Florida School for the Deaf & the Blind

*Do More. Be More. Achieve More.*

***PURCHASING DEPARTMENT***

**207 SAN MARCO AVENUE**
**ST. AUGUSTINE, FL 32084**
**PHONE (904) 827-2364**
**WWW.FSDBK12.ORG**

# REQUEST FOR PROPOSAL (RFP)

Competitive Solicitation, Request for Proposals (RFP) [§255; §287.012 (23); §287.057(1)(b), Florida Statutes]

## Palm Row Roadway Improvements
## RFP-26-164

**Commodity Code #:**

| | |
|---|---|
| 72103301 | Parking lot or road maintenance or repairs or services |
| 72141100 | Infrastructure building and surfacing and paving services |
| 72141103 | Highway and road paving service |
| 72152708 | Parking lot construction service |

**June 8, 2026**

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# SOLICITATION DOCUMENTS SECTION

## SECTION 1 – INTRODUCTION

### 1.1 Introduction to the Procurement

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

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

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

Pursuant to §287.017, F.S. (purchasing threshold categories), §287.055 (Consultants Competitive Negotiation Act (CCNA)) F.S., §287.057, F.S., and §255, F.S. when a state agency wishes to contract for commodities or contractual services, Professional Services, or Construction services that cost in excess of established thresholds, the agency must use one of several types of competitive procurement methods, i.e. Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN).

The RFP is used when the agency is seeking competitive offers for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to §255, F.S. to evaluate who best meets certain specifications and qualifications of the solicitation. Under an RFP the agency is not required to award the contract to the lowest bidder, but instead it may be awarded to the most responsible offeror considering price as well as other criteria set forth in the Request for Proposal.

FSDB is promulgating this solicitation for the specified services to result in Contractual Agreement and intends to adhere to all applicable laws, rules, and regulations to ensure an open and fair process. Specifically, IAW §255, F.S., FSDB utilizes the Competitive Solicitation process for the competitive procurement of services for any construction project that is projected to cost in excess of the threshold amount provided in §60D-5.002, Florida Administrative Code (F.A.C.) for Level FOUR ($200,000).

This solicitation is designed to obtain a qualified vendor who demonstrates an ability to provide the goods or services stipulated in this solicitation in an equitable and economical manner. Any entity, organization, company, or person interested in submitting a reply must comply with any and all of the terms and conditions described in this Competitive Solicitation. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses according to the instructions. **Respondents are responsible for being aware of the contents of this solicitation** and the existence of updates, amendments, clarifications, modifications, and changes published to FSDB's Solicitation web page located at: https://www.fsdbk12.org/page/purchasing.

### 1.2 Statement of Purpose

This Competitive Solicitation is being issued by FSDB to obtain competitive responses from qualified firms (hereinafter referred to as Respondents or Vendors), consistent with the requirements outlined in this solicitation, to make improvements to Palm Row roadway, parking areas and adjacent areas on the FSDB campus in accordance with the construction plans prepared by civil engineering firm, AlfKa, LLC, for this project and as approved by the FSDB Project Manager. This project is scheduled to begin September 28, 2026 (or at the execution of the contract), with substantial completion required by April 30, 2027.

### 1.3 Contact Person: Procurement Manager & Procurement Officer

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

1. Christine Skaggs, Purchasing Analyst & Procurement Officer, skaggsc@fsdbk12.org
2. Kim Whitwam, Director of Purchasing & Procurement Manager, whitwamk@fsdbk12.org

<u>Mailing Address:</u>
Florida School for the Deaf and the Blind
Attention: Procurement Officer
Purchasing Center, Building #28
207 San Marco Avenue
St. Augustine, FL 32084

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

## 1.4 Small, Minority, and Florida Certified Veterans Business Participation

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

## 1.5 Special Accommodations

Any person with a qualified disability requiring special accommodation at the pre-submission conference and/or response opening shall contact the Director of Purchasing at (904) 827-2356 at least ten (10) working days prior to the event. If you are hearing or speech impaired, please contact this office by e-mail at whitwamk@fsdbk12.org or by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD). For a prompt and timely response to the request for special accommodation, e-mail the Director of Purchasing at whitwamk@fsdbk12.org.

## 1.6 Definitions

The definitions found in §255, F.S.; §287, F.S.; and §60A and §60D, F.A.C. shall apply to this solicitation. Additional terms are also defined in Attachment A, FSDB Special Terms & Conditions and relevant applicable statutes. The following additional terms are also defined:

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

## SECTION 2 – PROCESS

### 2.1 General Overview of the Process

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

### 2.2 Official Notices and Public Records

#### 2.2.1 Notices Regarding the solicitation

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on FSDB's website and/or the Vendor Information Portal (VIP).

VIP website located at: MyFloridaMarket Place Vendor Information Portal. In order to find postings:

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

FSDB's Solicitation website located at: Purchasing | Florida School for the Deaf & the Blind. In order to find postings:

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

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

#### 2.2.2 Public Records

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

### 2.3 Protests and Disputes

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

#### 2.3.1 Standing to Protest

Section §120.57(3), F.S., provides that any person who is "adversely affected" by the agency action may file a protest. Generally, only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening. An example of "adversely affected" is a second ranked low bidder having standing to challenge an award to the low bidder based on non-responsiveness (and other factors), a third or lower ranked bidder generally does not have standing, since even if successful in the protest of the award to the low bidder, the award would then go to the second ranked low bidder (nevertheless, the third or even lower ranked bidders can sometimes have standing, seek legal advice to determine issues of standing prior to filing). Absent special and extraordinary circumstances, non-bidders do not have standing.

#### 2.3.2 Protest Stays the Bid Process

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

#### 2.3.3 Time Limits for Filing Protests

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

### 2.3.4 Protests of Terms, Conditions and Specifications

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

### 2.3.5 Protests of Decision or Intended Decision

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

### 2.3.6 Protest Bond Requirement

Protestors must file a bond payable to the agency as required by §287.042(2)(c), F.S. and §28-110.005 F.A.C., in an amount equal to one percent (1%) of the estimated contract amount, based upon the contract price submitted by the protestor. If no contract price was submitted, FSDB shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to §120.57(3), F.S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST**. In lieu of a bond, FSDB may accept a cashier's check, official bank check, or money order in the amount of the bond.

### 2.3.7 Filing a Protest

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

## 2.4 Limitations on Contacting FSDB Personnel and Others

### 2.4.1 General Limitation

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

## 2.5 Schedule of Events and Deadlines

All times promulgated in the Schedule of Events and Deadlines herein are local times for the Eastern Time zone. Although FSDB may choose to use additional means of publicizing the results of this solicitation, posting on VIP is the only official notice recognized for the purpose of determining timeliness in the event of protest. All promulgated times shall be considered prompt and shall be recorded at the FSDB Campus Police Center Checkpoint on Genoply Street. Reply delivery and arrival for mandatory meetings shall be deemed timely only if such an incident occurs on or before the time promulgated in the Schedule of Events and Deadlines as determined by the time of arrival at the FSDB Campus Police Center Checkpoint on Genoply Street. **Delivering a response or arriving for a mandatory meeting AFTER the time promulgated in the Schedule of Events and Deadlines shall preclude the respondent from participation in the solicitation.** If FSDB misses a Solicitation Event due to unforeseen circumstances, it shall be considered cancelled, and a new schedule will be promulgated as soon as it is possible.

| Schedule of Events and Deadlines: Palm Row Roadway Improvements | | | |
|---|---|---|---|
| **ACTIVITY** | **DATE** | **TIME (EASTERN)** | **ADDRESS** |
| Solicitation Promulgated (Advertisement) | 6/8/2026 | 3:00 PM | https://vendor.myfloridamarketplace.com/search/bids |
| Question (Procedural) Submission Deadline | 6/15/2026 | 4:00 PM | skaggsc@fsdbk12.org |
| Answers (Procedural) Issued as Addendum | 6/16/2026 | 4:00 PM | https://www.fsdbk12.org/page/purchasing |
| Pre-Bid Qualification Submission Deadline | 7/20/2026 | 1:45 PM | 207 San Marco Ave. St. Augustine, FL 32084 ATTN: Purchasing |
| **Pre-Bid Qualification Opening & Review*** | 7/20/2026 | **2:00 PM** | 207 San Marco Ave. St. Augustine, FL 32084 |
| Advertisement Period Close | 7/20/2026 | 2:00 PM | |
| Pre-Bid Qualification Results Posting | 7/21/2026 | 4:00 PM | https://www.fsdbk12.org/page/purchasing |
| Pre-Bid Qualification Deficiencies Re-submission | 7/27/2026 | 2:00 PM | https://www.fsdbk12.org/page/purchasing |
| Pre-Bid Qualifcation Deficiencies Result Posting | 7/28/2026 | 4:00 PM | https://www.fsdbk12.org/page/purchasing |
| **Mandatory Pre-Response Meeting/Site Visit for Qualified Teams*** | 8/5/2026 | **10:00 AM** | Respondents MUST check in prior to the start of the meeting at the FSDB Campus Police Center Checkpoint on Genoply Street where directions to the actual meeting location will be provided. |
| Question Submission Deadline | 8/7/2026 | 4:00 PM | skaggsc@fsdbk12.org |
| Answers Issued as Addendum | 8/10/2026 | 4:00 PM | https://www.fsdbk12.org/page/purchasing |
| RFP Submission Deadline | 8/14/2026 | 1:45 PM | skaggsc@fsdbk12.org |
| **RFP Bid Opening*** | 8/14/2026 | **2:00 PM** | 207 San Marco Ave. St. Augustine, FL 32084 |
| **Selection Committee Review*** | 8/17/2026 | 4:00 PM | |
| Results Notification** | 8/18/2026 | 4:00 PM | https://www.fsdbk12.org/page/purchasing |
| Intent to Award Advertisement Open | 8/18/2026 | 4:00 PM | https://vendor.myfloridamarketplace.com/search/bids |
| Intent to Award Advertisement Close | 8/21/2026 | 4:00 PM | https://vendor.myfloridamarketplace.com/search/bids |
| Estimated Start of Contract or date of execution, whichever is later | 9/14/2026 | | |

## 2.6 Mandatory Pre-Response Meeting

***This Solicitation will require a Mandatory Pre-Response Meeting for Pre-Qualified prospective bidders only.*** The purpose of the Mandatory Pre-Response Meeting is to review the solicitation with interested Vendors so that areas of misunderstanding or ambiguity are clarified and if necessary to visit the work site. If required, respondents wishing to submit a response shall attend a mandatory pre-response conference on the date and time specified in the **Schedule of Events and Deadlines**. Failure to attend **or arriving late** to a specified mandatory conference **will** preclude respondent from submitting a response. Subcontractors are welcome to attend, but their attendance is not mandatory. ***Respondents MUST check in prior to the start of the meeting at the FSDB Campus Police Center Checkpoint on Genoply Street where directions to the actual meeting location will be provided. For all questions or disputes regarding arrival for the Mandatory Meeting, the respondents' time of arrival for meeting attendance shall be determined by the time of check-in at the FSDB Campus Police Center Checkpoint on Genoply Street. Respondents with an arrival time after the indicated start time will not be able to participate in this solicitation – there will be no exceptions.***

## 2.7 Written Questions

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

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

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

## 2.8 Receipt of Replies

### 2.8.1 Reply Deadline

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

### 2.8.2 Binding Replies

By submitting a reply, each Vendor agrees that its reply shall remain a valid offer for at least 60 days after the reply opening date and that, in the event the contract award is delayed by appeal or protest, such 60-day period is extended until entry of a final order in response to such appeal or protest. Any response that expresses a shorter duration may, in FSDB's sole discretion, be accepted or rejected.

### 2.8.3 Bid Bond

A bid bond or equivalent security **is** required in order to submit a reply to this solicitation. The bidder must provide a good faith deposit in the amount of 5% of the bid by way of a bid bond from a surety insurer authorized to do business in this State as surety or one of these means: a certified check, cashier's check, treasurer's check, or bank draft of any national or state bank, accompanying the bid (§60D-5.004, F.A.C.).

### 2.8.4 Payment and Performance Bond

A payment and performance bond **is** required for this contract and submission of evidence of the Vendor's ability to do so **is** required in order to submit a reply to this solicitation. The selected Vendor **is** required to submit a payment and performance bond, irrevocable letter of credit or cashier's check prior to contract execution.

### 2.8.5 Changes to Replies After Submission Prohibited

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

### 2.8.6 Receipt Statement

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

## 2.9 Oral Presentations

Oral Presentations will not be required as part of the evaluation process for this solicitation.

## 2.10 Request to Withdraw Reply

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

## 2.11 Cost of Preparation of Reply

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

## 2.12 Terms and Conditions

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

## 2.13 Conflict of Interest

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

## 2.14 Convicted Vendors

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

- Submitting a bid/proposal on a contract to provide any goods or services to a public entity;
- Submitting a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work;

- Submitting bids on leases of real property to a public entity;
- Awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transacting business with any public entity in excess of the CATEGORY TWO threshold amount ($35,000) provided in §287.017, F.S.

## 2.15 Discriminatory Vendors

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

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

## 2.16 Respondent's Representation and Authorization

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot 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, §817, F.S.

