

# INVITATION TO BID (ITB)

*for*

## Painting of Select FSDB Buildings

(Ray Charles, Ted Johnson, Pope Hall, Kirk Auditorium, and the Chapel Buildings)



## Florida School for the Deaf & the Blind

*Do More. Be More. Achieve More.*

**PURCHASING DEPARTMENT  
FLORIDA SCHOOL FOR THE DEAF AND THE BLIND  
207 N. SAN MARCO AVENUE  
ST. AUGUSTINE, FL 32084  
PHONE (904) 827-2294  
FAX (904) 827-2357**

[WWW.FSDB.K12.FL.US](http://WWW.FSDB.K12.FL.US)

**July 2016**

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MANDATORY PRE-BID CONFERENCE: ..... 3

PLACE FOR RECEIVING BIDS ..... 3

DATE, TIME, AND PLACE FOR BID OPENING ..... 3

SEALED BIDS ..... 3

CONTACT PERSON ..... 3

NO BID ..... 3

SPECIAL ACCOMMODATIONS ..... 3

DOCUMENTS ..... 4

PROJECT TIMELINE ..... 4

PROJECT DESCRIPTION ..... 4

GENERAL INSTRUCTIONS TO RESPONDENTS ..... 5

    General Instructions ..... 5

    Terms and Conditions ..... 6

    Questions ..... 6

    Conflict of Interest ..... 6

    Convicted Vendors ..... 6

    Discriminatory Vendors ..... 6

    Respondent’s Representation and Authorization ..... 7

    Manufacturer’s Name and Approved Equivalents ..... 8

    Performance Qualifications ..... 8

    Public Opening ..... 8

    Electronic Posting of Notice of Intended Award ..... 8

    Firm Response ..... 8

    Clarifications/Revisions ..... 8

    Minor Irregularities/Right to Reject ..... 8

    Contract Formation ..... 9

    Contract Overlap ..... 9

    Public Records ..... 9

    Protests ..... 9

    Limitation on Vendor Contact with Agency During Solicitation Period ..... 9

PROPOSAL FORM ..... 10

RECEIPT OF ADDENDUM FORM ..... 11

IDENTICAL TIE BIDS STATEMENT ..... 12

PUBLIC ENTITY CRIMES SWORN STATEMENT ..... 13

MINORITY BUSINESS PARTICIPATION CONSTRUCTION ..... 15

AFFIDAVIT OF COMPLIANCE WITH MINORITY BUSINESS PARTICIPATION ..... 16

NOTICE TO CONTRACTORS ..... 17

GENERAL CONDITIONS ..... 18

**SECTION 1 – GENERAL PROVISIONS ..... 19**

    Article 1.1. Definitions ..... 19

    Article 1.2. Applicable Law ..... 19

    Article 1.3. Engagement of the Contractor ..... 19

    Article 1.4. Communication between Parties ..... 19

    Article 1.5. Authorization to do Business in the State of Florida ..... 19

    Article 1.6. Entire Agreement ..... 19

    Article 1.7. Modification of the Contract ..... 19

    Article 1.8. Renewal of the Contract ..... 19

    Article 1.9. Termination of the Contract ..... 19

    Article 1.10. Severability ..... 20

    Article 1.11. Effectiveness of the Contract ..... 20

    Article 1.12. Authorized Representatives ..... 20

    Article 1.13. All Terms and Conditions Included ..... 20

    Article 1.14. Non-waiver of Defaults ..... 20

Article 1.15.	Replacement Contract .....	20
Article 1.16.	Immunities .....	20
Article 1.17.	Public Records .....	20
Article 1.18.	Jessica Lunsford Act / Background Checks .....	20
Article 1.19.	Amicable Settlement .....	20
SECTION 2 – PERFORMANCE OF THE SERVICES .....		20
Article 2.1.	Personnel .....	20
Article 2.2.	Information .....	20
Article 2.3.	Performance Standards .....	20
Article 2.4.	Codes of Conduct .....	20
Article 2.5.	Confidentiality .....	21
Article 2.6.	Sub-Contracting .....	21
Article 2.7.	Liability .....	21
Article 2.8.	Insurance .....	21
