

**REQUEST FOR PROPOSAL (RFP)**  
*for*  
**KIRK MEMORIAL AUDITORIUM TECHNOLOGY UPGRADE**



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

*Do More. Be More. Achieve More.*

PURCHASING DEPARTMENT  
FLORIDA SCHOOL FOR THE DEAF AND THE BLIND  
207 N. SAN MARCO AVENUE  
ST. AUGUSTINE, FL 32084  
PHONE (904) 827-2294  
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[WWW.FSDB.K12.FL.US](http://WWW.FSDB.K12.FL.US)

February, 2016

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The Florida School for the Deaf and the Blind (FSDB) invites you to qualify to bid for minor projects on its campus by participating in a sealed competitive solicitation. The contract(s) to be let will be for a term of one (1) year and FSDB intends to award contracts to multiple firms for purposes of obtaining competing quotations for individual minor projects on an as needed basis. After firms have been evaluated, based on their written qualifications, contracts will be offered to the three (3) firms with the highest scores. Planned projects to be completed under this solicitation are estimated to be no more than \$195,000.00.

Companies or individuals intending to submit a response shall e-mail the Contract Administrator indicating their intent to submit a response and shall indicate their agreement that solicitation correspondence shall be conducted electronically, by e-mail.

**PLACE FOR RECEIVING RESPONSES:**

Responses may be hand delivered or mailed and must be received no later than **9:45AM on March 21, 2016**. Responses will be received at:

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

*Time of arrival for response deliveries shall be determined by the time of arrival at the FSDB Campus Police Security Check Point.*

**DATE, TIME AND PLACE FOR RESPONSE OPENING:**

Responses will be opened on the date and time specified in the Timeline, in the Conference Room, Building #27 Hogel Maintenance, The Florida School for the Deaf and the Blind, 207 North San Marco Ave. St. Augustine, FL. 32084. **ATTENDANCE OF RESPONDENTS IS MANDATORY.** Respondents must be available for questions from the Selection Committee during the opening and review process. Please arrive in ample time to allow for security clearance processing and conveyance through the FSDB campus. *Time of arrival for meeting attendance shall be determined by the time of arrival at the FSDB Campus Police Security Check Point.*

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

**SEALED RESPONSES:**

Responses shall be received by the opening date, sealed in an envelope and marked as follows in the lower left corner:

Attention: Charles Meyers, Contract Administrator  
Sealed Response FROM: [COMPANY NAME], for: RFP-16-003  
DO NOT OPEN PRIOR TO: 10:00AM on March 21, 2016

**CONTACT PERSON:** Charles Meyers, 904-827-2294, [meyersc@fsdb.k12.fl.us](mailto:meyersc@fsdb.k12.fl.us)

**SPECIAL ACCOMMODATIONS:**

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

Certified Minority Business Enterprises are encouraged to participate in the Competitive Solicitation process.

## TIMELINE

Activity	Date	Time
Bid Package Promulgated	02/05/16	
Selection Committee Designated	02/05/16	
Advertisement Open	02/05/16	
Advertisement Close	03/07/16	
Question Submission Deadline	03/11/16	2:00 PM
Answers Issued as Addendum	03/16/16	
Bid Submission Deadline	03/21/16	9:45 AM
Bid Opening	03/21/16	10:00 AM
Selection Committee Review	03/21/16	
Results Notification	03/21/16	
Intent to Award Advertisement Open	03/21/16	
Intent to Award Advertisement Close	03/24/16	
Agreement Draft, Review, Execution	03/25/16	
Contract term begins*	04/08/16	
<i>*Or date of execution, whichever is later</i>		

## PROJECT DESCRIPTION/SPECIFICATIONS:

### KIRK MEMORIAL AUDITORIUM TECHNOLOGY UPGRADE

#### SCOPE OF WORK

The work to be completed under this contract generally includes, but is not limited to, the following:

The purpose and intent of this Request for Proposals (RFP) is to establish a contract with a qualified Vendor for the purchase and installation of equipment needed for the upgrade of Audio, Lighting, and Rigging equipment for the Kirk Memorial Auditorium at the Florida School for the Deaf and the Blind. Contractor shall provide all labor, tools, materials, equipment (installed), and resources as may be required to complete this project in accordance with the specifications, scope of work, and terms and conditions as stated in this RFP. The Contractor is responsible for examining the requirements including any measurements needed to complete this project. Contractors must satisfy themselves as to the exact nature and existing conditions of work areas and requirements of specifications for extent and quality of work to be performed. Failure to do so will not relieve the successful Contractor of their obligation to carry out the provisions of the contract. Cleanup of work area shall be conducted by the Contractor. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items regularly furnished or required for completion of services. Personnel skilled in their respective trade shall execute all work. Contractor shall also provide training of operation, equipment testing, and warranty support for the installed components in accordance with the specifications stated herein. Contractor shall remove the existing defected equipment in the auditorium and turn the equipment in to the FSDB Project Manager or designee. Contractor shall deliver and install equipment to be free from defects in material and workmanship.

Where a definite product is specified, it is not the intention of FSDB to discriminate against any approved equal product of another manufacturer, but it is intended that a definite standard be established. The determination as to whether any alternate product is or is not equal shall be made by FSDB and such determination shall be final and binding on all bidders. Alternatives will be considered. Any deviations from the specifications must be explained in detail: otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful bidder will be held responsible therefore. Manufacturer specification sheets must be enclosed with your bid to receive consideration if alternatives "or equals" are bid. This does not countermand any requests for submittals. FSDB reserves the right to modify the scope of this project to reflect available funds.

## Sample Project Scope for Bid Purposes

### A. Provision and Installation of Stage Track and Rigging

1. Furnish and install forty (40) linear feet of Schedule 40 (1.5 inch) Black Steel Pipe with rigging.
2. Furnish and install three (3) pairs of Schedule 80 Vertical Wall Pipe (1.90 inch) side lighting pipes along off stage walls.
3. Hang/Install AGENCY furnished 20'x40' cyclorama curtain.
4. Lower three (3) existing Front of House battens/electrics to provide a better vantage point and reinforce for more weight.

### B. Provision and Installation of Stage Lighting, Dimming, and Control

1. Furnish and install ETC ION 1000 Light board and ELO Touch Screen Model # 1919L iTouch monitors.
2. Furnish and install six (6) Chroma-Q- Color Force 72" RGBA Black LED Cyclorama lights.
3. Furnish and install twelve (12) Selador Vivid-R CE 21" LED LED Wash lights.
4. Furnish and install ten (10) Chauvet Rogue R2 spot LED Profile lights.
5. Furnish and install four (4) Chauvet Rogue RH1 Hybrid Long throw Intelligent Lights for Front of House.
6. Furnish and install ten (10) Source Four Series 2 fixed LED Ellipsoidal Reflector Spotlight (ERS) bases.
7. Reprogram the existing ETC Unison (v1.9.2.9.2.6) House Lighting control system to incorporate new equipment.

### C. Provision and Installation of Stage Sound Systems

1. Furnish and install six (6) Sennheiser EW 500-945 G3A handheld wireless vocal microphones and receivers.
2. Furnish and install six (6) Sennheiser EW 512 G33 A with MKE-2 Gold Lavalier wireless body pack transmitter and receivers with lapel microphones.
3. Furnish six (6) Countryman E2 W5T1-SR Earset Code 4 over the ear microphones for the new body packs.