## 2.17 Brand/Manufacturer's Names, Standards of Quality, and Approved Equivalents

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

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

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

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

### 2.18 Performance Qualifications

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

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

### 2.19 Public Opening & Postponements

Responses shall be opened on the date and time as specified in the **Schedule of Events and Deadlines**. Respondents may attend but are not required to attend. FSDB may choose not to announce prices or release other materials pursuant to §119.071(1)(b), F.S. A scheduled opening will be considered postponed when an emergency or unanticipated events that interrupt normal governmental processes so that the conduct of bid opening as scheduled is impractical. In such cases, an announcement of the rescheduled opening shall be publicly posted on the first workday on which normal Government processes resume. Any person with a qualified disability requiring special accommodation at the pre-submission conference and/or response opening shall contact the Purchasing Director at (904) 827-2356 at least ten (10) working days prior to the event. If you are hearing or speech impaired, please contact this office by e-mail at whitwamk@fsdbk12.org or by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD). For a prompt and timely response to the request for special accommodation, e-mail the Director of Purchasing at whitwamk@fsdbk12.org.

### 2.20 Notifications and Advertisements

Notification and advertisement conducted pursuant to §255.0525, F.S. and §60A-1.021, F.A.C., shall include the FSDB Solicitations website, Purchasing | FSDB, and may include but not be limited to the Florida Administrative Register (FAR), VIP, and additional notifications and advertisements at the discretion of FSDB or as required by law. FSDB shall electronically post notices and awards on the date(s) indicated on the **Schedule of Deadlines and Events**, or before. If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the delay and a revised date for posting the notice of intended award. FSDB shall not provide tabulations or notices of award by telephone. **Respondents are responsible for checking the FSDB Solicitations webpage,** Purchasing | FSDB, **and/or VIP for updated information.**

### 2.21 Firm Response

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

### 2.22 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.

### 2.23 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.

## 2.24 No Discrimination

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

## 2.25 FSDB's Reserved Rights

### 2.25.1 Withdrawal of Solicitation

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

### 2.25.2 Rejection of All Replies

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

### 2.25.3 Right to Inspect, Investigate, and Rely on Information

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

### 2.25.4 Clarifications/Revisions

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

### 2.25.5 Minor Irregularities, Material Variance, and Right to Reject

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

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

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

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

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

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

### 2.25.6 Reserved Rights After Notice of Award

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

### 2.25.7 Right to Solicit Best and Final Offers (BAFO)

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

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

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

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

The objectives of BAFO are to:

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

**2.25.7.1** Procedures for the use of the BAFO process:

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

**2.25.7.2** Content and structure of best and final offers:

A. Best and final offers must contain specific information on what is being requested. Enhanced core components of the solicitation may be solicited; however, the integrity of the scope of the original solicitation must be maintained. Proposers may be asked to provide additional clarification to specific sections of their response, and to rework their proposal content or cost proposal.

B. Best and final offers must include submission requirements with timelines.
C. Best and final offers must contain information on how the offers will be evaluated and the process that will be used to determine the successful proposer(s). The evaluation committee will evaluate the submissions of BAFOs and rescore the original response based entirely on the content of the BAFO submission.
D. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.
E. The best and final offer may not identify either the current rank of any of the proposers or the lowest costs currently proposed.
F. Proposer(s) may be requested to make an oral presentation regarding their BAFO. The evaluation committee will have full discretion to accept or reject any information submitted in a BAFO.
G. The purchasing lead may elect to issue a best and final offer for cost only to the proposer(s) selected for award by the evaluation committee.

**2.25.7.3** Scoring of BAFOs:
A. Evaluation committee members score or re-score the technical portion of the BAFO.
B. Evaluation score sheets for the BAFOs will be developed and provided to the evaluation committee members by the purchasing lead. All scoring worksheets (original evaluation scores, oral presentation scores, best and final scores) must be retained for inclusion in the procurement file. Scores for the BAFOs are entered into a new score sheet/summary worksheet by the purchasing lead.
C. Cost proposals (if requested) are re-scored by the purchasing lead or designee. Only the revised cost proposals from the proposer(s) asked to participate in the BAFO process will be used to calculate the cost proposal score.

### 2.25.8 Other Reserved Rights

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

# SECTION 3 – SPECIFICATIONS

## 3.1 Specifications

### 3.1.1 Overview

Vendor shall repave and provide a fully completed roadway and parking lot at Palm Row on FSDB campus in accordance with the construction plans prepared by civil engineering firm, AlfKa, LLC. This project is scheduled to begin on September 28, 2026, with substantial completion required by April 30, 2027.

### 3.1.2 The Work

**3.1.2.1** The scope of work will include, but not be limited to, the following major elements:

- Milling and/or stripping of existing asphalt surfaces
- Subgrade preparation and improvements
- Repair of damaged underground utilities, including but not limited to irrigation, electrical, water and sewer lines
- Erosion control and tree protection
- Drainage improvements and associated infrastructure
- General site grading and earthwork
- Construction of sidewalks, ADA ramps and concrete curbing
- Paving and asphalt surfacing
- Four (4) speed table crosswalks with brick paver inlay
- One (1) crosswalk with brick paver inlay
- Roadway striping and pavements markings
- Roadway signs (existing signs may be reused if not damaged)
- Sod disturbed areas

**3.1.2.2** Vendor shall provide all permits, including but not limited to Florida Department of Transportation (FDOT), City of St. Augustine, and St Johns River Water Management District (SJRWMD).

**3.1.2.3** All work is to be performed during regular working hours, 7:00AM to 4:00PM, Monday through Friday, excluding State of Florida Holidays. Work outside of these hours requires approval from the FSDB Contract Manager.

**3.1.2.4** Vendor shall install site fencing, as required, and keep the work area clean from debris and shall remove debris to maintain a clean and safe working environment.

**3.1.2.5** Vendor shall properly dispose of all removed materials and debris off-site in accordance with local and state regulations.

#### 3.1.3 Project Closeout Requirements

**3.1.3.1** Upon completion of construction, the vendor shall furnish the FSDB Contract Manager with all required project closeout documentation, including:

- All applicable closeout permits
- A certified survey of the project area
- As-built drawings delivered as one (1) 24" x 36" hard-copy print, PDF format, AutoCAD (.dwg) files and Civil 3D files.

### 3.2 Funding Limits

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

## SECTION 4 – INSTRUCTIONS FOR RESPONDING

### 4.1 How to Submit a Reply

#### 4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Officer or Procurement Manager by the deadline and at the address set forth in the **Schedule of Events and Deadlines.** The Vendor must choose the appropriate means for delivery and is exclusively responsible for receipt of the reply by the Procurement Officer or Procurement Manager. Time of arrival for hand delivered replies shall be determined by the time of arrival at the FSDB Campus Police Center Checkpoint on Genoply Street. Time of arrival for courier delivered replies shall be the time of receipt in the FSDB Mail Room. **Late replies will not be opened or evaluated.**

#### 4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies **WILL NOT** be accepted.

#### 4.1.3 Reply Amendments

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

#### 4.1.4 Complete Sealed Reply (Mandatory Requirement)

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

**4.1.4.1** The original, each copy, and the electronic versions of the reply must be clearly identified and **sealed** in an appropriate **sealed** container or package.

**4.1.4.2** The label provided in this solicitation must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package.

**4.1.4.3** **One** original Reply which must contain an original signature of an official who is authorized to bind the Vendor to their reply.

**4.1.4.4** **Five** copies of the Reply.

**4.1.4.5** **One** electronic version of the reply, identical to the hard copies formatted as specified herein, and any other electronic documents identified in this solicitation (i.e. Spreadsheets, Financials, etc.).

**4.1.4.6** A reply that does not meet the aforementioned elements will be deemed **INCOMPLETE** and **shall not be evaluated**.

### 4.2 Reply Format

#### 4.2.1 Replies to be Thorough

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

#### 4.2.2 Reply Clarity Essential

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

#### 4.2.3 Replies to be Concise

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

### 4.2.4 Hard Copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper, normal to narrow margins, 12-point type, and portrait orientation. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The original and each copy of the reply must be bound (**no 3-ring binders**) and the front of each clearly labeled with the following:

**4.2.4.1** Title of the Reply;
**4.2.4.2** Solicitation number;
**4.2.4.3** Vendor's name; and
**4.2.4.4** Identification of the enclosed document (the original reply must be clearly marked as such and copies identified and numbered as copy #1, copy #2, etc.).

**DO NOT ATTACH THE BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed in Section 4.4 – *in the order listed* therein.**

### 4.2.5 Electronic Copy Format (Mandatory Requirement)

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

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

- The software used to produce the electronic files must result in the provision of an **unprotected** Adobe portable document format ("pdf"), version 6.0 or higher – no password encryption will be accepted. Replies must be able to be opened and viewed by FSDB utilizing Adobe Acrobat, version 9.0. **The electronic copies shall not be password protected** and must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation.

The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non "original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted, FSDB reserves the right, at its sole discretion, to reject the entire reply. **If the electronic version is found to deviate from the original in *any* way, this may be grounds for deeming the response INCOMPLETE.**

### 4.2.6 References to Separately Bound Material

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

## 4.3 Public Records and Trade Secrets

### 4.3.1 Replies and Other Submissions Are Property of the State

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

### 4.3.2 Replies and Other Submissions Are Subject to Public Inspection

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

### 4.3.3 How to Claim Trade Secret Protection

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

#### 4.3.4 Vendor's Duty to Respond to Public Records Requests

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

#### 4.3.5 FSDB Not Obligated to Defend Vendor Claims

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

### 4.4 Content and Structure of the Pre-Bid Reply

**DO NOT ATTACH THE BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed as follows – *in the order listed, and utilizing the following pages as Document Tabs to organize the data*.**

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

Each response should be prepared simply and economically providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirements of this Solicitation. Fancy bindings, colored displays, promotional material, etc. are not desired. Additional information submitted after the response document or separate from the response document will not be considered unless specifically requested by FSDB and then only to the extent requested.

## The following pages (4.4.1 through 4.4.2) are to be used as Tab Dividers in the Pre-Bid Submission Response.

**[This space intentionally left blank]**

### 4.4.1 Title Page (Pre-Bid Submission Mandatory Requirement)

4.4.1.1 Project Name and Solicitation number: **Palm Row Roadway Improvements – RFP-26-164**

4.4.1.2 Vendor's legal name: ____________________________________________

Physical address: ______________________________________________

Physical address: ______________________________________________

Federal tax identification number: 

4.4.1.3 Person who can respond to inquiries regarding the reply:

Name: ____________________________________________

Title: ____________________________________________

E-mail address: ______________________________________

Telephone number: ____________________________________

4.4.1.4 Person who will sign a contract, if awarded:

Name: ____________________________________________

Title: ____________________________________________

E-mail address: ______________________________________

Telephone number: ____________________________________

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

**[INSERT NARRATIVE HERE]**

## 4.4.2 TAB 1: Pre-Bid Qualifying Requirements

### 4.4.2.1 MFMP Registration and Substitute W-9 filing

Each bidder must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP). Attach a copy of the MFMP registration page from VIP.

If a bidder is not registered in VIP, then registration must be completed in advance of contract award. Requirement for bid submission in this stage is proof that the two-part process has been completed. This will include a copy of the registration in VIP and an electronic "Substitute W9" form. Vendor must have a valid W9 status and active registration in VIP before a contract can be executed.

Registration and verification from VIP can be obtained from:

- https://vendor.myfloridamarketplace.com/

**FSDB does not collect or retain W9 forms - do not submit a hard copy W9 form.**

### 4.4.2.2 Registrations and Licenses

Each bidder whose field or area is governed by Chapter 489 of the Florida Statutes for licensure must hold a valid current license as required by the Statute. If the bidder is a corporation, he must also be properly registered with the State of Florida, Department of State, Division of Corporation. The reply must include copies of applicable Florida licenses, and registrations.

### 4.4.2.3 Qualifications and Experience

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

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

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

### 4.4.2.4 References

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

In order for a Vendor to be pre-qualified to submit a bid for this solicitation, the above requirements **MUST** be submitted by **July 20, 2026, at 1:45 PM, as noted in the Schedule of Events and Deadlines**. Notification of Vendors who meet the pre-bid qualifying criteria will be posted on the FSDB Website in the Solicitation Project Dropbox on **July 21, 2026**. Vendors who do not meet the pre-bid qualifications will have five (5) calendar days to correct their pre-qualification deficiencies, which will be due on **July 27, 2026, at 2:00 PM.** Notification of correction and qualification will be posted on the FSDB Website in the Solicitation Project Dropbox on **July 28, 2026, at 4:00 PM**. All vendors who have met the pre-qualification requirements will be required to attend the Mandatory Pre-Response Meeting/Site Visit on **August 5, 2026**, at the FSDB campus, as noted in the Schedule of Events and Deadlines in order to submit a bid response.

**[This space intentionally left blank]**

**Sealed Mandatory Requirements Checklist for Pre-Bid Qualifications**

Vendor: ___________________________

### 4.1.4 Complete Sealed Reply (Mandatory Requirement)

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

- ❑ The package must arrive before the deadline stipulated in the Solicitation Document.
- ❑ 4.1.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate **sealed** container or package.
- ❑ 4.1.4.2 The label provided in this solicitation must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package.
- ❑ 4.1.4.3 **One** original Reply which **must contain an original signature** of an official who is authorized to bind the Vendor to their reply.
- ❑ 4.1.4.4 **Five** copies of the Reply.
- ❑ 4.1.4.5 **One** electronic version of the reply, identical to the hard copies formatted as specified herein, and including any required spreadsheets or electronic documents stipulated in the Solicitation Document*.
- ❑ 4.1.4.6 **Reply is complete***. A reply that does not conform to the aforementioned elements will be deemed **INCOMPLETE** and shall not be evaluated.