Article 2.9.	Deliverables and Reporting Obligations .....	21
Article 2.10.	Ownership of Copyright .....	21
Article 2.11.	Force Majeure .....	21
Article 2.12.	Transparency Florida Act .....	21
Article 2.13.	Nondiscrimination and Compliance .....	21
Article 2.14.	Financial Consequences for Failure to Perform .....	21
Article 2.15.	Coordination of Work .....	21
Article 2.16.	Minimum Levels of Service and Criteria for Completion of Agreement .....	22
SECTION 3 – FINANCIAL PROVISIONS .....		22
Article 3.1.	Payments .....	22
Article 3.2.	Payments Withheld .....	22
Article 3.3.	Correction of Work Before Final Payments .....	22
Article 3.4.	Liens .....	22
Article 3.5.	Taxes, General and Contingency .....	22
Article 3.6.	Travel Reimbursement .....	22
Article 3.7.	Return of Unspent Funds .....	22
Article 3.8.	Record-keeping and Accounts .....	22
SECTION 4 – COMPETITIVE BIDDING .....		24
Article 4.1.	Definitions .....	24
Article 4.2.	General Instructions .....	24
Article 4.3.	Bidders and Subcontractor’s Licensure and Registration Requirements .....	24
Article 4.4.	Detailed Instructions and Addenda .....	24
Article 4.5.	Terms and Conditions .....	24
Article 4.6.	Questions .....	24
Article 4.7.	Conflict of Interest .....	24
Article 4.8.	Convicted Vendors .....	24
Article 4.9.	No Discrimination/ Discriminatory Vendors .....	24
Article 4.10.	Respondent’s Representation and Authorization .....	24
Article 4.11.	Manufacturer’s Name and Approved Equivalents .....	25
Article 4.12.	Performance Qualifications .....	25
Article 4.13.	Clarifications/Revisions .....	25
Article 4.14.	Public Records .....	25
Article 4.15.	Limitation on Vendor Contact with Agency During Solicitation Period .....	25
Article 4.16.	Public Opening .....	25
Article 4.17.	Postponement of openings .....	25
Article 4.18.	Firm Response .....	25
Article 4.19.	Minor Irregularities/Right to Reject .....	25
Article 4.20.	Determination of Successful Bidder .....	25
Article 4.21.	Electronic Posting of Notice of Intended Award .....	25
Article 4.22.	Contract Formation .....	26
Article 4.23.	Contract Overlap .....	26
Article 4.24.	Sample Agreement .....	26
Article 4.25.	Notice and Protest Procedures .....	26

The Florida School for the Deaf and the Blind (FSDB) invites you to participate in a sealed bid solicitation for the specified services to result in a Contractual Agreement.

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

**MANDATORY PRE-BID CONFERENCE:**

Bidders wishing to submit a bid shall attend a **mandatory** pre-bid conference on the date and time indicated on the Timeline in the **Conference Room, Bldg. #27 Hogel Maintenance, The Florida School for the Deaf and the Blind, 207 North San Marco Ave. St. Augustine, FL. 32084**. Failure to attend will preclude Bidder from submitting a bid. Subcontractors are welcome to attend, but their attendance is not mandatory.

**PLACE FOR RECEIVING BIDS:**

Bids may be hand delivered or mailed and **must be received no later than indicated on the Timeline**. Bids will be received in The Florida School for the Deaf and the Blind, Building #28/Stores & Receiving, 207 North San Marco Ave. St. Augustine, FL. 32084. Bids arriving after the deadline will not be opened. *Time of arrival for bid deliveries shall be determined by the time of arrival at the FSDB Campus Police Security Check Point.*