### D. Troubleshooting and repair services

1. Troubleshoot, repair, or program existing OmniDrive BSS FDS-366T sound unit.
2. Troubleshoot and repair existing ETC SR48+ Sensor Dimmer Rack
3. Troubleshoot and repair an intermittent 60 Hz Cycle hum emanating from existing Crown Macro Tech 3600VZ amplifiers.

## GENERAL INSTRUCTIONS TO RESPONDENTS

**General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. **Companies or individuals intending to submit a response shall e-mail the Contract Administrator indicating their intent to submit a response and shall indicate their agreement that solicitation correspondence shall be conducted electronically by e-mail.**

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

**Questions.** Respondents shall address all questions regarding this solicitation to the Contract Administrator. Questions must be submitted by e-mail and must be **RECEIVED NO LATER THAN** the date and time indicated in the timeline. Questions shall be answered by e-mail and shall be made available to all respondents and shall be published as an addendum to all respondents simultaneously. Respondents shall not contact any other employee of FSDB or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the initial advertising source and the FSDB website for new or changing information. FSDB shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by FSDB's contracting personnel. Questions to the Contract Administrator or to any FSDB personnel shall not constitute formal protest of the specifications or of the solicitation.

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

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

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

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

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

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

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

- The respondent shall indemnify, defend, and hold harmless FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its response.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the response. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

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

**Performance Qualifications.** FSDB reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or 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 FSDB, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If FSDB determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, FSDB may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon FSDB to make an investigation either before or after award of the Contract, but should FSDB elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may attend, but are not required to attend. FSDB may choose not to announce prices or release other materials pursuant to §119.071(1)(b), F.S. Any person requiring a special accommodation because of a disability should contact the Contract Administrator at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact FSDB by using the Florida Relay Service at (800) 955-8771 (TDD).

**Notification and Advertisement.** Notification and advertisement is conducted pursuant to §255.0525, F.S. and may include but not be limited to: the Florida Administrative Weekly, DemandStar, FSDB Website, and the My Florida Market Place Vendor Bid System, and additional notifications and advertisements at the discretion of FSDB or as required by law.

**Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline, FSDB shall electronically post a notice of intended award at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with FSDB a notice of protest within 72 hours after the electronic posting. FSDB shall not provide tabulations or notices of award by telephone.

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

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

**Minor Irregularities/Right to Reject.** FSDB reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if FSDB determines that doing so will serve the State's best

interests. FSDB may reject any response not submitted in the manner specified by the solicitation documents.

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

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

**Public Records.** Article 1, §24, Florida Constitution, guarantees every person access to all public records, and §119.011, F.S., provides a broad definition of a public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**Protests.** Any protest concerning this solicitation shall be made in accordance with §120.57(3) and §287.042(2), F.S. and Chapter 28-110 of the F.A.C. Questions to the Contract Administrator shall not constitute formal notice of a protest. It is FSDB's intent to ensure that specifications are written to obtain the best value for the State and those specifications are written to ensure competitiveness, fairness, necessity, and reasonableness in the solicitation process.

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

§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 §120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S."

§28-110.005, F.A.C. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in §120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S."

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

**No Discrimination.** The successful firm shall not discriminate against any person in accordance with federal, state, or local law.

**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.

## STANDARD QUALIFYING DATA AND FORMS

### Qualified responses will meet the following conditions:

- (1) Submittal will include one (1) original and four (4) copies of the response along with a USB Thumb Drive containing a Portable Document Format (PDF) copy of the response.
- (2) Responses must arrive at the address no later than the time and date stated in the advertisement in order to be considered. Responses received after the scheduled receipt time will be marked "LATE" and filed, but will not be returned to the vendor. Facsimile (Fax) submittals are not acceptable and will not be considered.
- (3) The response must contain a manual signature and contact information (including email address) of an authorized representative of the responding firm.



- (4) FSDB is not liable for any costs incurred by the applicants associated with their response, participation, or the issuance of an executed contract. No information received will be returned.
- (5) Submittal document should respond to each item and be presented in a bound and tabulated binder organized in the order noted. Identify responses and data with the same paragraph notation and with tabs in the order requested by this RFP. Representative samples of related work may be submitted in a separate binder. The following shall be required as qualifying data:

Qualified responses will contain the following sections:

- A. **Letter of Interest & Contact Information** detailing the firm's qualifications to meet the reference selection criteria and the contact information (including email address) of the authorized representative of the responding firm who will sign the resulting agreement.
- B. **Experience Questionnaire and Contractor's Financial Statement**: Qualifying information and data should respond specifically to each item noted in the Experience Questionnaire and Contractor's Financial Statement (Appendix A).
- C. **Corporate Charter Registration & Professional Registration Certificates**: If the firm offering services is a corporation, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter. A reproduction of the firm's applicable current professional registration certificate(s) are required for the services offered and must be in the name of the firm offering said services. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered. A verification of the current status with the appropriate State Board may be made before the recommendation and approval of a firm's selection is finalized.
- D. **Location Map**: A printed Google Map (or equivalent) indicating directions and distance from respondent's main office to the Florida School for the Deaf and the Blind, 207 N. San Marco Avenue, St. Augustine, FL 32084.
- E. **APPENDIX B FORMS**: All forms located in Appendix B are to be completed and included herein.
- F. **Resumes Of Key Personnel**
- G. **Example Projects Which Best Illustrate Qualifications and Performance**
- H. **References**: Submissions will include at least three (3) references from prior clients within the past three years and shall include: project name, project location, project cost, project completion date, project description, and project owner representative name, title, phone and fax number, and email address.

## SELECTION PROCEDURES

**Schedule**: The FSDB Contract Administrator will determine the solicitation timeline and incorporate the schedule into the solicitation document.

**Advertisement**: The FSDB Contract Administrator ensures that the project is properly advertised pursuant to applicable Laws, Rules, and Regulations.

**Selection Committee**: The FSDB President will form the Selection Committee for the project.

**Selection Materials Preparation**: The Contract Administrator and Project Manager will prepare the Selection Evaluation Form. In preparing the Selection Evaluation Form, the Contract Administrator and Project Manager will list each applicant in alphabetical order and review each response for completeness and compliance with the instructions stated in the public announcement and the criteria established in the FSDB solicitation package. A copy of the Selection Evaluation form is at Appendix B.

**Qualification Screening:**

The FSDB Director of Purchasing, Contract Administrator, and Project Manager will open the responses at the appointed time and qualify each by examination. Utilizing the below checklist, the responses will be examined to ensure they are complete, accurate, and conform to the guidelines established in this solicitation document. Qualified submissions will be forwarded to the Selection Committee while unqualified submissions will be filed with a written explanation describing their deficiencies.