**<u>Certification of Qualification</u>**

_________________________________________ ______________

*Signature – Kim Whitwam, Director of Purchasing* *Date*

_________________________________________ ______________

*Signature – Christine Skaggs, Purchasing Analyst* *Date*

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

**Mandatory Requirements Checklist for Pre-Bid Qualifications**

Vendor: ____________________________

### 4.4.1 Title Page

- ❑ 4.4.1.1 Name of Solicitation and Number: **Palm Row Roadway Improvements – RFP-26-164**
- ❑ 4.4.1.2 Vendor's name, address, and federal tax identification number
- ❑ 4.4.1.3 Name, title, address, e-mail address, and telephone number of person who can respond to inquiries regarding reply
- ❑ 4.4.1.4 Name, title, address, e-mail address, and telephone number of person who will sign a contract, if awarded
- ❑ 4.4.1.5 Narrative about the history of the firm, including date of inception, ownership structure, etc.

### 4.4.2 TAB 1: Vendor Qualifications

- ❑ 4.4.2.1 MFMP Registration and Substitute W-9 filing
- ❑ 4.4.2.2 Registrations and Licenses
- ❑ 4.4.2.3 Qualifications and Experience
- ❑ 4.4.2.4 References

**<u>Certification of Qualification</u>**

______________________________________ ______________

*Signature – Kim Whitwam, Director of Purchasing* *Date*

______________________________________ ______________

*Signature – Christine Skaggs, Purchasing Analyst* *Date*

## Reply Pre-Bid Submission Label

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

Responses will be received at:

Florida School for the Deaf and the Blind
*Attention: Purchasing Center, Building #28*
207 San Marco Avenue
St. Augustine, FL 32084

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

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

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

**SEALED RESPONSE FOR:**

**Palm Row Roadway Improvements - Pre-Bid Submission**
**RFP-26-164**

**FROM: ______________________________________________**
*Company Name*

**Attention: Christine Skaggs, Purchasing Analyst**
**DO NOT OPEN PRIOR TO: July 20, 2026, at 2:00 PM____________________**

**DO NOT TAPE INSIDE THIS AREA**

Delivered By: ________________________________________

Received By: ________________________________________

Date & Time Received: __________________________________

**DO NOT TAPE INSIDE THIS AREA**

## 4.5 How to Submit a Reply for the Qualified Bid Response

### 4.5.1 Mandatory Reply Deadline

All replies must be received by the Procurement Officer or Procurement Manager by the deadline and at the address set forth in the **Schedule of Events and Deadlines.** The Vendor must choose the appropriate means for delivery and is exclusively responsible for receipt of the reply by the Procurement Officer or Procurement Manager. Time of arrival for hand delivered replies shall be determined by the time of arrival at the FSDB Campus Police Center Checkpoint on Genoply Street. Time of arrival for courier delivered replies shall be the time of receipt in the FSDB Mail Room. **Late replies will not be opened or evaluated.**

### 4.5.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies **WILL NOT** be accepted.

### 4.5.3 Reply Amendments

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

### 4.5.4 Complete Sealed Reply (Mandatory Requirement)

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

**4.5.4.1** The original, each copy, and the electronic versions of the reply must be clearly identified and **sealed** in an appropriate **sealed** container or package.

**4.5.4.2** The label provided in this solicitation must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package.

**4.5.4.3** **One** original Reply which must contain an original signature of an official who is authorized to bind the Vendor to their reply.

**4.5.4.4** **Five** copies of the Reply.

**4.5.4.5** **One** electronic version of the reply, identical to the hard copies formatted as specified herein, and any other electronic documents identified in this solicitation (i.e. Spreadsheets, Financials, etc.).

**4.5.4.6** A reply that does not meet the aforementioned elements will be deemed **INCOMPLETE** and **shall not be evaluated**.

## 4.6 Reply Format

### 4.6.1 Replies to be Thorough

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

### 4.6.2 Reply Clarity Essential

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

### 4.6.3 Replies to be Concise

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

### 4.6.4 Hard Copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper, normal to narrow margins, 12-point type, and portrait orientation. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The original and each copy of the reply must be bound (**no 3-ring binders**) and the front of each clearly labeled with the following:

**4.6.4.1** Title of the Reply;

**4.6.4.2** Solicitation number;

**4.6.4.3** Vendor's name; and

**4.6.4.4** Identification of the enclosed document (the original reply must be clearly marked as such and copies identified and numbered as copy #1, copy #2, etc.).

**DO NOT ATTACH THE BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed in Section 4.8 – *in the order listed* therein.**

### 4.6.5 Electronic Copy Format (Mandatory Requirement)

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

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

- The software used to produce the electronic files must result in the provision of an **unprotected** Adobe portable document format ("pdf"), version 6.0 or higher – no password encryption will be accepted. Replies must be able to be opened and viewed by FSDB utilizing Adobe Acrobat, version 9.0. **The electronic copies shall not be password protected** and must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation.

The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non "original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted, FSDB reserves the right, at its sole discretion, to reject the entire reply. **If the electronic version is found to deviate from the original in *any* way, this may be grounds for deeming the response INCOMPLETE.**

### 4.6.6 References to Separately Bound Material

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

## 4.7 Public Records and Trade Secrets

### 4.7.1 Replies and Other Submissions Are Property of the State

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

### 4.7.2 Replies and Other Submissions Are Subject to Public Inspection

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

### 4.7.3 How to Claim Trade Secret Protection

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

### 4.7.4 Vendor's Duty to Respond to Public Records Requests

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

### 4.7.5 FSDB Not Obligated to Defend Vendor Claims

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

## 4.8 Content and Structure of the Bid Submission Reply

**DO NOT ATTACH THE BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed as follows – *in the order listed, and utilizing the following pages as Document Tabs to organize the data*.**

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

Each response should be prepared simply and economically providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirements of this Solicitation. Fancy bindings, colored displays, promotional material, etc. are not desired. Additional information submitted after the response document or separate from the response document will not be considered unless specifically requested by FSDB and then only to the extent requested.

**The following pages (4.8.1 through 4.8.6) are to be used as Tab Dividers in the Bid Submission Response.**

**[This space intentionally left blank]**

### 4.8.1 Title Page (Bid Submission Mandatory Requirement)

**4.8.1.1** Project Name and Solicitation number: **Palm Row Roadway Improvements – RFP-26-164**

**4.8.1.2** Vendor's legal name: ______________________________________________

Physical address: ________________________________________________

Physical address: ________________________________________________

Federal tax identification number:

| |
|---|
| |

**4.8.1.3** Person who can respond to inquiries regarding the reply:

Name: _________________________________________________

Title: __________________________________________________

E-mail address: ___________________________________________

Telephone number: ________________________________________

**4.8.1.4** Person who will sign a contract, if awarded:

Name: _________________________________________________

Title: __________________________________________________

E-mail address: ___________________________________________

Telephone number: ________________________________________

***(Space left intentionally blank)***

## 4.8.2 TAB 1: Vendor Required Documents (Bid Submission Mandatory Requirement)

### 4.8.2.1 Certificate of Insurance

The reply must include a certificate of insurance.

### 4.8.2.2 Bid Bond

A bid bond in the amount of 5% of the contract value is required to accompany the reply.

### 4.8.2.3 Evidence of Ability to Provide Payment and Performance Bond

Evidence of the Vendor's ability to provide a payment and performance bond prior to contract execution, and for the duration of the contract, is required to accompany the reply. Payment and performance bond will be 100% of the total cost of the project.

### 4.8.2.4 Location Map

Google Maps directions from the vendor's main office to "207 San Marco Avenue, St. Augustine, FL 32084" are required to accompany the reply.

**[This space intentionally left blank]**

### 4.8.3 TAB 2: Vendor Certified Statements and Cost Proposal (Mandatory Requirement)

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

- APPENDIX A – Receipt of Addendum Form
- APPENDIX B – Identical Tie Bids Statement
- APPENDIX C – Public Entity Crimes Sworn Statement
- APPENDIX D – Affidavit of Compliance with Minority and Veteran Business Participation
- APPENDIX E – Use of Coercion of Labor for Commodities or Services
- APPENDIX F – Notice to Contractors
- APPENDIX G – Vendor Certification Form (PUR 7801)
- APPENDIX H – Financial Statement
- APPENDIX I – Vendor Proposal Form

**[This space intentionally left blank]**

## APPENDIX A – 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____________

ADDENDA NO.____________ DATED____________

ADDENDA NO.____________ DATED____________

ADDITIONAL ADDENDA:

DURING THE SOLICITATION PROCESS AND 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)

_______________________________________________

**(Contractor's Florida Department of Business and Professional Regulations license number)**

**State of _______________ County of _______________**

**PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _________________________________ who after being sworn by me, affixed his/her signature in the space provided above on this _________day of ____________, 20___.**

**(Notary Public)** **My commission expires:**

END OF DOCUMENT

## APPENDIX B – Identical Tie Bids Statement

Whenever two or more bids which are equal with respect to price, quality and service are received by 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 (§287.087, F.S.). Established procedures for processing tie bids will be followed if none of the tied contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

6. Make a good-faith effort to continue to maintain a drug-free workplace through 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)

______________________________________________________________
**(Contractor's Florida Department of Business and Professional Regulations license number)**

**State of _______________ County of _______________**

**PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, ________________________________ who after being sworn by me, affixed his/her signature in the space provided above on this _________day of ____________, 20___.**

______________________________
**(Notary Public)**

**My commission expires:**

END OF DOCUMENT

## APPENDIX C – Public Entity Crimes Sworn Statement

**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.**

1. This sworn statement is submitted to by ________________________________________ (print name and title) for ________________________________________ (print name of entity submitting sworn statement) whose business address is ________________________________________, and whose Federal Employer Identification Number (**FEIN**) is:

   *(If the entity has no FEIN, include the Social Security Number of the individual signing this statement)*

2. I understand that a "public entity crime" as defined in §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.

3. I understand that "convicted" or "conviction" as defined in §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.

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

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

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

5. I understand that a "person" as defined in §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.

6. Based on information and belief, the statement which I have **marked** below is true in relation to the entity submitting this sworn statement.

**(Indicate which statement applies by check mark.)**

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

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

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

## APPENDIX C – Public Entity Crimes Sworn Statement (Continued)

**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 §287.017, F.S., FOR CATEGORY TWO ($35,000) 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)

_________________________________________________________________________

**(Contractor's Florida Department of Business and Professional Regulations license number)**

**State of ________________ County of ________________**

**PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, ___________________________________ who after being sworn by me, affixed his/her signature in the space provided above on this __________day of ____________, 20___.**

**(Notary Public)**

**My commission expires:**

END OF DOCUMENT

## APPENDIX D – Affidavit of Compliance with Minority and Veteran's Business Enterprise Participation

Comes now_____________________________________ as _________________________________________ of
(name) (position of authority)

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

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

| CHECKBOX | MBE/VBE PARTICIPATION |
|---|---|
| | State of Florida Certified MBE business (submit supporting certification documentation*) |
| | Eligible for Florida MBE certification, but not certified (submit supporting affidavit*) |
| | Ineligible firm with three MBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| | Ineligible firm with two MBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| | Ineligible firm with one MBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| | State of Florida Certified VBE business (submit supporting certification documentation*) |
| | Eligible for Florida VBE certification, but not certified (submit supporting affidavit*) |
| | Ineligible firm with three VBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| | Ineligible firm with two VBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| | Ineligible firm with one VBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| | Ineligible firm or insufficient/no documentation submitted or no selection made herein |

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

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

_____________________________________________________________________________________

_____________________________________________________________________________________

FURTHER AFFIANT SAYETH NOT IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _______day of ____________, 20____.

BY: _________________________________ _________________________________ _________________________________
(name of authorized principal) (Signature of principal in firm) (firm name)

_________________________________________________________________
**(Contractor's Florida Department of Business and Professional Regulations license number)**

**State of _______________ County of _______________**

**PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _________________________________ who after being sworn by me, affixed his/her signature in the space provided above on this _________day of ____________, 20___.**

**(Notary Public)**

**My commission expires:**

END OF DOCUMENT

## APPENDIX E – Use of Coercion of Labor for Commodities or Services Statement

I acknowledge, by my signature below, that our firm is not on the Forced Labor Vendor list for the State of Florida.

Pursuant to §787.06(13), F.S., our firm does not use coercion to employe any person for labor or services. Furthermore, I acknowledge that, to the best of my knowledge, the commodities being offered to Florida School for the Deaf and Blind as part of this solicitation have not been produced in whole or in part, by forced labor IAW §287.1346, F.S.

If, at any time in the future, our firm does use coercion of labor for commodities or services, we will immediately notify Florida School for the Deaf and the Blind.

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)

______________________________________________________________________

**(Contractor's Florida Department of Business and Professional Regulations license number)**

**State of _______________ County of _______________**

**PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, ________________________________ who after being sworn by me, affixed his/her signature in the space provided above on this _________day of ___________, 20___.**

**My commission expires:**

**(Notary Public)**

END OF DOCUMENT

## APPENDIX F – Notice to Contractors

If a contract is awarded, the CONTRACTOR acknowledges that:

1. They are aware of the "Badging" requirements stipulated in House Bill 21, passed by the 2013 Florida Legislature and signed by Governor Rick Scott which creates the requirement for a uniform, statewide identification badge to be worn by non-instructional contractors when on school grounds. The badge signifies that the non-instructional contractor has met the screening standards set forth in §1012.467, F.S.

2. They have reviewed the "**FSDB Fieldprint Badging Letter for Unrestricted Contractor Access template 2025**" document found in the FSDB Solicitations DropBox folder accessible from the FSDB website.

3. The required background check will be conducted by a third-party vendor (Fieldprint) and the vendor will require an FSDB specific Form and Code for processing which shall be provided after award.

