, evaluating and refining the System.

**PROCESS.** During the reporting period the Commission continued their focus on consensus-building efforts regarding the implementation of Commission policy, with extensive input from building construction industry stakeholders and interests affected by Commission policy. Commission Chair Richard Browdy, Acting Chair Jim Schock, and current Chair Jay Carlson encouraged and led the Commission's consensus-building efforts supported by DBPR. To this end, the Commission convened two special issue projects in collaboration with impacted building construction industry stakeholders.

**RESEARCH—SCIENCE BASED HURRICANE AND CODE PROTECTIONS.** The Florida Building Commission has continuously assessed building systems and component failures identified after major storms since its inception in 1998, and in response has funded research to strengthen the Code's effectiveness against wind and water intrusion based on these assessments. Assessments subsequent to the implementation of the Florida Building Code indicate that the research based design wind speeds required by the Code's enhancements were adequate, and buildings built to the new Florida Building Code experienced less severe damage than did older buildings not built to the Florida Building Code.

The Code establishes minimum requirements to protect newly constructed buildings from wind, rain, flood and storm surge based on well-researched and continually-evolving engineering standards for buildings and the products that go into their construction. In addition to conducting research, developing state of the art hurricane resistance standards and integrating those standards in the Code at each revision cycle, the Commission seeks to be up-to-date with current national engineering and product standards within the Code. As with each subsequent version, the Florida Building Code, Sixth Edition (2017) maintains this commitment.

The Commission has been funding hurricane resistance research based on legislatively approved spending authority since the formation of the Commission's Hurricane Research Advisory Committee in January of 2005. The Commission currently funds research projects pertaining to hurricane resistance and other Code related topical areas to ensure the development of code amendments that make Florida's structures, and the products that comprise them, more resistant.

During the reporting period—based on recommendations from the Commission's technical advisory committees (TACs)—the Commission approved the funding of research projects for fiscal year 2017 - 2018 as recommended by the TACs' chairs on the basis that the approved projects met the three criteria for funding: 1.) definition of research and/or technical enrichment, 2.) urgency/immediacy, and needed for the 2020 FBC and/or legislative directive, and 3.) funding available (full or partial); and were approved for funding based on the TAC chairs' recommendations, and staff administering and overseeing the research, and negotiating scoping and contracting as appropriate.

As a result of evaluating proposed research projects in the context of the key evaluation criteria, the Commission sponsored important research projects on the following topics: a study on the impact of code issues on property insurance rates; an evaluation of cost impact and benefit of 2018 prescriptive Code changes; a workshop on the evaluation of the cost impact of prescriptive Code changes; a comparison of the 6<sup>th</sup> Edition Florida Building Energy Code with IECC 2018 and ASHRAE 90.1-2016; a study to evaluate the impact of code updates and the ISO, BCEGS and insurance premiums and a qualifier that would identify electrical requirements specifically; residential air leakage testing and mechanical ventilation verification study; energy impact of dehumidifier location study; a cost impact study on decking systems in reference to the roofing diaphragms and costs to the consumer; and, a research project on Chapter 233 residential facilities requirements.

Finally, during the reporting period the Commission continued its commitment to evaluating and amending the Code as needed based on storm damage investigations, and at the October 9, 2017 meeting received a briefing from the University of Florida (UF) regarding preliminary assessments of the impact of Hurricane Irma on the State pursuant to the scope of an ongoing contract with DBPR/FBC. In addition, based on the briefing the Commission voted to authorize DBPR staff to develop a project scope based on Commissioner and public comments provided during the meeting for a Phase II formal damage assessment regarding the impacts of Hurricane Irma and the effectiveness of the Florida Building Code. This was implemented pursuant to the Commission's direction, and the Phase II investigation was initiated.