**Qualification Checklist**

- Submission received before deadline?
- Submission contains one (1) original, four (4) copies, and PDF on USB?
- Original contains manual signature and contact information?
- Submission document properly assembled and organized, to include:
  - Letter of Interest
  - Experience Questionnaire (Appendix A)
  - Corporate Charter Registration and Professional Registration Certificates
  - Location Map
  - Appendix B Forms
  - Resumes Of Key Personnel
  - Example Projects Which Best Illustrate Proposed Team's Qualifications and Performance
  - References

**Initial Screening:**

The FSDB Project Manager will convene the Selection Committee and brief all members on the scope of the project and the services required. The Selection Committee will review each submission in depth and rate the applicants in each of the following categories with a **Maximum of 100 Points Awarded as follows:**

**Location:** The proximity of the applicant (applicants with multiple offices shall list the office where the work will be performed) in relation to FSDB, based on the submitted Google Map. The Location Rating is objective and awards a **maximum of 10**, based on the indicated distance as follows:

Distance in Miles								
From	To	Score	From	To	Score	From	To	Score
0	20	10	51	60	6	91	100	2
21	30	9	61	70	5	101	110	1
31	40	8	71	80	4	111	+	0
41	50	7	81	90	3			

**Past Performance:** The past performance of each applicant will be subjectively evaluated and a relative rating assigned. The selection committee may ask questions of attending respondents who should be prepared to provide clarifying information. Past performance data on file with FSDB will be considered only for the past three years as of July 1 of the current year, except in cases where no performance data is on file for the applicant's firm in which case the references of the applicant will be evaluated. Members of the Selection Committee may take into consideration their own personal knowledge of a firm's past performance, but this must be documented in the selection file. **A grading range of 0-25 is used.**

**Experience and Ability:** The relative experience of all professionals proposed for use on the team in the planning, design and administration of the project, the abilities and qualifications of the applicant and proposed staff as related to the project's specific requirements, and their ability to accomplish the project. The selection committee may ask questions of attending respondents who should be prepared to provide clarifying information. The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be subjectively evaluated utilizing a **grading range of 0-30.**

**Base Price:** The base bid amount as calculated on the evaluation worksheet will be ranked from lowest to highest and a rating assigned accordingly. The Base Bid Amount is objective and awards a **maximum of 30**, based on the ranking from lowest to highest as follows:

RATING	Base Price Bid Ranking
30	Lowest Base Price Bid
25	Second Lowest Price Bid
20	Third Lowest Base Price Bid
15	Fourth Lowest Base Price Bid
10	Fifth Lowest Base Price Bid
5	Sixth Lowest Base Price Bid
0	All other Higher Base Price Bids

**Minority Business Enterprises (MBE):** It is the practice of Florida School for the Deaf and the Blind to encourage the maximum participation of Minority Business Enterprises (MBE) in its contract awards, based upon availability. Provide a letter and appropriate supporting documentation of MBE participation. An objective evaluation will be conducted and a **maximum of rating of 5** will be awarded based on the following:

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

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

---

<sup>1</sup> In accordance with the Eligibility Requirements promulgated by the State of Florida Department of Management Services and found at: [http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/certification/eligibility\\_requirements](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements)

BIDDERS EVALUATION FORM [TO BE COMPLETED BY OWNER]

FSDB BASE BID WORKSHEET							
TO BE COMPLETED BY OWNER	<b>A. PERSONNEL</b>						
	Trade:	Project Manager	Technical/ Engineer	Foreman	Journeyman	Helper	Laborer
	<i>Regular Hourly Rate</i>	\$	\$	\$	\$	\$	\$
	<i>Hours</i>	10	10	10	10	10	10
	<i>Contract Cost (Reg)</i>	\$	\$	\$	\$	\$	\$
	<i>Overtime Hourly Rate</i>	\$	\$	\$	\$	\$	\$
	<i>Hours</i>	4	4	4	4	4	4
	<i>Contract Cost (OT)</i>	\$	\$	\$	\$	\$	\$
	Sub-Total (Reg+OT)	\$	\$	\$	\$	\$	\$
	<b>A. Sub-Total (All Sub-Totals/6)</b>						\$
	<b>B. MATERIAL AND EQUIPMENT</b>			<b>C. SUB-CONTRACTOR</b>			
	Equipment Costs		Cost Information		Sub-Contractor Costs		Cost Information
	Total Cost of Listed Equipment		\$		Costs Charged by Sub-Contractors		\$ 1,000.00
	Mark-up (%) (if any*)		%		Mark-up (%) (if any*)		%
	<b>B. Sub-Total (Cost*Mark-Up %)</b>		\$		<b>B. Sub-Total (Cost*Mark-Up%)</b>		\$
	<i>* Leave blank if costs are passed through without mark-up</i>				<i>* Leave blank if costs are passed through without mark-up</i>		
	<b>D. OVERHEAD and PROFIT</b>			<b>BASE BID CALCULATION</b>			
	Equipment Costs		Cost Information		Sub-Total Category		Sub-Total
	Contract Cost		\$ 1,000.00		Sub-Total A - PERSONNEL		\$
Mark-up (%) (if any*)		%		Sub-Total B - MATERIAL & EQUIP.		\$	
<b>B. Sub-Total (Cost*Mark-Up %)</b>		\$		Sub-Total C - SUB-CONTRACTOR		\$	
<i>* Leave blank if costs are incorporated elsewhere</i>				Sub-Total D - OVERHEAD/ PROFIT		\$	
				<b>Total Base Bid (A+B+C+D)</b>		<b>\$</b>	

1. How many years has your organization been in business? \_\_\_\_\_
2. How many years under your present business name? \_\_\_\_\_
3. How many years under previous business name? (List other name(s)): \_\_\_\_\_
4. Net total billings for previous three fiscal years: \_\_\_\_\_
5. Average Backlog for Previous 3 Fiscal Years: (Estimated total value of uncompleted work on outstanding contracts)
6. Number of full time personnel within your organization:
  - Clerical \_\_\_\_\_
  - Technical/Professional \_\_\_\_\_
  - Supervisors, Foremen, or Superintendents \_\_\_\_\_
  - Skilled Employees including Technicians \_\_\_\_\_
  - Unskilled Employees \_\_\_\_\_
  - Other \_\_\_\_\_
  - **Total number of full time personnel** \_\_\_\_\_

7. What is the professional experience of the principals and supervisory personnel of your organization? (Asterisk any personnel likely to be assigned to project being bid.)

Name	Title	Years Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Within the previous 3 fiscal years has your organization or predecessor organizations ever failed to complete a project? \_\_\_\_\_ If so, state name of organization and reason thereof:

9. Within the previous 3 fiscal years has your organization been involved in litigation? \_\_\_\_\_ Explain nature and current status:

10. List all contracts completed by your organization in the previous 3 fiscal years. (If more than 10, list the 10 most recently completed.)

11. With reference to all contracts completed by your organization in the previous fiscal years:

Explain differences in original contract price and in completion dates, if any.

Were there any liquidated damages, penalties, liens, defaults or cancellations imposed or filed against your organization? \_\_\_\_ If so, list the name and location of the project, explain:

12. Outstanding Work. Provide information about your present outstanding contracts

Project Description	Role (Primary(P) or Sub (S))	Status	Amount	If Primary, Amount Sub-Contracted

Attach additional sheets as needed.

## FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

The following attached forms must be completed and included in the response:

- ✓ Affidavit of Compliance with Minority Business Participation
- ✓ Notice to Contractors
- ✓ Receipt of Addendum Form
- ✓ Identical Tie Bids Statement
- ✓ Public Entity Crimes Sworn Statement
- ✓ Proposal Form



**AFFIDAVIT OF COMPLIANCE WITH MINORITY BUSINESS PARTICIPATION**

Comes now \_\_\_\_\_ as \_\_\_\_\_ of  
(Type name of firm authority) (Type position of authority)

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

I have read the policy of The Florida School for the Deaf and the Blind regarding the promotion of equal opportunity in the School's construction process.

In preparing and submitting the attached response, we have contacted the following persons/firms in order to encourage their submission of a response for a subcontract to do a part of the response that would otherwise have been subcontracted out by us.