4. Fieldprint will initiate background checks on all contractors and their staff. No one will be permitted access to the campus until completion of the background check and issuance of an FSDB Identification.

5. Once cleared each individual will be issued an FSDB identification badge. This identification must be displayed by the individual at all times. If any person working on campus fails to display the identification, he will be escorted from the campus and not permitted to return.

6. All contractors are required to ensure that people working under their contract have completed the required background check. This requirement applies to any sub-contractor working under general contract.

7. They are required to comply with these requirements **at their own expense**.

8. Failure of the contractor to ensure compliance with the previous requirements may lead to termination of this contract and the possibility of being denied future work at FSDB.

____________________________________

Name of Firm

Authorized Signature

____________________________________

(Print Name and Title)

____________________________________

Date

**PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, ________________________________ who after being sworn by me, affixed his/her signature in the space provided above on this _________day of ___________, 20___.**

**(Notary Public)**

**My commission expires:**

END OF DOCUMENT

## APPENDIX G – Vendor Certification Form (PUR 7801)

**PLEASE NOTE THAT A SELECTION MUST BE MADE IN THE VENDOR INDICATOR COLUMN PRIOR TO PRINTING AND SIGNING FOR INCLUSION IN THE BID SUBMISSION PACKAGE. FAILURE TO DO SO MAY DISQUALIFY THE RESPONDENT FROM FURTHER CONSIDERATION.**

I hereby certify the following on behalf of the vendor identified below:

| **Customer Indicator** (Required, N/A, Determined by Vendor) | **Vendor Indicator** (Certified, N/A) | **Certification** |
|---|---|---|
| Required | Choose an item. | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx. |
| Required | Choose an item. | If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/fsb/PerformanceReports.aspx. |
| Required | Choose an item. | The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.<br><br>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services. |

| | | |
|---|---|---|
| N/A | N/A | If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto. |
| N/A | N/A | If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto. |
| Required | Choose an item. | The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S. |
| Required | Choose an item. | The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S. |
| Required | Choose an item. | If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. |

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

**Vendor Information** **Signatory**

Name Signature Date

FEIN Typed or Printed Name

Title

## APPENDIX H – Financial Statement

The information listed in the Contractor's Financial Statement Forms is required to be filed with the soliciting agencies prior to award of any contract. In order to expedite the processing of contracts, please complete the enclosed forms in accordance with these instructions.

If an audited or reviewed financial statement has been provided, DO NOT complete the following information, but indicate that the Financial Statement has been provided as a separate attachment. If this information is to be excluded from Public Records requirements, please mark the documents as "Confidential".

**CONTRACTOR'S FINANCIAL STATEMENT**
**OWNER'S INSTRUCTIONS**

The information listed in the Contractor's Financial Statement Forms is required to be filed with soliciting agencies prior to award of any contract. In order to expedite the processing of contracts, please complete the enclosed forms in accordance with these instructions.

The bidder is required to complete all the attached forms. If the bid is a Joint Venture, then each Corporation, Partnership or Individual that is a party to the Joint Venture must complete, individually, each form. All references to "Fiscal Year" in this questionnaire will mean the fiscal year of the bidder filing this form. *If additional space is required, please attach supplementary pages.*

Heading: Project Title - Indicate title of project as shown in the specifications.
Location - Project location as shown in the specifications.

**Sections 1-45**: Complete in accordance with form.

## FINANCIAL STATEMENT

As of__________________________(Date)

**If audited or reviewed Financial Statement has been provided, do not complete Lines 7-50 and indicate attachment.**

**ASSETS**

| | |
|---|---|
| 1. CASH* | $__________ |
| ACCOUNTS RECEIVABLE | |
| 2. From Government Contracts Completed | __________ |
| 3. From Non-Government Contracts Completed | __________ |
| 4. Claims included in 8 and 9 not yet approved or in litigation | $__________ |
| 5. From Government Contracts in Process | __________ |
| 6. From Non-Government Contracts in Process | __________ |
| 7. Claims included in 11 and 12 not yet approved or in litigation | __________ |
| 8. Retainage included in 11 and 12 | __________ |
| 9. Other** (list) | |
| ______________________________ | __________ |
| ______________________________ | __________ |
| NOTES RECEIVABLE | |
| 10. Due within 90 days** | __________ |
| 11. Due after 90 days** | __________ |
| INVESTMENTS | |
| 12. Listed Securities - Present Market Value | __________ |
| 13. Unlisted Securities - Present Value | __________ |
| BID DEPOSITS | |
| 14. Recoverable within 90 days | __________ |
| 15. Recoverable after 90 days | __________ |
| ACCRUED INTEREST | |
| 16. Receivable on Notes | __________ |
| 17. Receivable on Investments | __________ |
| 18. Other (list) | |
| ______________________________________________ | __________ |
| 19. REAL ESTATE (BOOK VALUE OR MARKET, WHICHEVER IS LESS) | __________ |
| 20. INVENTORIES (NOT INCLUDED IN RECEIVABLE BILLING AND AT PRESENT VALUE) | __________ |
| 21. EQUIPMENT-NET BOOK VALUE (Supply list by cost, depreciation, net book value) | __________ |
| OTHER ASSETS | |
| 22. Contract Costs in excess of Billings | $__________ |
| 23. Cash Surrender Value of Life Insurance | __________ |
| 24. Receivables from Officers and Employees | __________ |
| 25. Other (list) | |
| ______________________________ | __________ |
| ______________________________ | __________ |
| ______________________________ | __________ |

## FINANCIAL STATEMENT
(continued)

| | |
|---|---|
| 26. TOTAL ASSETS | $__________ |

*Do not include deposits for bids or other Guarantees
**Do not include receivables from officers and employees

| | |
|---|---|
| ACCOUNTS PAYABLE | |
| 27. Due within 1-year | __________ |
| 28. Due after 1-year | __________ |
| NOTES PAYABLE | |
| 29. Due within 1-year | __________ |
| 30. Due after 1-year | __________ |
| 31. Officers and Employees | __________ |
| 32. TAXES PAYABLE | __________ |
| 33. ACCRUED AND ACTUAL PAYROLL PAYABLE | __________ |
| 34. MORTGAGES PAYABLE | __________ |
| OTHER LIABILITIES | |
| 35. Federal Income Tax Provision | __________ |
| 36. Deferred Income | __________ |
| 37. Other (list) | __________ |
| ____________________ | __________ |
| ____________________ | __________ |
| NET WORTH | |
| 38. (If individual proprietorship or partnership) | __________ |
| CAPITAL STOCK | |
| 39. Common Issued and Outstanding | __________ |
| 40. Preferred Issued and Outstanding | __________ |
| 41. Treasury Stock | $__________ |
| CAPITAL SURPLUS | |
| 42. Earned Surplus Prior Years | __________ |
| 43. Earned Surplus Current Year | __________ |
| 44. TOTAL LIABILITIES AND NET WORTH | $__________ |

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

45. Dated this____________day of________________, 20_______

________________________________________
Name of Organization

By: ______________________________ Title: ______________________________

## APPENDIX I – Vendor Proposal Form

Florida School for the Deaf and the Blind
Purchasing Center, building #28
207 San Marco Avenue
St. Augustine, FL 32084

| Submitted by (Company Name): |
|---|
| |

Project Name: **Palm Row Roadway Improvements RFP-26-164**

To Whom It May Concern:

The undersigned Contractor, hereinafter called "Bidder" proposes to furnish all materials and labor for the project identified in the solicitation documents for Florida School for the Deaf and the Blind in St. Johns County. In full accordance with the described Scope of Work, bidder submits the following cost proposal.

| *Proposal Amounts will be the prices listed in Article 3 of the Contract - "Deliverables and Payments"* | |
|---|---|
| **Description** | **Amount** |
| Milling/stripping | $ |
| Subgrade preparation and improvements | $ |
| Repair of damaged underground utilities | $ |
| Erosion control/tree protection | $ |
| Drainage Improvements | $ |
| General Site Work | $ |
| Construction of sidewalks, ramps, curbing | $ |
| Paving and asphalt surfacing | $ |
| Four (4) speed table crosswalks with brick paver inlay | $ |
| One (1) crosswalk with brick paver inlay | $ |
| Striping and pavement markings | $ |
| Roadway signs | $ |
| Sod for disturbed areas | $ |
| **Total Lump Sum Bid:** | **$** |

In consideration of the Agreement by the "Owner," the Bidder has agreed and does hereby agree, (1) that the attached proposal shall remain in full force and effect for a period of sixty (60) days after the time of the opening of this proposal, and that the "Bidder" will not revoke nor cancel this proposal or withdraw from the competition within said sixty (60) day period, (2) that in the event the contract is awarded to this "Bidder, "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.

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)

______________________________________________________
**(Contractor's Florida Department of Business and Professional Regulations license number)**

**State of** ________________ **County of** ________________

**PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,** __________________________________ **who after being sworn by me, affixed his/her signature in the space provided above on this** __________**day of** ____________**, 20**___**.**

**(Notary Public)**

**My commission expires:**

**END OF DOCUMENT**

## 4.8.4 TAB 3: Vendor Qualifications (Bid Submission Requirement)

### 4.8.4.1 Current and Past Projects

The reply must include a comprehensive list of all projects which the Vendor has in progress or has completed within the past thirty-six (36) months. The list must include the following information about each contract:

4.8.4.1.1 Name of the contracting state or local governmental agency and the applicable office or program issuing the contract;
4.8.4.1.2 Contract name and number;
4.8.4.1.3 Starting and ending dates;
4.8.4.1.4 Total contract amount;
4.8.4.1.5 A brief description of the purpose of the contract and the types of services provided under the contract; and
4.8.4.1.6 Name and contact information of the Contract Manager.

### 4.8.4.2 Ability to Perform Contract Requirements

The Reply must describe the firm's personnel who will work with FSDB including the extent of the principal's involvement, names of key members who will be performing the work for the designated program requirements and their capability to perform the work during the duration of the project, and the project manager's experiences with similar projects.

**[This space intentionally left blank]**

## 4.8.5 TAB 4: Vendor Approach (Bid Submission Requirement)

### 4.8.5.1 Scheduling this Project

As a part of the project approach, the applicants should propose a scheduling methodology for effectively managing and executing the work in optimum time and indicate their procedure for scheduling and for compliance controls. The firm should describe any representative current projects and the projected versus the actual schedule of each.

**[This space intentionally left blank]**

### 4.8.6 TAB 5: Vendor Supplemental Information

#### Supplemental Information

The Vendor may attach other information they deem pertinent or appropriate in this section.

**[This space intentionally left blank]**

## SECTION 5 – THE SELECTION METHODOLOGY

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

### 5.1 Selection Procedures & Mandatory Requirements

5.1.1 Each proposal will be fully evaluated. FSDB, at its sole discretion, will determine whether particular proposers have the basic qualifications and experience and/or meet the evaluation criteria. FSDB may reject the proposal of any proposer who is determined to be non-responsive. The failure of a proposer to promptly supply information may be grounds for a determination of "non-responsive".

5.1.2 Sealed Mandatory Checklist Form: The Procurement Officer and Procurement Manager will prepare the Sealed Mandatory Response Form. In preparing the Sealed Mandatory Response Form, the Procurement Officer and Procurement Manager will list each applicant in alphabetical order and review each response for completeness and compliance with the instructions stated in the public announcement and the criteria established in FSDB solicitation package.

5.1.3 Mandatory Requirements Checklist Form: The Procurement Officer and Procurement Manager will open and record the responses at the appointed time and qualify each by examination. Utilizing the Mandatory Requirements Checklist Form, the responses will be examined to ensure they are complete, accurate, and conform to the guidelines established in this solicitation document.

5.1.4 A Vendor must comply with the Sealed Mandatory and Mandatory Requirements Checklists in order to be considered for selection under this solicitation. A reply that fails to meet the Mandatory Requirements will be deemed non-responsive and will not be evaluated.

5.1.5 An initial determination that a reply meets the Sealed Mandatory and Mandatory Requirements Checklists does not preclude a subsequent determination of non-responsiveness.

### 5.2 Evaluation Methodology

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

#### 5.2.1 Scoring by Evaluators

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

##### 5.2.1.1 Location — Max Score: 5

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

| Distance in Miles | | | | | |
|---|---|---|---|---|---|
| From | To | Score | From | To | Score |
| 0 | 50 | 5 | >150 | 200 | 2 |
| >50 | 100 | 4 | >200 | 250 | 1 |
| >100 | 150 | 3 | >250 | | 0 |

##### 5.2.1.2 Minority and/or Veteran's Business Enterprises (MBE/VBE) — Max Score: 10

It is the practice of Florida School for the Deaf and the Blind to encourage the maximum participation of Minority (MBE) and/or Veteran's (VBE) Business Enterprises in its contract awards, based upon availability. Provide a letter and appropriate supporting documentation of MBE and/or VBE participation. An objective evaluation will be conducted and a **maximum of rating of 10** will be awarded based on the matrix below.