At the April 30, 2018 Teleconference the Commission received an update regarding Phase II of Hurricane Irma Damage by receiving a presentation titled: Phase II – Damage Investigation Following Hurricane Irma in Florida – Interim Report.” Finally, at the June 12, 2018 meeting the Commission voted to accept the presentation from UF titled: “Survey and Investigation of Buildings Damaged by Category III, IV, and V Hurricanes in FY 2017-2018.” Of interest, the report concluded that all indications suggest houses built to the Florida Building Code perform better than those that were not built to the FBC, and in all categories.

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**CODE UPDATE.** Florida law requires the Commission to update the Florida Building Code every three years, and the Florida Building Code, 6<sup>th</sup> Edition (2017) represented the fifth update of the Code. The update process was based on the code development cycle of the national model building codes, which served as the “foundation” codes for the Florida Building Code. The Code update process included integration of the Florida Energy Efficiency Code for Building Construction (FEECBC) and the International Energy Conservation Code (IECC) maintaining the efficiencies of the FEECBC. The implementation of the Florida Building Code, 6<sup>th</sup> Edition (2017) ensured that Florida’s Energy Code efficiencies were maintained as required.

The 2020 Code Update process will reflect changes pursuant to 2017 legislation and now requires that the Commission shall adopt an updated Florida Building Code every 3 years through review of the most current updates of the International Building Code, the International Fuel Gas Code, International Existing Building Code, the International Mechanical Code, the International Plumbing Code, and the International Residential Code, and the National Electrical Code. At a minimum, the commission shall adopt any updates to such codes or any other code necessary to maintain eligibility for federal funding and discounts from the National Flood Insurance Program, the Federal Emergency Management Agency, and the United States Department of Housing and Urban Development. The Commission shall also review and adopt updates based on the International Energy Conservation Code (IECC); however, the commission shall maintain the efficiencies of the Florida Energy Efficiency Code for Building Construction. In summary, the Florida Building Code, 6<sup>th</sup> Edition (2017) will serve as the “base code” for the 2020 Code Update Process.

At the October 9, 2017 meeting the Commission conducted a Rule Development Workshop for Rule 61G20-2.002 (Statewide Amendments to the Florida Building Code), and voted unanimously to implement the changes to Rule 61G20-2.002 and the associated forms in conformance with the relevant changes to Section 553.73, F.S.

At the October 10, 2017 meeting the Commission initiated the 2020 Code Update process by voting to select the 2018 International Codes and 2017 NEC for review in the development of the 7<sup>th</sup> Edition (2020) Florida Building Code. The process will conclude when the 7<sup>th</sup> Edition (2020) Florida Building Code becomes effective on December 31, 2020. Following is a table reflecting the key tasks and associated schedule for the 2020 Code Update Process:

<b>FLORIDA BUILDING CODE, 7<sup>TH</sup> EDITION (2020) DEVELOPMENT SCHEDULE</b>	
<b>KEY TASKS</b>	<b>SCHEDULE</b>
Commission selects 2018 I Codes “model codes” and 2017 NEC to conduct its review.	October 10, 2017
TACs review the changes to the I Codes and make recommendations to the Commission regarding those changes that are needed to accommodate the specific needs of this state.	June 8-22, 2018
Commission considers TACs’ recommendations regarding the latest changes to the model codes that are needed to accommodate the specific needs of this state.	October 8, 2018
TACs consider proposed modifications (1 <sup>st</sup> 45 day comment period)	March 18-21, 2019
Commission considers TAC’s recommendations (2 <sup>nd</sup> 45 day comment period).	August 12-13, 2019
Commission conducts rule development workshop on the Commission’s package of approved Code modifications for the 7 <sup>th</sup> Edition (2020) FBC.	February 4, 2020 April 7, 2020

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Final rule adoption hearing on 7 <sup>th</sup> Edition (2020) Florida Building Code— Commission approves final version of the Code.	June 8, 2020
Florida Building Code, 7 <sup>th</sup> Edition (2020) Effective Date.	December 31, 2020

In addition, at the April 10, 2018 meeting the Commission voted to approve the Scope of Work for the development of the 7<sup>th</sup> Edition (2020) Update to the Florida Building Code, and to adopt the TAC I-Code Changes review process.