FIRM	CONTACT PERSON
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. BY: \_\_\_\_\_  
(name of authorized principal)

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

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

State of Florida, County of \_\_\_\_\_  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

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

\_\_\_\_\_  
(Notary Public)

My commission expires:

END OF DOCUMENT



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

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

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print Name as Signed Above)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



RECEIPT OF ADDENDUM FORM

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

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. BY: \_\_\_\_\_  
(name of authorized principal)

\_\_\_\_\_  
(Signature of principal in firm)

\_\_\_\_\_  
(firm name and title) (Seal)

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

State of Florida  
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

\_\_\_\_\_

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

\_\_\_\_\_  
(Notary Public)

My commission expires:

END OF DOCUMENT

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

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.

Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified subsection 1 (above).

In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violations of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

Make a good-faith effort to continue to maintain a drug-free workplace though implementation of this section.

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

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

\_\_\_\_\_  
(Signature of principal in firm)

\_\_\_\_\_  
(firm name and title) (Seal)

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

State of Florida  
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

\_\_\_\_\_

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

\_\_\_\_\_  
(Notary Public)

My commission expires:

END OF DOCUMENT

**SWORN STATEMENT PURSUANT TO §287.133(3)(a), F.S., ON PUBLIC ENTITY CRIMES**

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

This sworn statement is submitted to The Florida School for the Deaf and the Blind by \_\_\_\_\_ (print individual's name and title) for \_\_\_\_\_ (print name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this statement: \_\_\_\_\_)

I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), F.S., means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, and bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), F.S., means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents whose are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

\_\_\_\_\_ Either the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. BY: \_\_\_\_\_  
(name of authorized principal)

\_\_\_\_\_  
(Signature of principal in firm)

\_\_\_\_\_  
(firm name and title) (Seal)

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

State of Florida  
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

\_\_\_\_\_

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

\_\_\_\_\_  
(Notary Public)

My commission expires:

END OF DOCUMENT

To Whom It May Concern:

Decline to Bid

The undersigned Contractor, proposes to furnish all materials and labor for Florida School for the Deaf and the Blind:

The Florida School for the Deaf and the Blind  
 207 North San Marco Ave.  
 St. Augustine, FL 32084

Project Name: Wilson Music Building Upgrade

In full accordance with the specifications for said project, as prepared by the Owner, and in full accordance as stated in the Competitive Solicitation for the following bid price(s) between Owner and Contractor.

- A. Contractor's personnel hourly wage which includes fringe benefits or other compensation including travel, and tools to perform work for the following contract periods: Regular work hours shall be defined as Monday thru Friday from 7:30 am till 4:30 pm. Overtime shall be all other times during the week, all weekend hours and State Holiday hours.

TRADE	HOURLY RATE	
	Reg	OT
Project Manager		
Technical/Engineer		
Foreman		
Journeyman		
Helper		
Laborer		

- B. Direct cost of materials and equipment shall be paid by the Owner by copy of receipt multiplied by the following markup. (Leave blank if costs are passed through without mark-up).

<b>MATERIALS &amp; EQUIPMENT</b>	<b>Mark-Up</b>
<b>PERCENTAGE MARK-UP</b>	%

- C. Sub-Contractor markup is allowed based on payments due for their work performed pursuant to this solicitation and all terms and conditions specified herein (leave blank if sub-contractor costs are passed through without mark-up).

<b>SUB-CONTRACTOR COSTS</b>	<b>Mark-Up</b>
<b>PERCENTAGE MARK-UP</b>	%

D. Overhead, profit and general expenses which include the Contractor's general operating expenses related to office and management other than trade personnel as listed in "A" above, cost of insurance premiums, licenses, and office supplies (Leave blank if costs are incorporated elsewhere).

<b>OVERHEAD &amp; PROFIT</b>	<b>Mark-Up</b>
<b>PERCENTAGE MARK-UP</b>	<b>%</b>

In consideration of the Agreement by the "Owner", the Contractor has agreed and does hereby agree, (1) that the above proposal shall remain in full force and effect for a period of sixty (60) days after the time of the opening of this proposal, and that the Contractor will not revoke nor cancel this proposal or withdraw from the competition within said sixty (60) day period, (2) that in the event the contract is awarded to this Contractor, he/she will within sixty (60) consecutive calendar days after it is submitted, enter into a written contract with the "Owner" in accordance with the accepted bid.

\_\_\_\_\_  
 Authorized Signature of Contractor

Sworn to and subscribed before me this day of \_\_\_\_\_, 20\_\_\_\_\_. Personally known to me, or, produced identification \_\_\_\_\_.

*Type of Identification*

Notary Public – State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
*Printed, typed or stamped commissioned name of notary public*

**NO BID:** \_\_\_\_\_  
*Authorized Signature for Contractor*

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

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

**1. ENGAGEMENT OF THE CONTRACTOR**

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

**2. SCOPE OF SERVICES**

(1) CONTRACTOR shall DETAILED SCOPE OF SERVICES

**3. DELIVERABLES AND PAYMENTS**

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

(a) DETAILED DELIVERABLES

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

**4. TIME OF PERFORMANCE**

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

**5. MODIFICATION OF STANDARD TERMS AND CONDITIONS**

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

**6. ADDITIONAL TERMS AND CONDITIONS**

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

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

**7. DEBARMENT**

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

**8. APPROVAL AND EXECUTION**

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

COMPANY OR ORGANIZATION NAME

FOR THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

X \_\_\_\_\_  
[NAME][TITLE]

X \_\_\_\_\_  
[NAME][TITLE]

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

EIN: \_\_\_\_\_

EIN: \_\_\_\_\_





**THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND**

**ATTACHMENT A  
GENERAL CONDITIONS FOR CONTRACTS  
(revised August 2015)**

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## SECTION 1 – GENERAL PROVISIONS