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

| RATING | MBE/VBE PARTICIPATION |
|---|---|
| 5 | State of Florida Certified MBE business (submit supporting certification documentation*) |
| 4 | Eligible for Florida MBE certification, but not certified (submit supporting affidavit*) |
| 3 | Ineligible firm with **three** MBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| 2 | Ineligible firm with **two** MBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| 1 | Ineligible firm with **one** MBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| 5 | State of Florida Certified VBE business (submit supporting certification documentation*) |
| 4 | Eligible for Florida VBE certification, but not certified (submit supporting affidavit*) |
| 3 | Ineligible firm with **three** VBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| 2 | Ineligible firm with **two** VBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| 1 | Ineligible firm with **one** VBE certified sub-consultant firms contracted (submit supporting affidavit*) |
| 0 | Ineligible firm or insufficient/no documentation submitted or no selection made herein |

#### 5.2.1.3 Current and Past Projects — Max Score: 15

Evaluations will be based on all ongoing or completed projects within the past 36 months. Information about the contracts is enumerated in Tab 3, section 4.8.4.1, and is to be included under Tab 3. Past performance data on file with FSDB will be considered only for the past three (3) years as of July 1 of the current year. Members of the Committee may take into consideration their own personal knowledge of a firm's past performance, but this must be documented in the selection file**.**

#### 5.2.1.4 Ability to Perform Contract Requirements — Max Score: 15

Outline the firm's personnel who would work with FSDB. The response should address the following and be submitted under Tab 3, section 4.8.4.2:

- Extent of principal involvement
- Names of key members who will be performing the work for designated projects and their responsibilities
- Qualifications and relevant individual experience
- Project manager's experience with similar projects
- Capability to perform to work for the duration of the project

#### 5.2.1.5 Financial Capability — Max Score: 10

The Contractor must submit financial statements indicating the organizations financial capability and must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the contract and to assure financial stability through to the completion of the project. Financial statements may be submitted in a separate envelope and marked 'Confidential' for exclusion from public records. These will be submitted as Appendix H. Financial Capability will be subjectively evaluated utilizing a **grading range of 0-10**.

#### 5.2.1.6 Scheduling this Project — Max Score: 10

As a part of the project approach, the applicants should propose a scheduling methodology for effectively managing and executing the work in optimum time and indicate their procedure for scheduling and for compliance controls. The firms should describe any representative current projects and the projected, versus the actual schedule of each.

#### 5.2.1.7 Response Pricing — Max Score: 20

Response pricing will be submitted on the provided proposal form. The objective criteria based on the bid price ranking is as follows:

| Points | Bid Price Ranking |
|---|---|
| 20 | Lowest priced bid |
| 15 | 2nd lowest priced bid |
| 10 | 3rd lowest priced bid |
| 5 | 4th lowest priced bid |
| 0 | All other higher priced bids |

## 5.3 Final Selection and Notice of Intent to Award Contract

### 5.3.1 Award Selection

FSDB will select for award of the contract the responsive Vendor or Vendors as determined by the President or designee to provide the best value to the State based on the selection criteria, taking into consideration the recommended award by the Evaluation Team. In so doing, the President or designee is not required to score the Vendor(s) but will base his or her decision on the criteria set forth herein.

### 5.3.2 FSDB's Right to Rely on Replies and Evaluations

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

### 5.3.3 FSDB's Evaluation Team Recommendation

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

### 5.3.4 FSDB's Reserved Rights

FSDB reserves the right to**:**

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

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

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

**5.3.4.4** Post a notice of withdrawal of award in the event that the successful Vendor fails to execute a contract. In such event, FSDB reserves the right to re-procure services.

### 5.3.5 Posting Notice of Award

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

**Sealed Mandatory Requirements Checklist**

Vendor: ____________________________

### 4.5.4 Complete Sealed Reply (Mandatory Requirement)

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

- ❑ The package must arrive before the deadline stipulated in the Solicitation Document.
- ❑ 4.5.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate **sealed** container or package.
- ❑ 4.5.4.2 The label provided in this solicitation must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package.
- ❑ 4.5.4.3 **One** original Reply which **must contain an original signature** of an official who is authorized to bind the Vendor to their reply.
- ❑ 4.5.4.4 **Five** copies of the Reply.
- ❑ 4.5.4.5 **One** electronic version of the reply, identical to the hard copies formatted as specified herein, and including any required spreadsheets or electronic documents stipulated in the Solicitation Document*.
- ❑ 4.5.4.6 **Reply is complete***. A reply that does not conform to the aforementioned elements will be deemed **INCOMPLETE** and shall not be evaluated.

**Certification of Qualification**

________________________________________ ____________

*Signature – Kim Whitwam, Director of Purchasing* *Date*

________________________________________ ____________

*Signature – Christine Skaggs, Purchasing Analyst* *Date*

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

**Mandatory Requirements Checklist**

Vendor: ___________________________

## 4.8.1 Title Page

- ❑ 4.8.1.1 Name of Solicitation and Number: **Palm Row Roadway Improvements RFP-26-164**
- ❑ 4.8.1.2 Vendor's name, address, and federal tax identification number
- ❑ 4.8.1.3 Name, title, address, e-mail address, and telephone number of person who can respond to inquiries regarding reply
- ❑ 4.8.1.4 Name, title, address, e-mail address, and telephone number of person who will sign a contract, if awarded

## 4.8.2 TAB 1: Vendor Required Documents

- ❑ 4.8.2.1 Certificate of Insurance
- ❑ 4.8.2.2 Bid Bond
- ❑ 4.8.2.3 Evidence of ability to provide Payment and Performance Bond
- ❑ 4.8.2.4 Location Map

## 4.8.3 TAB 2: Vendor Certified Statements and Cost Proposal

- ❑ APPENDIX A: Receipt of Addendum Form
- ❑ APPENDIX B: Identical Tie Bids Statement
- ❑ APPENDIX C: Public Entity Crimes Sworn Statement
- ❑ APPENDIX D: Affidavit of Compliance with Minority Business Participation
- ❑ APPENDIX E: Use of Coercion of Labor for Commodities or Services
- ❑ APPENDIX F: Notice to Contractors
- ❑ APPENDIX G: Vendor Certification Form (PUR 7801)
- ❑ APPENDIX H: Financial Statement
- ❑ APPENDIX I: Vendor Proposal Form

## 4.8.4 TAB 3: Vendor Qualifications

- ❑ 4.8.4.1 Current and Past Projects
- ❑ 4.8.4.2 Ability to Perform Requirements

## 4.8.5 TAB 4: Vendor Approach

- ❑ 4.8.5.1 Scheduling this Project

## 4.8.6 TAB 5: Vendor Supplemental Information

**Certification of Qualification**

_______________________________________________ ________________

*Signature – Kim Whitwam, Director of Purchasing* *Date*

_______________________________________________ ________________

*Signature – Christine Skaggs, Purchasing Analyst* *Date*

## Reply Submission Label

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

Responses will be received at:

Florida School for the Deaf and the Blind
*Attention: Purchasing Center, Building #28*
207 San Marco Avenue
St. Augustine, FL 32084

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

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

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

**SEALED RESPONSE FOR:**

**Palm Row Roadway Improvements – Bid Submission**
**RFP-26-164**

**FROM:** ______________________________________________

*Company Name*

**Attention: Christine Skaggs, Purchasing Analyst**
**DO NOT OPEN PRIOR TO: August 14, 2026, at 2:00PM**___________________

**DO NOT TAPE INSIDE THIS AREA**

Delivered By: ______________________________________

Received By: ______________________________________

Date & Time Received: ______________________________

**DO NOT TAPE INSIDE THIS AREA**

## Rating & Evaluation Sheet

**COMPETITIVE SOLICITATION EVALUATION FORM**

**Florida School for the Deaf and the Blind**

**Palm Row Roadway Improvements SELECTION**

Project No. RFP-26-164
Project Name: Palm Row Roadway Improvements
Project Location: FSDB Campus
Date: August 14, 2026

Selection Committee Member:

**Person 1**

Signature:_______________________________________

Date:___________________________

| | RESPONSE SCREENING | | EVALUATION | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Submission received before deadline? | Submission complete? | Location | Minority/Veteran's Business Enterprises (MBE/VBE) | Current and Past Projects | Ability to Perform Contract Requirements | Financial Capability | Scheduling This Project | Response Pricing | **Total** | |
| **Respondents** | (y/n) | (y/n) | 5 | 10 | 15 | 15 | 10 | 10 | 20 | 85 | **Comments** |
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## CONTRACT DOCUMENT SECTION

The following pages are intended to represent a draft of the final contract to be awarded as a result of this solicitation. The final contract will be circulated for signature electronically* via DocuSign. The vendor to whom an award is made will receive an e-mail from DocuSign and once fully executed, a "Completed" notification will be sent automatically via DocuSign containing a copy of the executed contract for download.

**Upon receipt of the DocuSign e-mail, please click the link in the DocuSign e-mail and follow the steps to sign the electronic document. If you do not already have a DocuSign account (it isn't necessary to have an account) you can create one on your first use. There are step by step instructions here: https://support.docusign.com/articles/How-do-I-sign-a-DocuSign-document-Basic-Signing.**

**Or you can view tutorial videos here: https://support.docusign.com/en/videos**

Finally, please be aware of the "Badging" requirements stipulated in House Bill 21, passed by the 2013 Florida Legislature and signed by Governor Rick Scott which creates the requirement for a uniform, statewide identification badge to be worn by non-instructional contractors when on school grounds. The badge signifies that the non-instructional contractor has met the screening standards set forth in §1012.467, FS. As an FSDB contractor your company will be required to comply with the foregoing ***at your own expense***. The required background check will be conducted by a third-party vendor, and you will require an FSDB specific Code for processing with Fieldprint. **If you require them, please contact the assigned FSDB Contract Manager and instructions will be provided**.

**The Electronic Signature Act of 1996 (ESA) which is codified in §668.001-006, FS, and the Uniform Electronic Transaction Act (UETA) which is codified in §668.50, FS, state that electronic signatures have the same legal effect as written signatures. To save resources and time, FSDB processes, signs, and stores all contracts electronically utilizing DocuSign for this purpose.*

**[This space intentionally left blank]**

# SAMPLE AGREEMENT BETWEEN THE STATE OF FLORIDA, 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, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND,** hereinafter called "FSDB", an agency of the State of Florida, with headquarters located at 207 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. FSDB 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**

FSDB agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the services set forth below and in the attached FSDB SPECIAL TERMS AND CONDITIONS FOR CONTRACTS, ATTACHMENT A and C, 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 from FSDB.

**2. SCOPE OF WORK/SERVICES**

A. CONTRACTOR shall provide all equipment, tools, materials, supplies, equipment, fixtures, storage, power, permits, labor and travel necessary to provide a fully completed road and parking lot, including adjacent areas, at Palm Row on FSDB campus, including the following:
- Milling and/or stripping of existing asphalt surfaces
- Subgrade preparation and improvements
- Repair of damaged underground utilities, including but not limited to irrigation, electrical, water and sewer lines
- Erosion control and tree protection
- Drainage improvements and associated infrastructure
- General site grading and earthwork
- Construction of sidewalks, ADA ramps and concrete curbing
- Paving and asphalt surfacing
- Four (4) speed table crosswalks with brick paver inlay
- One (1) crosswalk with brick paver inlay
- Roadway striping and pavements markings
- Roadway signs (existing signs may be reused if not damaged)
- Sod disturbed areas

B. CONTRACTOR shall perform all work according to the plans and specifications provided by FSDB.

C. Correction of non-conforming Work or defects resulting from CONTRACTOR or Subcontractors acts are to be corrected by the responsible party at its own cost.

D. CONTRACTOR shall install site fencing, as required, and maintain a clean working area that is free of debris for a safe working environment.

E. CONTRACTOR shall properly dispose of all removed materials and debris off-site in accordance with local and state regulations.

F. CONTRACTOR shall perform all work during regular working hours, 7:00AM to 4:00PM, Monday through Friday, excluding State of Florida Holidays. Work outside of these hours requires approval from the FSDB Contract Manager.

**3. DELIVERABLES AND PAYMENTS**

A. CONTRACTOR shall provide the services described in Article 2 herein, to repave and provide a fully complete roadway and parking lot, payable according to the following fee matrix:
1) Mobilization and site survey/layout
2) Milling and/stripping of existing asphalt surfaces
3) Subgrade preparation and improvements
4) Repair of damaged underground utilities, including but not limited to irrigation, electrical, water and sewer lines
5) Erosion control and tree protection
6) Drainage improvements and associated infrastructure
7) General site grading and earthwork

8) Construction of sidewalks, ADA ramps and concrete curbing
9) Paving and asphalt surfacing
10) Four (4) speed table crosswalks with brick paver inlay
11) One (1) crosswalk with brick paver inlay
12) Roadway striping and pavements markings
13) Roadway signs (existing signs may be reused if not damaged)
14) Sod disturbed areas
15) Site restoration and clean-up

B. Upon request by the CONTRACTOR, FSDB may approve the total payment to be paid as scheduled progress payments as set forth in Article 5.17 of the Contract, FSDB SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION, reference in this section to Architect or Engineer are deleted and the Contract Manager shall approve all applications for Progress Payments.

C. In the project schedule attached as (Attach Schedule as Exhibit), the CONTRACTOR shall meet substantial completion dates as specified, time being of the essence in the completion of the work. The schedule is subject to change in regard to force majeure related circumstances.

D. The total amount to be paid to the CONTRACTOR for all services and work performed under this AGREEMENT **shall not exceed $2,953,105.00**.

**4. TIME OF PERFORMANCE**

This AGREEMENT shall be effective **September 28, 2026**, or upon the date of execution by both CONTRACTOR and FSDB, whichever is later ("Effective Date") and shall expire on **June 15, 2027**, unless cancelled earlier in accordance with its terms ("Expiration Date"). **SUBSTANTIAL COMPLETION is required no later than April 30, 2027**, as specified by the FSDB Contract Manager.