During the period ranging from June 8, 2018 through June 22, 2018 ten of the Commission’s technical advisory committees met to evaluate and provide recommendations to the Commission regarding which, if any, 2018 I-Code changes the Commission should incorporate into the 7<sup>th</sup> Edition (2020) FBC. The Commission will consider the TACs’ recommendations on October 8 - 9, 2018 pursuant to the procedures provided in Rule 61G20-2.002, and in conformance with the Commission’s adopted 7<sup>th</sup> Edition (2020) Code Update Development Workplan/Schedule.

Finally, using its authority granted in 2014 to interpret the Florida Accessibility Code for Building Construction (FACBC), the Commission to date has issued five interpretations regarding petitions for declaratory statements on the Accessibility Code.

**ENERGY CODE INITIATIVES.** During the reporting period, the Commission voted to certify that the commercial building provisions of the proposed Florida Building Code, 6<sup>th</sup> Edition (2017), Energy Conservation, will meet the 2013 edition of the Energy Standard for Buildings, Except Low-Rise Residential Buildings, American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)/ Illuminating Engineering Society of North America (IESNA) Standard 90.1, as referenced by the 2015 International Energy Conservation Code, for buildings other than low-rise residential.

In addition the Commission voted to approve Energy Code Compliance Software as follows:

- To conditionally\* approve Energy Code Compliance Software update for the 5<sup>th</sup> Edition (2014) Florida Building Code, Energy Conservation, specifically Right-Suite Universal 2017 (using Right-Energy Florida 2014) for demonstrating compliance with residential building energy requirements for single-family houses.
- Energy Code Compliance Software for the 6<sup>th</sup> Edition (2017) Florida Building Code, Energy Conservation, specifically, EnergyGauge USA 6.0 for demonstrating compliance with residential building energy requirements.
- To conditionally approve Energy Code Compliance Software for the 6<sup>th</sup> Edition (2017) Florida Building Code, Energy Conservation, specifically Right-Suite Universal 2017 (using Right-Energy Florida 2017) for demonstrating compliance with residential building energy requirements for new construction, single-family houses.
- COMcheck Version 4.0.8.0 Florida Review for demonstrating compliance with commercial building energy requirements for the 6<sup>th</sup> Edition (2017) Florida Building Code, Energy Conservation.
- To conditionally approve Energy Gauge Summit 6.0 for demonstrating compliance with commercial building energy requirements for the 6<sup>th</sup> Edition (2017) Florida Building Code, Energy Conservation.
- Energy Code Compliance Software for the 6<sup>th</sup> Edition (2017) Florida Building Code, Energy Conservation, specifically REScheck version 4.6.5.0 Florida for demonstrating compliance with residential building energy requirements.
- To conditionally approve Energy Code Compliance Software for the 6<sup>th</sup> Edition (2017) Florida Building Code, Energy Conservation, specifically EnergyGauge USA Version 6.0.02 software for demonstrating

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compliance with residential building energy requirements, conditioned on the vendor (FSEC) correcting the program consistent with DBPR staff's written comments, public comments provided during the meeting as appropriate, and staff working with the vendor on reviewing and addressing as needed, the written public comments linked to the Commission's Agenda. In addition, the approval is limited to the Prescriptive compliance method, and the Energy Rating Index alternative compliance method.

- To conditionally approve Energy Code Compliance Software for the 6<sup>th</sup> Edition (2017) Florida Building Code, Energy Conservation, specifically Right-Suite Universal 2018 using its Right-Energy 2017 module for demonstrating compliance with residential building energy requirements for new construction, single-family homes using the Energy Rating Index compliance method, conditioned on the vendor (Wrightsoft Corporation) correcting the program consistent with FSEC's comments, and staff working with the vendor on reviewing and addressing the comments as needed. In addition, the conditional approval is limited to the Energy Rating Index compliance method.