### Article 1.1. Definitions

The definitions contained in §60A-1.001, F.A.C. shall apply to this agreement. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (1) **AGREEMENT:** means the legally enforceable agreement that results from a successful solicitation and is this Contract signed by FSDB and the Contractor, to which these General Conditions for Contracts together with all the annexes referred to herein are attached (AGREEMENT and CONTRACT may be used interchangeably);
- (2) **AND:** Means "or" and the word "or" means "and" wherever the contents of the contract or its purpose so requires.
- (3) **APPLICABLE LAW:** means the laws and any other instruments having the force of law governing this Contract;
- (4) **AUTHORIZED REPRESENTATIVE:** means the person(s) authorized to represent a Party in the execution of the Contract;
- (5) **CONFIDENTIAL INFORMATION:** means any and all information regarding each Party's affairs or business or method of carrying out business, and any other materials or information created or developed by either Party in connection with this Contract or otherwise, may be subject to public disclosure per §119, F.S.;
- (6) **CONTRACT MANAGER:** The authorized designee who shall manage assigned contracts in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Contract Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.
- (7) **CONTRACT:** means the legally enforceable agreement that results from a successful solicitation and is this Contract signed by FSDB and the Contractor, to which these General Conditions for Contracts together with all the annexes referred to herein are attached (CONTRACT and AGREEMENT may be used interchangeably);
- (8) **CONTRACT PRICE:** means the maximum amount to be paid by FSDB to the Contractor for the performance of the Services as per the provisions of this Contract;
- (9) **CONTRACTOR:** means the party entering into the Contract with FSDB (company, consortium of companies, organization, individual expert or group of individual experts);
- (10) **FORCE MAJEURE:** means any event beyond the reasonable control of the Parties, which by the exercise of due diligence neither Party is able to overcome and which makes a Party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances;
- (11) **FSDB:** means The Florida School for the Deaf and the Blind;
- (12) **GC:** means the General Conditions for Contracts, attached as Attachment A to this Contract;
- (13) **PARTY:** means FSDB or the Contractor, as the case may be, and "PARTIES" means both of them;
- (14) **PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or capacity, whether appointed by a court or others and any combination of individuals.
- (15) **PROJECT MANAGER:** The authorized designee who shall manage assigned projects in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Project Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work, as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.
- (16) **SERVICES or SCOPE OF SERVICES:** means the activities to be performed by the Contractor pursuant to this Contract;
- (17) **SPECIAL CONDITIONS (SC):** means the Special Conditions by which these General Conditions are supplemented and/or amended;
- (18) **SUB-CONTRACTOR:** means any entity to which the Contractor entrusts the performance of any part of the Services in accordance with the provisions of this Contract, but not including one who merely furnishes material.
- (19) **SUPPLEMENTAL INSTRUCTION:** Instructions issued by the Project Manager to make minor changes in the work not affecting cost or time, and consistent with the purpose of the work.
- (20) **WORK:** means any and all of the labor or materials or both, equipment, transportation, or other facilities, documents, and deliverables of any kind produced in whatever format as part and result of the Services necessary to complete the contract.
- (21) **WRITTEN NOTICE:** shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or to an office of the corporation for whom it is intended; or if delivered at or sent by mail, to the business address shown in the bid or contract.
- (22) **GENDER NEUTRAL:** Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender and a pronoun in the feminine gender shall be considered as including the masculine gender, unless the context clearly indicates otherwise.

### Article 1.2. Applicable Law

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

### Article 1.3. Engagement of the Contractor

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

### Article 1.4. Communication between Parties

Any notice, request or consent made, required, permitted or given under this Contract shall be in

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

### Article 1.5. Authorization to do Business in the State of Florida

- (1) All Contractors doing business with the State of Florida for the sale of commodities or contractual services as defined in §287.012, Florida Statutes are required to have a substitute W-9 on file with the State and register online with the My Florida Marketplace (MFMP) E-procurement system in order to become certified with FSDB, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
- (2) Registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketplace.com/>. For additional information or questions, the Contractor should contact the MFMP customer service help desk at 1-866-FLA-EPRO (1-866-337-776).
- (3) Registration must take place prior to execution of the Contract.

### Article 1.6. Entire Agreement

The agreement between the PARTIES concerning the subject matter hereof consists of the Contract, this Attachment A – General Conditions for Contracts (GC), and all other amendments, attachments, and exhibits referenced herein. These documents are complementary, and what is called for by any one shall be binding as if called by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. In the event there is any inconsistency between the provisions of the Contract and the provisions of any other attachment or exhibit, the provisions of the Contract shall govern and control. The Contract and all other attachments and exhibits referenced herein or in the document may be referred to collectively as the "Contract." The Contract represents the total and complete agreement of the PARTIES relating to the subject matter of the Contract. This Contract supersedes any prior or contemporaneous written or oral agreements or representations relating to the subject matter of the Contract. No purported modification of the Contract shall be valid or binding on either party unless such modification is contained in a document executed by both parties.

### Article 1.7. Modification of the Contract

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

### Article 1.8. Renewal of the Contract

- (1) This Contract may be renewed for successive one (1) year terms for a total period that may not exceed three (3) years or the original term of this Contract, whichever is longer upon written notice by FSDB and written acceptance by Contractor prior to the Expiration Date.
- (2) The RENEWAL PRICE shall be that specified in the PROPOSAL together with any modifications made to this Contract.
- (3) Costs for renewal may not be charged.
- (4) Renewals shall be contingent upon FSDB's satisfactory performance evaluations of the Contractor.
- (5) If the term of the Contract is for a period in excess of one fiscal year, in accordance with §287.0582, F.S., the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- (6) Exceptional purchase contracts pursuant to §287.057(3) (a) and (c), Florida Statutes, may not be renewed.

### Article 1.8. Termination of the Contract

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

**Article 1.9. Severability**

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

**Article 1.10. Effectiveness of the Contract**

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

**Article 1.11. Authorized Representatives**

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

**Article 1.12. All Terms and Conditions Included**

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

**Article 1.13. Non-waiver of Defaults**

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

**Article 1.14. Replacement Contract**

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

**Article 1.15. Immunities**

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

**Article 1.16. Public Records**

- (1) The Contractor shall comply with the public records laws of the State of Florida, specifically to:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by FSDB in order to perform the services in this AGREEMENT.
  - (b) Provide the public with access to public records on the same terms and conditions that FSDB would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to FSDB all public records in possession of CONTRACTOR upon termination of this AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FSDB in a format that is compatible with the information technology systems of FSDB.
- (2) CONTRACTOR shall notify FSDB, in writing, within three (3) days after receiving a public records request pursuant to Chapter 119, Florida Statutes.
- (3) In accordance with §287.058(1)(c), Florida Statutes, FSDB may unilaterally cancel this AGREEMENT for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this AGREEMENT, unless the records are exempt from Section 24(a) of Article I of the Constitution of the State of Florida and §119.07(1), Florida Statutes.
- (4) Notwithstanding any other provision of this AGREEMENT to the contrary, this Article shall survive termination of the AGREEMENT.

**Article 1.17. Jessica Lunsford Act / Background Checks**

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

Contractor requires no access to the aforementioned campus or facilities and does not attempt to access the campus or facilities.

**Article 1.18. Amicable Settlement**

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

**SECTION 2 – PERFORMANCE OF THE SERVICES**

**Article 2.1. Personnel**

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

**Article 2.2. Information**

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

**Article 2.3. Performance Standards**

- (1) The Contractor shall exercise all reasonable skill, care, and diligence in the performance of the Services and shall carry out all its/their obligations in accordance with generally accepted and recognized professional standards.
- (2) The Contractor shall make every effort to mobilize all the financial, human, and material resources required for full performance of the Services.
- (3) The Contractor shall at all times, in respect of any matter relating to this Contract or to the Services, act to protect the legitimate interests of FSDB and shall take all reasonable steps to keep all costs to a minimum and consistent with sound professional practices.

**Article 2.4. Codes of Conduct**

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

**Article 2.5. Confidentiality**

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

**Article 2.6. Sub-Contracting**

- (1) Except with the prior written approval of FSDB, the Contractor may not assign or transfer the Contract or any part thereof, nor may the Contractor sub-contract any third party to carry out any part of the Services.
- (2) FSDB's approval on assigning or transferring of any part of the Contract or on the engagement of a Sub-contractor to perform any part of the Services shall not exonerate the Contractor of any of its obligations under this Contract and the Contractor shall be fully responsible for the co-ordination and execution of all sub-contracted activities and for the performance of its Sub-contractors. FSDB recognizes no contractual link between itself and the Contractor's Sub-contractors.
- (3) The sub-contracting and any procurement of services or goods financed by FSDB under this Contract shall observe the principles of sound financial management, ensuring transparency, competitive, equitable and unbiased selection, efficiency, high quality and economy.
- (4) Failure to comply with the procurement principles set forth in Article 2.9 (3) herein may result in relevant costs not being considered eligible for funding by FSDB.