**5. MODIFICATION OF GENERAL CONDITIONS FOR CONTRACTS**

Each of the following enumerated provisions supersedes or modifies, as indicated, the Section of the FSDB Special Terms and Conditions, to which it expressly refers:

A. Article 1.04(3). Order of Precedence. In the event inconsistencies arise, Attachment C shall control.
B. Article 1.05. Renewal of the Contract shall not apply. This contract is not renewable.
C. Article 2.02. Subcontracting shall not be appended by Attachment C, Article 5.02. In the event inconsistencies arise, Attachment A, Article 2.02 shall control.
D. Article 3.06. Travel reimbursement shall not apply. No travel expenses are authorized.
E. Article 5.04. Notice to Proceed shall not apply. CONTRACTOR to proceed with project upon contract execution by both parties.
F. Article 5.05. Time of Completion and Liquidated Damages shall be appended by Attachment A, Article 2.11 and Article 2.12.

**6. APPROVAL AND EXECUTION**

IN WITNESS WHEREOF, 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.

**FOR COMPANY OR ORGANIZATION NAME**

**X**________________________________
NAME, TITLE e-mail

________________________________
Date signed

EIN: _______________

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

**X**________________________________
Tracie Snow, President, snowt@fsdbk12.org

________________________________
Date signed

EIN: ____________

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

**ATTACHMENT A**

**FSDB SPECIAL TERMS & CONDITIONS FOR CONTRACTS**

(Revised October 2025)

## Contents

## SECTION 1 – GENERAL PROVISIONS

### Article 1.01. Definitions

The definitions contained in §60A-1.001, Florida Administrative Code (F.AC.) and §287.012, Florida Statutes (F.S.) shall apply to this agreement. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(1) AND: means "or" and the word "or" means "and" wherever the contents of the contract or its purpose so requires.
(2) APPLICABLE LAW: means the laws and any other instruments having the force of law governing this Contract.
(3) ATTACHMENTS: means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.
(4) AUTHORIZED REPRESENTATIVE: means the person(s) authorized to represent a Party in the execution of the Contract.
(5) COMMODITY: means any of the various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property including a mobile home, trailer, or other portable structure that has less than 5,000 square feet of floor space, purchased, leased, or otherwise contracted for by FSDB. The term also includes interest on deferred-payment commodity contracts approved pursuant to §287.063, F.S. entered into by FSDB for the purchase of other commodities. Printing of publications shall be considered a commodity if procured pursuant to §283.33, F.S., whether purchased for resale or not.
(6) 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.
(7) CONTRACT: means a Written Agreement or Purchase Order between FSDB and a Contractor. (CONTRACT and WRITTEN AGREEMENT may be used interchangeably).
(8) 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 ensure the proper execution of the contract.
(9) 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.
(10) CONTRACTOR: means the person or entity that is a party to the Contract and is providing commodities and/or services to FSDB.
(11) CONTRACTUAL SERVICE: means rendering by a Contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services.
(12) EXCEPTIONAL PURCHASE: means any purchase of commodities or contractual services excepted by law or rule from the requirements for competitive solicitation, including, but not limited to, purchase from a single source; purchases upon receipt of less than two responsive bids, proposals, or replies; purchases made by FSDB after receiving approval from the Department of Management Services, from a contract procured, pursuant to §287.057(1), F.S., or by another agency; and purchases made without advertisement in the manner required under §287.042(3)(b), F.S.
(13) EXTENSION: means an increase in the time allowed for the contract period.
(14) 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.
(15) FSDB: means Florida School for the Deaf and the Blind.
(16) 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.**
(17) PARTY: means FSDB or the Contractor and, as the case may be, "PARTIES", means both of them.
(18) PERSON: means 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.
(19) PROJECT MANAGER: means 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.
(20) RENEWAL: means contracting with the same Contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
(21) SERVICES or SCOPE OF SERVICES: means the activities to be performed by the Contractor pursuant to this Contract.
(22) SPECIAL CONDITIONS (SC): means the Special Conditions by which these General Conditions are supplemented and/or amended.
(23) SUBCONTRACTOR: 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.
(24) SUPPLEMENTAL INSTRUCTION: means 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.

(25) VENDOR: means a person or entity that may provide or is providing commodities or services under a Contract.
(26) WORK: means any and all of 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.
(27) WRITTEN AGREEMENT: means a mutually binding agreement and enforceable legal relationship obligating a Contractor to furnish commodities or services to FSDB, which is evidenced by a document executed by both FSDB and the Contractor. (WRITTEN AGREEMENT and CONTRACT may be used interchangeably).
(28) WRITTEN NOTICE: shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or to an office of the corporation for whom it is intended; or if delivered at or sent by mail, to the business address shown in the bid or contract, or if delivered electronically in accordance with (IAW) §61B-23.0029, F.A.C., the Uniform Electronic Transaction Act (UETA) codified in §668.50, F.S., and the Electronic Signature Act of 1996 (ESA) codified in §668.001-006, F.S.

**Article 1.02. Applicable Law**

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

**Article 1.03. 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 1.04. Entire Agreement**

(1) This Written Agreement is effective upon the date last signed by all PARTIES, unless a different date is specified herein.
(2) The Written Agreement between the PARTIES concerning the subject matter hereof consists of the Contract, together with the enumerated Attachments (all of which are incorporated by reference) which shall comprise this Contract, together being referred to as the "Contract Documents" and represents the total and complete agreement of the PARTIES relating to the subject matter of the Contract. Upon discovery, Contractor or FSDB shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of the Contract Documents or Applicable Legal Requirements and shall cooperate in effecting a resolution of the same that is consistent with the principles expressed in this Article.
(3) ORDER OF PRECEDENCE. In the event of any inconsistencies between this Contract and the other Contract Documents, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail: 1) the AGREEMENT, if and as amended, (to include Change Orders to cost or schedule) properly executed; 2) General Terms and Conditions (to include Attachment A & C); 3) PUR 1000; 4) the Solicitation Documents, including addenda, and 5) Other documents listed in the Agreement and incorporated therein by reference. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency. In the absence of a clear precedence, FSDB will decide. These documents are complementary, and what is called for by any one document shall be binding as if called by all.
(4) The intent of the documents is to include all labor, materials, tools, equipment, transportation, and incidentals necessary for the proper and complete execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.
(5) 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 1.05. Renewal of the Contract**

(1) The contract may be renewed for up to three (3) additional years or the term of the original contract, whichever is longer, in increments of one or more years, under the terms and conditions set forth in the original contract and any amendments and pursuant to the provisions of §287.057(14), F.S.
(2) Such renewal shall be made in writing prior to the expiration date, by mutual agreement, accomplished at no cost to FSDB, is contingent upon satisfactory performance evaluations as determined by FSDB, and shall be subject to the availability of funds. If the initial term of the Contract is for a period in excess of one fiscal year, continuation of the Contract is contingent upon satisfactory annual performance evaluations as determined by FSDB, and in accordance with §287.0582, F.S., the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
(3) Exceptional purchase contracts pursuant to §287.057(3) (a) and (c), F.S., may not be renewed IAW §287.057(14), F.S.

**Article 1.06. Other Termination of the Contract**

(1) Scrutinized Companies. FSDB may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under § 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on theScrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(2) 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.
(3) 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.
(4) Under no event shall FSDB be required to pay Contractor any fees should this Agreement be terminated for any reason.
(5) 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. If the Contractor fails to do so, FSDB will have the right to remove such equipment and supplies at the expense of Contractor.

**Article 1.07. 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 1.08. 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 1.09. 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 1.10. 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 1.11. 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 1.12. 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 1.13. Public Records**
(1) The Contractor shall comply with the public records laws of the State of Florida, Rule 1B-24.003(1)(a), F.A.C., and the most recently published General Records Schedule GS1-SL for State and Local Government Agencies, 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 Contract.
  (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 §119, F.S., 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 Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FSDB in a format that is compatible with the information technology systems of FSDB.
  (e) The Contractor acknowledges its responsibility under Title 34, Code of Federal Regulations (CFR); 20 United States Code, 1232g; §1002.22, F.S.; and Operational Policy and Procedures 10.24, Florida School for the Deaf and the Blind (Student Education Records: Maintenance-Inspection & review-Disclosure-Request for Amendment); pertaining to privacy of all records that contain student information.
  (f) All responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
(2) Contractor shall notify FSDB, in writing, within three (3) days after receiving a public records request pursuant to §119, F.S.
(3) IAW §287.058(1)(c), F.S., FSDB may unilaterally cancel this Contract 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 Contract, unless the records are exempt from Section 24(a) of Article I of the Constitution of the State of Florida and §119.07(1), F.S.
(4) Notwithstanding any other provision of this Contract to the contrary, this Article shall survive termination of the Contract.

**Article 1.14. Jessica Lunsford Act / Background Checks**
(1) IAW §1012.467, F.S., Contractor's employees, sub-contractors, 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 FSDB's campus.
(2) Unless specifically notified that a Contractor is exempt by law, the Contractor agrees that, pursuant to §1012.465 and §1012.467, F.S., any of the Contractor's employees, staff, and subcontractors, 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, F.S., 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, staff and subcontractors shall at all times wear, so as to be visible, their uniform statewide contractor's identification badge and be subject to all of 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 obligate the Contractor if the Contractor requires no access to the aforementioned campus or facilities and does not attempt to access the campus or facilities.
(6) The Contractor is required to comply with the foregoing **at the Contractor's own expense**. The required background check will be conducted by a third-party vendor as directed by FSDB and shall obtain the necessary information from FSDB Purchasing Department or FSDB Contract Manager.

**Article 1.15. 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. All in accordance with PUR 1000, article 8: Dispute Resolution.

## SECTION 2 – PERFORMANCE OF THE SERVICES

**Article 2.01. Performance Standards**
(1) 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.
(2) 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.
(3) The Contractor shall make every effort to mobilize all the financial, human, and material resources required for full performance of the Services.
(4) 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.
(5) FSDB shall monitor performance and conduct performance evaluations as determined by FSDB.

**Article 2.02. Subcontracting**
(1) The Contractor shall use only those subcontractors approved by FSDB in writing. Subcontractors named in the Contract will be deemed to be approved by FSDB. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the FSDB Contract Manager specifying:
- Name of proposed subcontractor
- Services to be performed by subcontractor
- Time of performance
- Contractor's proposed method of subcontractor performance monitoring
- Certification of subcontractor's compliance with all legal and contractual requirements related to performance
  - Licensing
  - Background screening
  - Insurance
- Copy of subcontract as requested by FSDB
- Indication of whether the subcontractor is a registered CMB/VBE

(2) 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 subcontract any third-party to carry out any part of the Services. Approved subcontractors shall comply with all contract terms and conditions.
(3) FSDB's approval on assigning or transferring of any part of the Contract or on the engagement of a subcontractor to perform any part of the Services shall not exonerate the Contractor of any of its obligations under this Contract and the Contractor shall be fully responsible for the coordination and execution of all subcontracted activities and for the performance of its Subcontractors. FSDB recognizes no contractual link between itself and the Contractor's subcontractors.
(4) The subcontracting 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.

**Article 2.03. Codes of Conduct**

(1) The Contractor shall not engage and shall cause its Personnel as well as its subcontractors 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 subcontractors involved in activities that are incompatible with their association with FSDB as per Article 2.06(1) and Article 2.06(2) herein.

**Article 2.04. 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 2.05. Confidentiality**

(1) The Parties acknowledge the likely disclosure to each other, during the term of this Contract, of Confidential Information. Each Party agrees not to use such Confidential Information other than in furtherance of this Contract, nor to disclose such information to any person or entity without the prior written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party, however such information may be subject to public disclosure per §119, F.S.;

(2) The Contractor acknowledges its responsibility under Title 34, CFR; 20 United States Code, 1232g; §1002.22, F.S.; and Operational Policy and Procedures 10.24, 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 FSDB and will not engage in such activities when students of FSDB are attending off-campus events as invited guests.

**Article 2.06. Insurance**

The CONTRACTOR shall maintain, during the period of this Contract, 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 Contract.

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 FSDB Contract Manager and/or Purchasing Department. These certificates shall be dated and show:

(1) The name of the insured contractor, 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 2.07. 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, 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 thirty (30) days of receiving the report/deliverable, give notice and reasons for this opinion. If not agreed otherwise, within fifteen (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 thirty (30) days of confirmation by FSDB of receipt of the reports/deliverables.

(5) Approval of a report/deliverable does not imply recognition by FSDB of the regularity, authenticity, completeness or correctness of the declarations and information contained therein.

**Article 2.08. Ownership of Copyright**

(1) With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 USC. §102-105, such work shall be a "work for hire" as defined in 17 USC.§101 and all copyrights subsisting in such work for hire shall be owned exclusively by FSDB.

(2) 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.

**Article 2.09. 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, F.S.

(2) Pursuant to §215.985(14)(d), F.S., 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 2.10. 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 2.11. Financial Consequences for Failure to Perform**

(1) The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. As required by section §287.058 (1)(h), F.S., if the Contractor fails to meet and comply with or make appropriate progress on the activities/deliverables established in the Contract to the satisfaction of the FSDB Contract Manager, FSDB shall impose financial consequences to the Contractor.

(2) All efforts will be made by the FSDB Contract Manager to make resolution with the Contractor prior to the imposition of financial consequences. Contractor will be notified in writing of the unsatisfactory performance. Contractor shall provide FSDB with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels. Corrective action plan is to be completed within two (2) weeks of FSDB notification to the Contractor.

(3) Failure of the Contractor to perform the services as outlined in this AGREEMENT to the satisfaction of the FSDB Contract Manager after non-performance notification, will result in withholding payment for any uncompleted work.

(4) 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.