\* *Conditional approvals revert to approvals once the conditions of approval are met.*

**PRODUCT APPROVAL.** The product approval system is an internet-based system operated and administered by the Department of Business and Professional Regulation. Since January 1, 2014 DBPR staff has been administering the Product Approval System, and stakeholders report a high level of satisfaction with DBPR staff's administration of the System.

The Product Approval system efficiently processes hundreds of applications monthly. The Commission's Product Approval Program Oversight Committee (POC) convenes prior to every Commission meeting to review product and entity applications, address petitions for declaratory statements and consider enhancements to the product approval system. Since the system went into effect in October 2003, the Commission has approved 30,383 product applications and 133,507 products for statewide use within limitations established by the approvals. In addition, the total number of product approval applications approved to the 2017 Code is 3,759, the total number of products approved to the 2017 Code is 15,251, and the total number of entities approved to the 2017 Code is 125.

**EDUCATION.** Education is one of the cornerstones of the Building Code System, and the effectiveness of the Building Code depends on the knowledge of professionals who design and construct buildings. The Commission continues to work with the Department of Business and Professional Regulation and representatives of the licensing boards to establish a cooperative system for approving building code courses and integrating building code continuing education into licensing requirements. In collaboration with the System Administrator and stakeholders, the Commission is working to ensure the accountability and efficacy of the Education System. During the reporting period the Commission continued to efficiently review and approve course and accreditor applications.

**LIGHTNING PROTECTION WORKGROUP PROJECT.** The Lightning Protection Workgroup was appointed by Chairman Browdy during 2017 and convened in 2018. The scope of work and purpose of the Lightning Protection Workgroup was to provide consensus recommendations to the Florida Building Commission regarding whether lightning protection requirements should be included in the future update to the Florida Building Code; and if yes, to provide recommended code change language that takes into consideration available lightning protection standards and technologies. The Workgroup met on January 18, 2018 and February 12, 2018 and in the process identified key issues regarding lightning protection standards, reviewed member submitted options regarding lightning protection standards for the Florida Building Code, identified additional options, and acceptability rated all of the proposed options. There were no options that achieved a consensus level of support, and as a result there are no recommendations for changes. It should be noted that

the Status Quo achieved the highest level of support, and remains the requirement in the Florida Building Code.

**RESIDENTIAL CONSTRUCTION COST IMPACT WORKGROUP.** The Workgroup was convened in 2018 at the request of residential construction stakeholders in order to provide the technical advisory committees (TACs) and Commission with information regarding the cost of changes to the International Residential Code (IRC) and proposed modifications to the updated Code. The Workgroup's first task was to provide recommendations regarding the 2018 IRC and proposed modifications to the 6<sup>th</sup> Edition (2017) Florida Building Code for development of the 7<sup>th</sup> Edition (2020) Florida Building Code.

**BINDING INTERPRETATION PROCESS.** The Commission coordinates with the Building Officials Association of Florida (BOAF) on appointments to the Binding Interpretation Panel. The Panel consists of seven members charged with hearing requests to review decisions of local building officials. The Panel has heard 19 binding interpretations regarding the Florida Building Code to date.

**LEGISLATIVE ASSIGNMENTS.** The 2017 Florida Legislature through the passage of SB 1634 now 2017-97 Laws of Florida, HB 1021 now 2017-149 Laws of Florida, and HB 241 now 2017-52 Laws of Florida charged the Commission with a number of assignments impacting the Florida Building Code System. In response, the Commission worked with stakeholders and affected interests to address each of the legislative assignments through facilitated processes yielding consensus-based recommendations and Commission decisions. All of the 2017 Legislative assignments were implemented timely, and the Commission's specific actions on assignments that were not completed in time for inclusion in the 2017 Annual Report are summarized below:

*Action Required:* In addition to the actions required to amend the Florida Building Code, Sixth Edition (2017), 2017-149, Laws of Florida (HB 1021) and 2017-97, Laws of Florida (SB 1634) required the Commission to amend the Florida Building Code, 5<sup>th</sup> Edition (2014) to incorporate specific Legislative Code changes.