**Article 2.7. Liability**

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

#### Article 2.8. Insurance

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

#### Certificate of Insurance

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

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

#### Article 2.9. Deliverables and Reporting Obligations

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

#### Article 2.10. Ownership of Copyright

- (1) Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of FSDB and may be copyrighted, patented or otherwise restricted as provided by Florida or Federal law. Neither the Contractor nor any individual employed under this contract shall have any proprietary interest in the product.
- (2) With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. §102-105, such work shall be a "work for hire" as defined in 17 U.S.C. §101 and all copyrights subsisting in such work for hire shall be owned exclusively by FSDB.
- (3) In the event it is determined as a matter of law that any such work is not a "work for hire," Contractor shall immediately assign to FSDB all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

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

#### Article 2.11. Force Majeure

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

#### Article 2.12. Transparency Florida Act

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

#### Article 2.13. Nondiscrimination and Compliance

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

#### Article 2.14. Financial Consequences for Failure to Perform

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

Contractor redo the work or terminate the Contract.

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

#### Article 2.15. Coordination of Work

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

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

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

### SECTION 3 – FINANCIAL PROVISIONS

#### Article 3.1. Payments

- (1) Contractor shall deliver to FSDB a detailed service ticket within (5) days after completion of work in detail sufficient for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, the dates and times that the work was performed, and the total amount charged.
- (2) The Contractor acknowledges that all services must be verified and accepted in writing by FSDB's Contract Manager during the times specified herein, time being of the essence in performance of this Agreement.
- (3) Amounts due to the Contractor pursuant to this Agreement shall become payable upon receipt of the required documents from the Contractor and verification and written acceptance of the work performed by FSDB's Contract Manager. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to FSDB.
- (4) Payments to the Contractor shall be issued in accordance with the Prompt Payment provisions of §215.422, Florida Statutes.
- (5) In accordance with §287.0582, F.S., if the term of the Contract extends for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

#### Article 3.2. Payments Withheld

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

#### Article 3.3. Correction of Work Before Final Payments

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

#### Article 3.4. Liens

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

may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**Article 3.5. Taxes, General and Contingency**

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

**Article 3.6. Travel Reimbursement**

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

**Article 3.7. Return of Unspent Funds**

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

**Article 3.8. Record-keeping and Accounts**

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



**THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND**

**ATTACHMENT B  
GENERAL CONDITIONS FOR COMPETITIVE SOLICITATIONS  
(revised August 2015)**

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## SECTION 4 – COMPETITIVE BIDDING

In accordance with §287.057(1), Florida Statute (F.S.), FSDB utilizes the Competitive Solicitation process for the competitive procurement of commodities and contractual services in excess of the threshold amount provided for CATEGORY TWO. Furthermore, §287.055(4), F.S. mandates that the acquisition of professional consultant services be conducted by Competitive Selection.

### Article 4.1. Definitions

The definitions contained in §287, F.S.; §255, F.S.; and §60A-1.001, Florida Administrative Code (F.A.C.) shall apply. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

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

### Article 4.2. General Instructions.

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. **Companies or individuals intending to submit a response shall e-mail the Contract Administrator indicating their intent to submit a response and shall indicate their agreement that bid correspondence shall be conducted electronically by e-mail.**

### Article 4.3. Bidders and Subcontractor's Licensure and Registration Requirements.

Each bidder and each subcontractor whose field or area is governed by Chapter 399, 455, 489 or 633 of the Florida Statutes (F.S.) for licensure must hold a valid current license as required by the Statute. If the bidder is a corporation, he must also be properly registered with the State of Florida, Department of State, Division of Corporation.

### Article 4.4. Detailed Instructions and Addenda

The Contract Administrator will furnish, prior to bid, additional written instructions necessary for the

proper execution of the work. All instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom. Any additional instructions which alter the contract time or cost will be issued as addenda.

### Article 4.5. 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:

- (1) Technical Specifications/Scope of Work,
- (2) Special Conditions and Instructions,
- (3) Instructions to Respondents,
- (4) General Conditions, and
- (5) Introductory Materials.

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

### Article 4.6. Questions.

Respondents shall address all questions regarding this solicitation to the Contract Administrator. Questions must be submitted by e-mail and must be RECEIVED NO LATER THAN three (3) business days prior to the scheduled bid opening. Questions shall be answered by e-mail and shall be made available to all respondents and shall be published as an addendum with the final bid documents. Respondents shall not contact any other employee of FSDB or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the initial advertising source and the FSDB website for new or changing information. FSDB shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by FSDB's contracting personnel. Questions to the Contract Administrator or to any FSDB personnel shall not constitute formal protest of the specifications or of the solicitation. (ref. §287.057(2), F.S.)

### Article 4.7. Conflict of Interest.

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

### Article 4.8. 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 (\$25,000) provided in §287.017, F.S.

### Article 4.9. No Discrimination/ Discriminatory Vendors.

The successful firm shall not discriminate against any person in accordance with federal, state, or local law. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- 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, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

### Article 4.10. 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 FSDB in writing of all convictions of the firm, its affiliates (as defined in §287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with FSDB.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

#### **Article 4.11. Manufacturer's Name and Approved Equivalents.**

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

#### **Article 4.12. Performance Qualifications.**

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

#### **Article 4.13. Clarifications/Revisions.**

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

#### **Article 4.14. Public Records.**

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and §119.011, F.S., provides a broad definition of a public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

#### **Article 4.15. 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.

#### **Article 4.16. Public Opening.**

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may attend, but are not required to attend. FSDB may choose not to announce prices or release other materials pursuant to §119.071(1)(b), F.S. Any person requiring a special accommodation because of a disability should contact the Contract Administrator at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact FSDB by using the Florida Relay Service at (800) 955-8771 (TDD). (ref. §287.057(1), F.S.)

#### **Article 4.17. Postponement of openings.**

A scheduled opening will be considered postponed when an emergency or unanticipated events that interrupt normal governmental processes so that the conduct of bid opening as scheduled is impractical. In such cases, an announcement of the rescheduled opening shall be publicly posted on the first work day on which normal Government processes resume.

#### **Article 4.18. Firm Response.**

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

#### **Article 4.19. Minor Irregularities/Right to Reject.**

- 1) FSDB reserves the right to reject any and all bids or separable portions thereof, under any of the circumstances prescribed in Rule 60D-5.0071, F.A.C., and to negotiate the contract in accordance with Rules 60D-5.008 and 60D-5.0091, F.A.C., if the low qualified bid exceeds the project construction budget.
- 2) FSDB reserves the right to waive any minor irregularity, technicality, or omission if FSDB determines that doing so will serve the State's best interests.
- 3) FSDB may reject any response not submitted in the manner specified by the solicitation documents.

#### **Article 4.20. Determination of Successful Bidder**

- (1) All projects except where competitive bidding is waived under the provisions of Rule 60D-5.008, F.A.C., will be publicly bid in accordance with the provisions herein. Award of contract will be made to the responsive bidder, determined to be qualified in accordance with the provisions herein and meeting the requirements of the bidding documents, that submits the lowest valid bid for the work. The lowest bid will be determined as follows:
- (2) The lowest bids will be the bids from the responsive bidders that have submitted the lowest prices for the base bid or the base bid plus the additive alternates or less the deductive alternates chosen by FSDB to be included in or excluded from the proposed contract, taken in numerical order listed in the bid documents.
- (3) On projects whose bidding documents provide for evaluation of the bids based performance criteria, the lowest bid will be the bid by the firm whose bid products are determined to yield the lowest total cost in accordance with the criteria set forth in the bidding documents.
- (4) FSDB reserves the right to award contracts to multiple firms.