**Article 2.12. Liquidated Damages**

(1) The Contractor will promptly notify FSDB upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform FSDB of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by FSDB has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify FSDB and use commercially reasonable efforts to perform its obligations on time notwithstanding FSDB's delay. FSDB shall not be responsible for any additional payments for labor, overtime or other caused by Contractor's delay.

(2) The Contractor acknowledges that failure to achieve substantial completion by (specified date) will damage FSDB, but by their nature such damages are difficult to ascertain. Accordingly, liquidated damages provisions will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages. **Liquidated damages to be applied** of **$1,500.00 for each day of delay, to be imposed starting at day 5 beyond the substantial completion date of the project.**

**Article 2.13. Coordination of Work**

(1) Wherever work being done by 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 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 2.14. Minimum Levels of Service and Criteria for Completion of Agreement**

(1) The criteria for final completion of the Contract are the delivery to, and approval by FSDB of all Deliverables required by the Contract.

(2) Contractor shall provide no less than the services listed in this Agreement, within the times specified in this Agreement, time being of the essence in the performance of the work.

(3) The work shall be complete upon the receipt and acceptance of Contractor's detailed statement of work specified in this Agreement together with all invoices and other documentation specified herein, approved and accepted by FSDB's Contract Manager.

(4) The Contractor agrees that this Agreement will be completed upon FSDB' s receipt and acceptance of all DELIVERABLES described in this Agreement.

## SECTION 3 – FINANCIAL PROVISIONS

**Article 3.01. Invoices & Payments**

(1) Contractor shall deliver to FSDB within five (5) days after the month-end, a completion of work statement 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) Contractor shall deliver to FSDB a detailed invoice which must conform to the requirements of the Reference Guide for State Expenditures and Rule 69I-40, F.A.C., and be in sufficient detail for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, itemized per deliverable category, the dates and times that the work was performed on campus from start date to completion date, and the total amount charged. Invoices must be sent electronically to: **fsdbap@fsdbk12.org.**

(3) Detailed invoices shall include required supporting documentation, **IF APPLICABLE PER DELIVERABLE CATEGORY**:
   (a) **Labor**: a time sheet or service ticket/work order showing time arrived on campus to the time exited campus and a description of work performed. Travel to and from campus is not allowed, unless specifically stated (see Section 3.06 herein).
   (b) **Parts/Materials**: Cost documentation is an invoice or receipt from the payment by the Contractor for the parts/materials. If materials are lumped into one line, there must be an accompanying 'billing sheet' where all materials/parts are itemized. Items that are not consumable per the job are not allowable.
   (c) **Progress Payments:** an application for a progress payment must include itemized details per deliverable category.

(4) 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.

(5) 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.

(6) Payments to the Contractor shall be issued in accordance with the Prompt Payment provisions of §215.422, F.S.

(7) 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 3.02. Payments Withheld**

(1) FSDB may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such an extent as may be necessary to protect FSDB from loss on account of:
   (a) Defective work not remedied.
   (b) Claims filed or reasonable evidence indicating probable filing of claims.
   (c) Failure of Contractor to make payments properly to the sub-contractors 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 FSDBs best interest for Contractor to correct incomplete or damaged work caused by Contractor inefficiencies, FSDB will make an equitable deduction for the work from the contract price. Further, Contractor shall not be compensated for delays in the work caused by Contractor inefficiencies, correction, or rework made necessary by errors, omissions or failure to properly perform the work.

**Article 3.03. Correction of Work Before Final Payments**

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

**Article 3.04. Liens**

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

**Article 3.05. Taxes, General and Contingency**

(1) FSDB is exempted from payment of Florida State sales and use taxes. The Contractor, however, shall not use 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 Contract.

(2) The Contractor shall not pledge FSDB's credit or make FSDB a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

**Article 3.06. Travel Reimbursement**

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

**Article 3.07. Return of Unspent Funds**

(1) In the event that any of the funds advanced to the Contractor for the performance of the Services remain unspent, the Contractor undertakes to return such funds to FSDB within 30 days of the termination of the Services or of receipt of FSDB's claim for refund.

(2) Bank charges incurred by the repayment of the amounts due to FSDB shall be borne entirely by the Contractor.

**Article 3.08. Record-keeping and Accounts**

(1) In accordance with §20.055(5), F.S., It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and sub-contractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to §20, F.S. Execution of this contract indicates the signing corporation, partnership, or person understands and will comply with these requirements.

(2) The Contractor shall keep accurate and systematic accounts and records in respect of the performance of the Services hereunder, in accordance with Generally Accepted Accounting Principles in the United States of America and in such form and detail as will clearly identify all income and expenditure and relevant time changes.

(3) Unless otherwise required by FSDB's auditors and notified in advance to the Contractor, all financial and accounting records in relation to the performance of the Services under the Contract, including original payment documents, shall be kept for at least five years after the end of the Services and shall be made available to FSDB upon request.

(4) The Contractor agrees to permit FSDB, its auditors or its designated representatives to inspect its accounts, records or any other relevant financial information concerning the Services, for a period of up to five years as from the end of the Services.

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

**ATTACHMENT C**
**FSDB SPECIAL TERMS & CONDITIONS FOR CONSTRUCTION**
(Updated October 2025)

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## SECTION 5 – CONSTRUCTION

**Article 5.01. Definitions**

The definitions that shall apply to this agreement are referenced in FSDB Attachment A, Article 1.01 and in the below listed sources:

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

**Article 5.02. Subcontracting**

The Contractor may subcontract labor and materials in accordance with the WRITTEN AGREEMENT, Attachment A, FSDB Special General Terms and Conditions for Contracts, Article 2.02 and the following:

(1) Contractor shall, as soon as practicable after signing the Contract, notify the Contract Manager in writing of the names of subcontractors proposed for the work and shall not employ subcontractors unless they are approved in writing by FSDB.

(2) Contractor agrees that he is 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.

(3) Nothing contained in the Contract shall create any contractual relation between any subcontractors and FSDB.

(4) Contractor shall prepare invitations for bids, or requests for proposals when applicable, for all procurements of long lead items, materials and services, and for subcontractor contracts. Such invitations for bids shall be prepared in accordance with the following guidelines:

   (a) Contracts up to $35,000 may be entered into by the Contractor with the firm which submits the lowest written quotation. The Contractor shall obtain a minimum of two (2) written quotations. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided to FSDB.

   (b) Contracts exceeding $35,000 but not exceeding $200,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall request at least three (3) firms to submit sealed written proposals based on a written drawings and/or specification. The written proposals shall all be opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.

   (c) Contracts exceeding $200,000 but not exceeding $500,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall advertise these projects at least once with the last advertisement appearing at least twenty-one (21) calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.

   (d) Contracts exceeding $500,000 shall be treated the same as described under Article 5.2 (3), except that the advertisement shall be run for at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference.

   (e) When the Contractor is unable to sign a contract with the subcontractor who has submitted the lowest bid in the initial bid announcement for the Work, the Contractor shall inform FSDB immediately. The Work must be bid again in the same manner as the original invitation for bid with posted times for the sealed bid opening on the FSDB campus. When the Contractor identifies the new subcontractor, based on the lowest bid, the Contractor shall inform FSDB in writing and obtain approval in writing from FSDB prior to signing a contract with the new subcontractor.

   (f) Upon execution of the contract(s) with subcontractor(s), the Contractor shall submit copies of the subcontractor documents to FSDB. Documentation to be submitted to the FSDB Project Manager include the bid submission, bid evaluation tabulation, copy of the executed contract, and required licensure for the subcontractor's field of expertise as required by Florida statute.

(5) Individual purchases of materials or rentals or leases of equipment amounting to less than $2,500.00 each may be made with one (1) bid or quote. However, the Contractor shall not divide or separate procurement in order to avoid the requirements set forth above.

(6) The Contractor shall submit an updated Schedule of Values listing the bid work package number, subcontractor's name, and amount for the Work for approval to the FSDB Project Manager as soon as practical after securing the contract with the subcontractor.

**Article 5.03. 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 5.04. Notice to Proceed**

(1) The Notice to Proceed will be issued upon full execution of the Contract by both parties. The Contractor shall not pay for or secure any permits until the Notice to Proceed has been issued, except as provided herein.

(2) Local building permits are not required, however, special permits, including but not limited to, UF EH&S, St. Johns River Water Management District, Dept. of Environmental Regulation, 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.

(3) The Contractor shall notify the Architect-Engineer and FSDB upon securing the State Building Permit and construction may proceed.

**Article 5.05. Time of Completion and Liquidated Damages**

(1) FSDB is entitled to completion of the project within the time fixed in Section 5, Time of Performance in the WRITTEN AGREEMENT, 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 for cause prior to completion, the Contractor shall be liable to FSDB for the expenses for additional managerial and administrative services.

(2) For each day the Contractor is in arrears in his work at the time of said termination as determined by the Project Manager, and

(3) 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 FSDB, as the case may be, or such portions thereof as the said retained balance will cover.

**Article 5.06. Contractor's Understanding**

(1) The 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.

(2) The failure of the 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 5.07. Contractor's Materials, Appliance & Employees**

(1) Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation and other facilities necessary for the execution and completion of the work as a cost of the work.

(2) Both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

(3) The 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 5.08. Conflicting Employment**

(1) The 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. The 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.

(2) Notwithstanding the foregoing paragraph, the 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 the Contractor.

**Article 5.09. Protection and Restoration of Work & Property**

The 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 the Contractor. The 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 the Contractor shall provide safe facilities for the inspection.

**Article 5.11. Supervision**

The Contractor shall provide sufficient and qualified supervisory and administrative personnel so that the work is properly performed. The Contractor's supervisory personnel shall be subject to approval by FSDB.

**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. The Contractor shall not perform extra work or make changes without issuance of written supplemental instructions from the Project Manager. All supplement instructions shall be incorporated into the contract.

**Article 5.13. Contract Amendments**
(1) FSDB, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work or cost and adjusting the contract accordingly. All such work shall be executed under the conditions of the original contract except that any associated claim for extension of time will be adjusted at the time of ordering the change. Changes affecting the work or cost shall be made only pursuant to a written contract amendment. No amendment to the contract shall be binding unless it is in writing.

(2) The value of any work or cost affected by contract amendment will be determined in one or more of the following ways:
   (a) By estimate and acceptance in a lump sum. By unit prices named in the contract or subsequently agreed upon. By costs and percentage or by cost and a fixed fee.
   (b) If none of the above methods is agreed upon, the 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 to the 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 the Contractor an oral order, direction or instruction to proceed with a change. Any oral order, direction or instruction will be confirmed in writing to the Contractor within one working day. The Contractor will, within forty-eight (48) hours after commencement of the emergency change, provide FSDB with a written bid on the effect of the change. If the Contractor fails to timely notify FSDB of effects on the schedule of compensation caused by the emergency change, the 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**
(1) 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 WRITTEN AGREEMENT 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 FSDB 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 WRITTEN AGREEMENT, 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 WRITTEN AGREEMENT sum shall be governed and controlled by strict adherence to the following described guidelines and limitations, and neither the Contractor nor FSDB shall be entitled to receive any monetary consideration beyond that which is authorized herein below.

(2) All adjustments to the WRITTEN AGREEMENT 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.

   (a) 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.
   (b) All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax.

(3) The Contract Time shall be extended if the Contractor is delayed at any time in the commencement or progress of the Work by a negligent act of FSDB or of an employee of FSDB, or of a separate third-party contractor employed by FSDB; or by changes ordered in the Work; or by any event covered under the builders risk "all-risk" policy; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control; or by delay authorized by FSDB pending mediation and arbitration.

**Article 5.16. Payments to Contractor**
The Contractor acknowledges that FSDB 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 FSDB, and that payment to the Contractor may be made by FSDB based on approval of each payment by FSDB. FSDB will, at intervals, pay or cause to be paid to the Contractor as follows:

(1) Prompt Payment Clause – FSDB has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (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, F.S., 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 FSDB. 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.

(2) Neither FSDB 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.

(3) 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**

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

(2) 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 FSDB, FSDB shall make progress payments to the Contractor against the account of the contract sum in accordance with the following:

(a) FSDB shall pay, or cause to be paid to the Contractor, up to 95% of the portion of the contract sum properly allocable to labor, materials and equipment incorporated into the work, and up to 95% 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 and in agreement with §255.078, F.S. Release of retainage and final payment shall be issued upon approval of the FSDB Board of Trustees.

(b) The Contractor shall promptly pay each subcontractor in accordance with §287.0585, F.S., upon receipt of payment from FSDB 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 Application for Progress Payment, or any progress payment, nor any partial or entire use of occupancy of the project by FSDB, shall constitute an acceptance of any work not in accordance with the WRITTEN AGREEMENT.

(3) The CONTRACTOR shall request such compensation by submitting:

(a) a properly completed and notarized Application for Progress Payment on FSDB issued form.

(b) a Schedule of Contract Values.

(4) The Contractor shall, within ten (10) calendar days from date of Agreement, submit to the Architect/Engineer for approval three (3) 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 WRITTEN AGREEMENT.

(5) 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.

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

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

(1) FSDB shall pay, or cause to be paid to the Contractor, the contract sum upon completion of work and acceptance by FSDB 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 FSDB's best interest for the Contractor to correct incomplete or damaged work caused by the Contractor inefficiencies, FSDB will make an equitable deduction for the work from the contract price. Furthermore, the Contractor shall not be compensated for delays in the work caused by the Contractor's 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**

(1) If the Contractor should neglect to perform the work properly or fail to perform any provision of this contract, FSDB, after three (3) days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

(2) Upon receipt of notice of termination the 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**

(1) FSDB may, at any time, suspend all or part of the work, or any part of it by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume from FSDB to the Contractor. FSDB will reimburse the 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.