*Status:* The Commission posted the required amendments to the Building Code Information System (BCIS) for enforcement by Building Officials, in order to implement the provisions.

*Action Required:* 2017-149, Laws of Florida (HB 1021) required the Commission to change some of their processes for developing the Florida Building Code.

*Status:* The Commission conducted rulemaking to update rules 61G20-2.001, Commission Organization and Operations, and 61G20-2.002, Statewide Amendments to the Florida Building Code, to implement these changes.

**RECOMMENDATIONS.** Monitoring the building code system and determining refinements that will make it function better is a primary responsibility of the Commission, and consequently the Commission is continually effecting refinements to the building code system by administrative rule amendment(s) where the statutes provide authority. However, the building code system is established in law, requiring that some refinements must be implemented through changes to law.

In general the Commission works with building construction industry stakeholders to build consensus on legislative assignments and on modifications to the Florida Building Code, and relies on industry groups to take the lead in proposing specific legislation to implement proposed changes to statute.

The Commission's consensus developed recommendations for statutory changes designed to improve the system's effectiveness are developed in collaboration with industry stakeholders, who generally take the lead



on initiating any specific legislative proposals. The Commission has no specific recommendations for 2019 Legislative actions for the period of July 1, 2017 – June 30, 2018.

## FLORIDA BUILDING CODE SYSTEM SURVEY

Please complete survey by Friday, December 10, 2010

Survey Web-link Address: <http://consensus.fsu.edu/fbc-system-survey/index.html>

Name: \_\_\_\_\_ Your Affiliation/Interest: \_\_\_ Da

Ranking Scale: ⑤=Very well to ①=Less well

### Survey Purpose

The purpose of this survey is to gauge your overall evaluation of how well the Florida Building Code System, and the various components of the system are functioning. The survey responses will be compiled and shared without attribution.\* The results of the survey will be reviewed by the Florida Building Commission's Building Code System Assessment Ad Hoc Committee and in addition to public workshops and comment opportunities will serve as an important component of the issues and options considered by the Commission for enhancements to the System.

*\*The actual comments will be shared but not who provided them.*

### I. THE FLORIDA BUILDING CODE AND THE CODE DEVELOPMENT PROCESS

How well is the Florida Building Code and Code development process working?

Very Well		Less Well		
5	4	3	2	1

1. What is working well with the Florida Building Code and Code the development process?

2. What is not working well with the Florida Building Code and the Code development process?
  
3. What are your specific recommendations to enhance the Florida Building Code and the Code development process?

## APPENDIX A

### PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
  - (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
  - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials. **(See Section A)**
  - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
  - (d) "Response" means the material submitted by the respondent in answering the solicitation.
  - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials. **(See Section A)**

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
  - an electronic signature on the response, generally,
  - an electronic signature on any form or section specifically calling for a signature, and
  - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**NOTE: This section is superseded by a condition in Section A. Electronic submission of proposals/bids is not required and will not be accepted.**

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
  - Technical Specifications,
  - Special Conditions,
  - General Instructions to Respondents (PUR 1001),
  - General Conditions (PUR 1000), and
  - Introductory Materials.

The Buyer 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, shall be grounds for rejecting a response. **NOTE: This section is superseded by a condition in Section A.**

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer 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 the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions. **NOTE: This section is superseded by a condition in Section A.**

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. 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.