#### **Article 4.21. Electronic Posting of Notice of Intended Award.**

Based on the evaluation, on the date indicated on the Timeline, FSDB shall electronically post a notice of intended award at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with FSDB a notice of protest within 72 hours after the electronic posting. FSDB shall not provide tabulations or notices of award by telephone.

#### **Article 4.22. Contract Formation.**

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

#### **Article 4.23. Contract Overlap.**

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

#### **Article 4.24. Sample Agreement.**

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

#### **Article 4.25. Notice and Protest Procedures**

- (1) **Notice:** On contracts within Levels, 2, 3, 4, and 5, the notice of a decision or intended decision on contract award or bid rejection shall be given by posting the bid tabulation at the location where the bids were opened or by public advertisement, electronic mail, or certified United States mail, return receipt requested to each bidder. Notification and advertisement is conducted pursuant to §255.0525, F.S. and may include but not be limited to: the Florida



Administrative Weekly, DemandStar, FSDB Website, and the My Florida Market Place Vendor Bid System, and additional notifications and advertisements at the discretion of FSDB or as required by law.

(2) Protest

- (a) It is FSDB's intent to ensure that specifications are written to obtain the best value for the State and those specifications are written to ensure competitiveness, fairness, necessity, and reasonableness in the solicitation process. §120.57(3)(b), F.S. and §28-110.003, Florida Administrative Code (F.A.C.) require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. §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 §120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S."* §28-110.005, F.A.C. requires the following statement to be included in the solicitation: *"Failure to file a protest within the time prescribed in §120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S."* Any protest concerning an FSDB solicitation shall be made in accordance with §120.57(3) and §287.042(2), F.S. and Chapter 28-110 of the F.A.C. Questions to the Contract Administrator shall not constitute formal notice of a protest.
- (b) Any person who is affected adversely by FSDB's decision or intended decision shall file with FSDB a notice of protest in writing within 72 hours, excluding Saturday, Sunday and State legal holidays, after receipt of the bidding documents if the protest is directed toward the bidding documents or after the notice of FSDB's decision or intended decision on contract award or bid rejection if the protest is directed toward contract award or bid rejection.
- (c) Thereafter a formal written protest by petition in compliance with §120.53 and 120.57, Florida Statutes, and Rule 60D-5.010, F.A.C., must be filed with FSDB within ten (10) days after the date the notice of protest was filed.
- (d) Failure to file a timely notice of protest or failure to file a timely formal written protest petition shall constitute a waiver of protest proceedings. Any protest filed prior to posting of the bid tabulation or receipt of the notice of the agency decision or intended decision will be considered abandoned unless renewed within the time provided for protests.
- (e) FSDB and the Commission on Minority Economic and Business Development is hereby granted standing to protest, pursuant to §287.0945, F.S. in a timely manner, any contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding bidder has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, and agency failed to adopt applicable preference for minority participation. Any low bidder with no participation may be presumed not in "good faith". All bidders will be notified of the minority participation goal by addendum.

(3) Owner Action

- (a) Upon receipt of a notice of protest that has been timely filed, FSDB shall delay the contract award process until the subject of the protest is resolved by mutual agreement between the parties or by final Owner action, unless FSDB sets forth in writing particular facts and circumstances which require the continuation of the bid solicitation process or the contract award process without delay to avoid an immediate and serious danger to public health, safety, or welfare; provided, however, that if the petition is not filed within the time stated above, the contract award process may continue as if the notice of protest had not been filed.
- (b) Upon receipt of the formal written protest petition which has been timely filed, FSDB shall attempt to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturday, Sunday and legal State holidays.
- (c) If the protest is not resolved by mutual agreement within said seven (7) days, and if no disputed issue of material fact is involved, FSDB may designate a Hearing Officer who shall conduct an informal proceeding pursuant to § 120.57, Florida Statutes, and Rule 60D-5.010, F.A.C.. The qualifications of such designated Hearing Officer shall be: 1. A member in good standing of the Florida Bar; or 2. A person knowledgeable by virtue of practical experience of the procedures relating to soliciting and evaluating bids for state contracts. Notice of informal proceedings shall be given no less than three days prior to the proceeding. The Proceedings may be held before FSDB.
- (d) If there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings of Department of Administration, State of Florida, for proceedings under Section 120.57(1).

**Article 4.26. Truth-In-Negotiation.** The successful firm shall be required to execute a Truth-In-Negotiation Certificate pursuant to §287.055, F.S.

**Article 4.27. 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.



THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

ATTACHMENT C  
GENERAL CONDITIONS FOR CONSTRUCTION  
(revised August 2015)

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## SECTION 5 – CONSTRUCTION

### Article 5.1. Definitions

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

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

### Article 5.2. Sub-Contracting

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

- (a) Contractor shall, as soon as practicable after signing the contract, notify the Project Manager in writing of the names of subcontractors proposed for the work and shall not employ subcontractor's unless they are approved in writing by FSDB.
- (b) Contractor agrees that he is as fully responsible to FSDB for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by them.
- (c) Nothing contained in the contract documents shall create any contractual relation between any subcontractors and FSDB.
- (d) Contractor shall prepare invitations for bids, or requests for proposal when applicable, for all procurements of long lead items, materials and services, and for Subcontractor contracts. Such invitations for bids shall be prepared in accordance with the following guidelines:
  1. Contracts over \$1,000 but not exceeding \$10,000 may be entered into by the Contractor with the firm which submits the lowest written quotation. The Contractor shall obtain a minimum of two (2) written quotations. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided to FSDB.
  2. Contracts exceeding \$10,000 but not exceeding \$200,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall request at least three (3) firms to submit sealed written proposals based on a written drawings and/or specification. The written proposals shall all be opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.
  3. Contracts exceeding \$200,000 but not exceeding \$500,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall advertise these projects at least once with the last advertisement appearing at least 21 calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.
  4. Contracts exceeding \$500,000 shall be treated the same as described under 3 above except that the advertisement shall be run for at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference.
  5. Individual purchases of materials or rentals or leases of equipment amounting to less than \$1,000.00 each may be made with 1 bid or quote. However, the Contractor shall not divide or separate procurement in order to avoid the requirements set forth above.

### Article 5.3. Coordination of Work

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

### Article 5.4. Notice to Proceed

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

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

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

### Article 5.5. Time of Completion and Liquidated Damages

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

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

It is further agreed that FSDB may deduct from the balance retained by FSDB, under the provisions above, the additional managerial and administrative and any other expenses of Owner, as the case may be, or such portions thereof as the said retained balance will cover.

### Article 5.6. Contractor's Understanding

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

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

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

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

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

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

### Article 5.8. Conflicting Employment

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

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

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

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

### Article 5.10. Inspection of Work

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

### Article 5.11. Supervision

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

### Article 5.12. Changes in the Work Not Affecting Cost or Time

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

### Article 5.13. Contract Amendments

FSDB, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work or cost and adjusting the contract accordingly. All such work shall be executed under the conditions of the original contract except that any associated claim for extension of time will be adjusted at the time of ordering the change. Changes affecting the work or

cost shall be made only pursuant to a written contract amendment. No amendment to the contract shall be binding unless it is in writing.