(2) The following actions by the Contractor shall give FSDB the right to terminate the contract within seven (7) days after the 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, the 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 the Contractor. If the expense exceeds the unpaid balance, the Contractor shall pay the difference to FSDB. The expense incurred by FSDB, and the damage incurred through the Contractor 's default will be certified by the Project Manager.

The Contractor actions resulting in contract termination are as follows:

(a) The Contractor to carry forward and complete the work
(b) The Contractor fails to comply with applicable laws, regulations or ordinances
(c) The 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.
(d) The Contractor makes a general assignment for the benefit of his creditors
(e) The Contractor has a receiver appointed because of insolvency
(f) The Contractor files bankruptcy or has a petition for involuntary bankruptcy filed against it
(g) The Contractor fails to make prompt payment, when properly due, to his subcontractors, vendors or others for materials or labor used in the work.

(3) Notwithstanding the above, FSDB reserves the right to terminate this contract, or any work issued under it anytime, with or without cause upon thirty (30) days written notice to the Contractor. Upon receiving notice of termination, the 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. The 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, the Contractor shall be compensated for any work performed prior to termination.

(4) Upon receipt of notice of termination, the 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 the Contractor in the event the 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 (3)months, through no act or fault of the Contractor or of anyone employed by it, or if the Project Manager should fail to issue any estimate for payment within seven (7) days after is due, of if FSDB fails to pay the Contractor within thirty (30) days of its maturity and presentation, any sum certified by the Project Manager then the 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, the 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 the Contractor.

**Article 5.25. Assignment**

The Contractor shall not assign the contract or sublet it as a whole or in part without the written consent of FSDB nor shall the 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**

(1) FSDB reserves the right to let other contracts in connection with this work. The 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.

(2) If any part of the Contractor's work depends, for proper execution or results upon the work of any other contractor, the 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. The Contractor's failure to inspect and report such 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.

(3) To ensure the proper execution of his subsequent work, the 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 the 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**
(1) In performing the contract, the 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, the Contractor shall comply with all applicable state, federal and local governmental safety laws, rules, regulations and building codes. The 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.

(2) 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**
The Contractor warrants for a period of one (1) year from the date of substantial completion that the work and workmanship completed by the Contractor conform to the contract Specifications.

**Article 5.33. Exclusion of Owner from Liability**
(1) Notwithstanding any other provision of the WRITTEN AGREEMENT, should the Contractor sustain loss or be damaged by act or omission of a third-party 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. This exception does not apply to non-delegable duty of FSDB. FSDB shall cause any third-party contractor who may have a contract with FSDB to perform construction or installation work in the areas where Work will be performed by the Contractor under this Agreement, to agree to (a) indemnify FSDB and FSDB's contractor and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor's operations and (b) name FSDB and FSDB's contractor as additional insured parties on the third-party contractor's insurance for the project.

(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 negligent 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**
(1) 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.

(2) 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 sub-contractor 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 sub-contractor to provide, adequate insurance, satisfactory to FSDB, for the protection of his employees not otherwise protected.

(3) 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:

(a) CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE: $1,000,000.00 Each Occurrence, Combined Single Limit

(b) 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.

(4) Sub-contractor's Public Liability and Property Damage Insurance
The Contractor shall require each of his sub-contractors to procure and maintain during the life of this sub-contract, insurance of the type specified above or insure the activities of his sub-contractors in his policy, as specified above.

(5) "XCU" (Explosion, Collapse, Underground Damage)
The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are applicable.

(6) 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.

(7) 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.

(8) Indemnification Rider
To the fullest extent permitted by law, the Contractor's Liability Policy shall indemnify and hold harmless FSDB from and against claims, damages, loses and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Sub-contractor, 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.

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

(10) 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.

(11) 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 sub-contractor providing such insurance.

**Article 5.35. Waiver of Consequential Damages**

(1) The Contractor and FSDB waive Claims against each other for consequential damages arising out of or relating to this Contract.

(2) Without limitation, examples of damages subject to this mutual waiver include:
(a) Damages incurred by FSDB for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.
(b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work and due otherwise under this WRITTEN AGREEMENT.

(3) Notwithstanding the foregoing, the Contractor may be entitled to an equitable adjustment in its fee and general conditions in the event of delays beyond Contractor's control as more specifically defined in Article 5.15. This mutual waiver is applicable without limitation, to all consequential damages due to either party's termination in accordance with Articles 5.21 and 5.23. Nothing contained in this Article 5.35 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the WRITTEN AGREEMENT.

PUR 1000 General Contract Conditions

**Contents**



**1. Definitions.** Capitalized terms used herein are defined as follows:

(a) “Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

(b) “Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S”).

(c) “Contract” means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”).

(d) “Contractor” means the person or entity that is a party to the Contract and is providing Products to the Customer.

(e) “Customer” means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.

(f) “Product” means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

(g) “State” means the State of Florida.

**2. Contract Formation and Amendment.**

a. Formation. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date last signed by all parties, unless a different date is specified herein. If the Contract is a purchase order as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date of issuance by the Customer to the Contractor, and the Contractor’s performance under the purchase order is deemed to be acceptance of the terms thereof.

b. Amendment. The Contract contains all the terms and conditions agreed upon by the parties and will govern all transactions between the parties. The Contract may only be amended upon mutual written agreement signed by both parties, or upon the Customer’s issuance of a change order to a purchase order, as defined in Rule 60A-1.001, F.A.C., deemed to be accepted by the Contractor upon the continued performance thereof. No oral agreements or representations will be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to the Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, service agreements, end user agreements, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of the Product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to the Contract terms and conditions.

The parties may, by amendment, modify the Contract to alter, add to, or deduct from the Contract specifications, provided that such changes are within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. The parties may also make an equitable adjustment in price if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

If the Contract is a purchase off a term contract, as defined in section 287.012, F.S., the purchase is limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

**3. Contract Construction and Administration.**

a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

b. Administration.

i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

ii. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.

iii. Notices. Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, each party shall deliver all notices to the other party’s Contract Manager. Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Contract or the issuance of a change order.

iv. Severability. If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

v. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

vi. Survivability. The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.

vii. Third Party Beneficiaries. The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

**4. Contract Term, Suspension, and Termination.**

a. Term. The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract, whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.

b. Suspension of Work. The Customer may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

c. Termination.

i. Termination for Convenience. The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

ii. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (i) deliver the Product within the time specified in the Contract or any extension agreed to by the Customer, (ii) maintain adequate progress, thus endangering the performance of the Contract, (iii) honor any term of the Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Customer may, at its sole discretion, (i) immediately terminate the Contract, (ii) notify the Contractor of the deficiency with a Contract requirement and require that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Customer. The Contractor shall continue to work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Customer shall notify the Department of Management Services of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.

v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and section 119.07(1), F.S.

vi. Termination for Non-Appropriation. In accordance with section 287.0582, F.S., the Customer may terminate the Contract if, in the Customer's determination, no annual appropriation is provided for the Contract, or the Products provided hereunder, by the Legislature.

**5. Performance.**

a. Warranty of Ability to Perform. Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Customer a completed PUR 7801, Vendor Certification Form. This requirement will not apply to purchases off a term contract, as defined in section 287.012, F.S., unless specifically requested in the Contract by the Customer.

Additionally, the Contractor shall promptly notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.

d. Employees, Subcontractors, and Agents.

i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

The Contractor shall use only those subcontractors approved by the Customer in writing. Subcontractors named in the Contract will be deemed to be approved by the Customer. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the Customer's Contract Manager specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Contractor's proposed method of subcontractor performance monitoring; (v) certification of subcontractor's compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance etc.); (vi) a copy of the subcontract, if requested by the Customer; and (vii) indication of whether the subcontractor is an Office of Supplier Diversity registered Florida-based woman-, veteran-, or minority-owned small businesses. The Customer has the final approval authority of all proposed subcontractors. The Contractor's use of a subcontractor not approved by the Customer will be considered a material breach of the Contract.

ii. Qualifications and Access. All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer's security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

iii. E-Verify. The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.

iv. Independent Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor's employees, subcontractors, and other agents are not construed as such. Such actions include ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the Customer or State. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.

e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.

f. Packaging. Tangible Products must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the Customer's property.

g. Installation. Where installation is required under the Contract, the Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge, unless otherwise specified in the Contract. The Contractor's authorized Product and price list must clearly and separately identify any additional installation charges. All materials used in the installation must be of good quality and free of defects that would diminish the Product's appearance or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation, unless caused by the Customer. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work to cause the least inconvenience and interference with the Customer's use of the site and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the

Product offered, including user manuals, price schedules, catalogs, and descriptive brochures.

j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released model or version of the Product at the time of the order unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

m. Products Available from the Blind or Other Handicapped (RESPECT). In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S.; IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS CONTRACT, THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS

DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

n. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Customer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection 5.n., the Customer may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Contract as the Customer deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Customer or State, in which case the Customer may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Customer with respect to Products subjected to allocation; or (ii) terminate the Contract in whole or in part.

o. Exclusivity. The Contract is not an exclusive license to provide the Products described in the Contract. The Customer may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

**6. Inspection.**

a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

b. Statutory Inspection Rights. If services are to be provided pursuant to the Contract, in accordance with section 216.1366, F.S., the Customer is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Customer determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Customer within ten (10) Business Days after the request is made.

   Further, for any Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

   1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor; and
   2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

   The documentation must indicate the amounts and recipients of the remuneration.

c. Inspection Compliance. The Contractor understands its and its subcontractors' (if any) duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any information the State official deems relevant to the Contractor's integrity or responsibility.

   Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include investigators' salaries, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**7. Payment.**

a. Annual Appropriations. Pursuant to section 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.

b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on the invoice, including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

The Customer shall make payments in accordance with section 215.422, F.S., which governs time limits for payment of invoices. The Contractor shall make payments to any subcontractors and suppliers in accordance with section 287.0585, F.S., if applicable. Invoices that must be returned to a Contractor due to preparation errors will delay payment. The Customer is responsible for all payments under the Contract.

The Department of Financial Services has established a Vendor Ombudsman for vendors having trouble obtaining timely payment from State agencies. The Vendor Ombudsman can be reached at (850) 413-5516.

c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.

d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.

e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.

f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.

g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.

h. <u>Retention of Payments</u>. The Customer may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Customer. The Customer reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Customer or State, including for damages.

**8. Disputes and Liabilities.**

a. <u>Dispute Resolution</u>. Should any disputes arise concerning the Contract, the parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

i. Dispute Resolution Process.

(a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.

(c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

ii. Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from the Customer. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.

c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

**d. JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.**

e. Insurance Requirements.

i. Coverages.

(a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.

(b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.

ii. Terms.

(a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the policy is cancelled.

(b) No Loss Deductible Clause. The Customer will be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.

(c) Duration. The insurance policies identified above must be "per occurrence" and maintained throughout the Contract term.

(d) Subcontractor's Insurance. The Contractor shall ensure that its subcontractors maintain the levels of insurance as required in this section.

f. Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Contract (including any determination arising out of or related to the Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Customer and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Customer may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Customer or the State. Nothing herein is intended to act as a waiver of the Customer's or State's sovereign immunity or to be deemed consent by the Customer or State or its subdivisions to suit by third parties.

If any Product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the Product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the Product, the Contractor shall remove the Product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer will not be liable for any royalties.

g. Limitation of Liability. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of $200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract or two times the charges for Products rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

**9. Compliance with Laws.**

a. In General. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Customer may terminate the Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

   If the requirements of the Contract conflict with any governing law, codes, or regulations, the Contractor shall notify the Customer in writing, and the parties shall amend the Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to terminate the Contract at no further expense to the Customer.

b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

c. Accessibility Requirements. If the Products to be provided include an information technology system that is accessed by the public or State employees, the Contractor shall comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1), F.S., states that "state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities."

**10. Public Records.**

a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

   In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Customer shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Customer, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Customer may release the unredacted record to the requestor without liability. If the Customer provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Customer shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

If the Customer is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Customer shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Customer may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Customer for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Customer for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Customer mutually agree that the Customer is best suited to undertake the defense or settlement, the Customer will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Customer may make as to such claim, and the Contractor agrees to reimburse the Customer for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Customer may undertake to defend Contractor's Confidential Information. The Customer will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Customer is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Customer may disclose such Confidential Information without liability hereunder.

c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer's Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Customer to perform the service.

ii. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Customer.

iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

**v. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**

d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

**11. Security and Confidentiality.** The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

**12. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the

Contractor’s agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Customer will not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases off this Contract must follow the provisions of sections 287.042 and 287.057(3)(b), F.S., which may require prior approval of the Department of Management Services.

# State of Florida
# PUR 1001
# General Instructions to Respondents

**Contents**



1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

   (a) "Buyer" means the entity that has released the solicitation. The “Buyer” may also be the “Customer” as defined in the PUR 1000 if that entity meets the definition of both terms.

   (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.

   (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.

   (d) "Response" means the material submitted by the respondent in answering the solicitation.

   (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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

3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

   - an electronic signature on the response, generally,
   - an electronic signature on any form or section specifically calling for a signature, and
   - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

   - Technical Specifications,
   - Special Conditions and Instructions,
   - Instructions to Respondents (PUR 1001),
   - General Conditions (PUR 1000), and
   - Introductory Materials.

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

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within

the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

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

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

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

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

   - submit a bid on a contract to provide any goods or services to a public entity;
   - 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.

9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.

- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.

- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

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

16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

respondent in preparing or producing its response or for any work performed before the Contract is effective.

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

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

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

21. **Limitation on Vendor Contact with Agency During Solicitation Period**. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.