7. **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 on a contract to provide any goods or services to a public entity;
  - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submitting bids on leases of real property to a public entity;
  - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
  - transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
  - submit a bid on a contract to provide any goods or services to a public entity;

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- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submit bids on leases of real property to a public entity;
  - be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
  - transact business with any public entity.
9. **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 with its response a written explanation of why it cannot do so).
- 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 the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), 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 the State.
  - 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 the Buyer 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 bid.
  - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
10. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturer's names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.
11. **Performance Qualifications.** The Buyer 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, the agency shall consider all information and evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, 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 the Buyer 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, the Buyer 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 the Buyer to make an investigation either before or after award of the contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all contract requirements.

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12. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD). **NOTE: This section is superseded by a condition in Section A.**
13. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <http://vbs.myflorida.com>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone. **NOTE: This section is superseded by a condition in Section A.**
14. **Firm Response.** The Buyer 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 the Buyer awards the contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected. **NOTE: This section is superseded by a condition in Section A.**
15. **Clarifications/Revisions.** Before award, the Buyer 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.
16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the contract. The Buyer 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.
18. **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 the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
19. **Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to public records, and Section 119.011, Florida Statutes, provides a broad definition of 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.
20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
21. **Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

(PUR 1001 (10/06) – 60A-1.002(7), F.A.C.)

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## APPENDIX B

### PUR 1000 – GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
  - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the contract will be the Customer and Contractor.
  - (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the contract. The "Customer" may also be the "Buyer" as defined in PUR 1001 if it meets the definition of both terms.
  - (c) "Product" means any deliverable under the contract, which may include commodities, services, technology or software.
  - (d) "Purchase order" means the form or format a Customer uses to make a purchase under the contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Any discrepancy between the contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes. **NOTE: This section is superseded by a condition in Section A, only if the contract award is equal to or greater than \$65,000.**
3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
  - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the contract. State Customers shall document their files accordingly.
  - (b) Best Pricing Offer. During the contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the contract, but upon the same or similar terms of the contract, then at the discretion of the Customer the price under the contract shall be immediately reduced to the lower price.
  - (c) Sales Promotions. In addition to decreasing prices for the balance of the contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
  - (d) Trade-In. Customers may trade-in equipment when making purchases from the contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
  - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the contract would result in a substantial loss.
5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with contract requirements and to determine whether they are adequate and suitable for proper and effective contract performance.

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8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for contract cancellation and Contractor suspension.
12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. **Invoicing and Payment.** Invoices shall contain the contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the contract.  
  
At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, CXML, or web-based invoice entry within the ASN.  
  
Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-5516 Monday

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through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the contract or purchase order.
17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the contract at no further expense to the Customer.
18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/recordsmgmt/scheduling.cfm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
23. **Termination for Cause.** The Customer may terminate the contract 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 contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. 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 Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the contract.
24. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the contract quantity, or (3) terminate the contract in whole or in part.
25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the contract. The Customer may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
27. **Purchase Order Duration.** Purchase Orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contracts term to be considered timely. The Contractor is obligated to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency term contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order.

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However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of performance of services shall not exceed the expiration date of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the contract without prior written approval from the Customer, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the contract, or under any purchase order issued pursuant to the contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the contract with prior written notice to Contractor of its intent to do so.
30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the contract.
31. **Dispute Resolution.** Any dispute concerning performance of the contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United State, State of Florida and Customer in performance of the contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.
34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

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35. **Insurance Requirements.** During the contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida. **NOTE: This section is superseded by a condition in Section A.**
36. **Warranty of Authority.** Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.
37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the contract.
38. **Notices.** All notices required under the contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(6), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the contract the person, firm, or other business entity carrying out the provisions of the contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.
41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org/>.
42. **Modification of Terms.** The contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
- State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
46. **Execution in Counterparts.** The contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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47. **Severability.** If a court deems any provision of the contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
48. **Special Conditions.** Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

(PUR 1000 (10/06) – 60A-1.002(7),F.A.C.)