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

By estimate and acceptance in a lump sum. By unit prices named in the contract or subsequently agreed upon. By costs and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, CONTRACTOR shall proceed with the work and shall keep and present in such form as the Project Manager may direct a correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount, including reasonable allowances for overhead and profit, due CONTRACTOR. Pending final determination of value, payments on account of contract amendments will be made on the Project Manager's estimate.

#### Article 5.14. Emergency Changes

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

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

During the course of the Contractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents, and/or the nature and extent of the work As specified and described in the Bidding Documents. The occurrence of such events may cause the Contractor to incur greater or less cost and expense to perform the work required to complete the subject Project than planned to be incurred in the Contractor's successful bid, in which event the Contractor or FSDB shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the Case, to the extent such greater or less cost and expense results, and in which event the party entitled to the Benefit of any such adjustment to the Contract Sum shall, within twenty-one (21) calendar days from the First occurrence of such event(s), present written demand therefore on the other party through FSDB. Should the Contractor and Owner be unable to settle and dispose of such demand within thirty-(30) calendar Days from the date any such claim is presented, upon terms and conditions mutually agreeable to the Contractor, then such demand shall be referred to FSDB for determination, which determination shall be final and binding upon the Contractor, unless appealed in accordance with applicable provisions of the Contract Documents, and if FSDB, upon considering any such demand, determines that the Contract Sum should be increased or decreased, FSDB's determination of the amount of any such increase or Decrease in the Contract Sum shall be governed and controlled by strict adherence to the following described Guidelines and limitations, and neither the Contractor or FSDB shall be entitled to receive any monetary Consideration beyond that which is authorized herein below.

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

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

#### Article 5.16. Payments to Contractor

CONTRACTOR acknowledges that the AGENCY will occupy and use the project upon substantial completion, and that all or a portion of the funding for this project may have been appropriated by the State Legislature or furnished by Federal Grant to AGENCY and that payment to the Contractor may be made by AGENCY based on approval of each payment by AGENCY. AGENCY will at intervals, pay or cause to be paid to the CONTRACTOR as follows:

- (a) Prompt Payment Clause – AGENCY has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The (20) days are measured from the

latter of the date the invoice is received or the goods or services are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty established pursuant to §55.03, Florida Statutes will be due and payable, in addition to the invoice amount, to the vendor. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to AGENCY. A Vendor Ombudsman within the Department of Financial Services has the responsibility to act as advocate for vendors experiencing problems in obtaining timely payments. The Vendor Ombudsman may be contacted at (850)413-5516.

- (b) Neither the AGENCY nor the Architect/Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.
- (c) For contracts \$50,000 and above, the CONTRACTOR's Application for Final Payment shall be accompanied by a Certificate of Contract Completion form to be provided as needed.

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

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

- (1) Progress Payments Against Contract Sum  
Based upon Application for Payment submitted to the Architect/Engineer by the Contractor and Certificates of Payment issued by the Architect/Engineer and accepted by the AGENCY, the AGENCY shall make progress payments to the CONTRACTOR against the account of the Contract Sum in accordance with the following:

- (a) The AGENCY shall pay, or cause to be paid to the CONTRACTOR, 90% of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the work, and 90% of that portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other locations agreed upon in writing by the parties, less the aggregate of the previous payments. However, at the time the work is 50% complete or thereafter, if the manner of completion of the work and its progress are and remain satisfactory to the Architect/Engineer, the Architect/Engineer may authorize a 5% retainage on progress payments. The full 10% retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect/Engineer or for other good and sufficient reasons.
- (b) The CONTRACTOR shall promptly pay each Subcontractor in accordance with Section 287.0585, Florida Statutes, upon receipt of payment from the AGENCY out of the amount paid to the CONTRACTOR on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the CONTRACTOR on account of such Subcontractor's work.
- (c) The Architect/Engineer may, on request at his discretion, furnish to a Subcontractor, if practical, information regarding the percentages of completion of the amount applied for by the CONTRACTOR and the action taken thereon by the Architect/Engineer on account of Work done by such Subcontractor.
- (d) No Certificate for a progress payment, or any progress payment, nor any partial or entire use of occupancy of the project by the AGENCY, shall constitute an acceptance of any work not in accordance with the Contract Documents.

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

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

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

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

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

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

**Article 5.19. Deductions/Non-Payment for Contractor Inefficiencies**

If the Project Manager decides it is not in the Florida School for the Deaf and Blind's best interest for CONTRACTOR to correct incomplete or damaged work caused by CONTRACTOR inefficiencies, FSDB will make an equitable deduction for the work from the contract price. Further, CONTRACTOR shall not be compensated for delays in the work caused by CONTRACTOR inefficiencies, correction or rework made necessary by errors, omissions or failure to properly perform the work.

**Article 5.20. FSDB's Right to Do Work**

If CONTRACTOR should neglect to perform the work properly or fail to perform any provision of this contract, FSDB, after three days written notice to CONTRACTOR, may without prejudice to any other remedy he may have, make good such deficiencies at CONTRACTOR's expense.

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

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

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

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

CONTRACTOR actions resulting in contract termination are as follows:

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

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

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

**Article 5.22. FSDB's Right to Stop Work**

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

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

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

**Article 5.24. Removal of Equipment**

In the case of termination of this contract before completion, from any cause whatsoever, CONTRACTOR, if notified to do so by FSDB shall promptly remove any part or all of his equipment

and supplies from any property interest of FSDB, failing which, FSDB will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

**Article 5.25. Assignment**

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

**Article 5.26. Rights of Various Interests**

Wherever work being done by FSDB forces or by the other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.

**Article 5.27. Separate Contracts**

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

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

To insure the proper execution of his subsequent work, CONTRACTOR shall measure work already in place of completed and shall at once report to the Project Manager any discrepancy between the executed work and the Drawings.

**Article 5.28. Project Manager's Status**

FSDB's Project Manager may make on-site inspections at any time. He will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work. He has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.

**Article 5.29. Project Manager's Decisions**

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

**Article 5.30. Safety**

In performing the contract, CONTRACTOR shall provide and maintain sufficient protection for the lives and health of employees and other persons preventing of damage to property, materials and equipment. To this end, CONTRACTOR shall comply with all applicable state, federal and local governmental safety laws, rules, regulations and building codes. CONTRACTOR shall make certain that only authorized personnel are allowed on the worksite, and shall post notices warning both employees and members of the public of all safety hazards. Construction signs shall be furnished, erected, maintained, moved and removed as required and as directed to adequately and safely inform and direct the traveling public. Signs and markers shall indicate actual conditions.

**Article 5.31. Acceptance of Finished Work**

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

**Article 5.32. Warranty**

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

**Article 5.33. Exclusion of Owner from Liability**

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

**Article 5.34. Insurance**

The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by FSDB,

nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Resident Agent.

Worker's Compensation Insurance

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

Contractor's Public Liability and Property Damage Insurance

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

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

Subcontractor's Public Liability and Property Damage Insurance

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

"XCU" (Explosion, Collapse, Underground Damage)

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

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

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

Contractual Liability-Work Contracts

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

Indemnification Rider

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

Builder's Risk Coverage

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

Asbestos-Abatement Contractors Liability Insurance Pollution Endorsement

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

Loss Deductible Clause

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