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

Bids will be opened as indicated on the Timeline, in the **Conference Room, Building #27 Hogel Maintenance, The Florida School for the Deaf and the Blind, 207 North San Marco Ave. St. Augustine, FL. 32084**. Please arrive in ample time to allow for security clearance processing and conveyance through the FSDB campus. *Time of arrival for meeting attendance shall be determined by the time of arrival at the FSDB Campus Police Security Check Point.*

**Bids arriving after the deadline will not be opened or returned.**

**SEALED BIDS:**

Bids shall be sealed in an envelope and marked as follows in the lower left corner:

**SEALED BID for ITB-16-058 - FROM: [COMPANY NAME]  
Attention: Charles Meyers, Contract Administrator  
DO NOT OPEN PRIOR TO: August 11, 2016, at 2:00PM**

**CONTACT PERSON(s):** Charles Meyers, 904-827-2294, [meyersc@fsdb.k12.fl.us](mailto:meyersc@fsdb.k12.fl.us) or Susan Bright 904-827-2356, [bright@fsdb.k12.fl.us](mailto:bright@fsdb.k12.fl.us)

**NO BID:**

If a bid will not be submitted, return only the Proposal Form with "No Bid" noted in the space provided. Failure to do so will result in the company's name being removed from future invitations to bid.

**SPECIAL ACCOMMODATIONS:**

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

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

**DOCUMENTS:**

Qualified bids will contain the following documents:

- Proof of MFMP Registration
- Proposal Form – completed, signed and notarized.
- Receipt of Addendum Form – completed, signed and notarized.
- Identical Tie Bids Statement – completed, signed and notarized.
- Public Entity Crimes Sworn Statement – completed, signed and notarized.
- Affidavit of Compliance with Minority Business Participation Construction –completed, signed and notarized.
- Copy of Current Florida Occupational License

**PROJECT TIMELINE:**

<b>Activity</b>	<b>Date</b>	<b>Time</b>
Bid Package Promulgated	07/21/16	
Advertisement Open	07/21/16	
Advertisement Close	08/04/16	
Mandatory Pre-Bid Meeting	08/04/16	10:00 AM
Question Submission Deadline	08/09/16	10:00 AM
Answers Issued as Addendum	08/11/16	
Bid Submission Deadline	08/11/16	1:45 PM
Bid Opening	08/11/16	2:00 PM
Bid Qualification & Selection	08/11/16	
Results Notification	08/11/16	
Intent to Award Advertisement Open	08/11/16	
Intent to Award Advertisement Close	08/16/16	
Agreement Draft, Review, Execution	08/17/16	
Contract term begins*	08/31/16	
*Or date of execution, whichever is later	09/05/16	

**PROJECT DESCRIPTION:**

**Painting of Select FSDB Buildings  
(Ray Charles, Ted Johnson, Pope Hall, Kirk Auditorium, and the Chapel Buildings)**

**SCOPE OF WORK**

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

Work Site and Work Practices:

1. All work must be performed utilizing safe work practices as defined in Federal, State, and Local laws, regulations, and codes regarding Health and Safety to include the federal EPA Renovation, Repair and Painting Program (RRP).
2. All work areas shall be barricaded to prevent the creation of an attractive nuisance to the student population.
3. Areas prepared for painting or repair must have plastic tarps, heavy mill plastic or disposable cloth tarps, on the ground to collect and contain paint chips, dirt and debris. These areas are best to be kept damp and maintained clean by a ground worker whenever possible.
4. All paint chips, dirt, and debris must be contained on the property and disposed of properly while work is in progress and a thorough clean-up effort must be done at the end of each work day.
5. Non-HEPA Shop vacuums ARE NOT to be used for cleaning up paint dust and debris.

Preparation:

6. Pressure wash exterior of building - NO hazardous chemicals are allowed to be used and washed down into our drainage system. Open power-washing must have proper containment precautions. Every effort possible must be used to contain debris from leaving the work area.
7. Scrape or remove all loose materials from exterior surfaces.
8. Caulk all penetrations, cracks, windows, door casings and thresholds.

Painting:

9. The paint used on the exterior of the buildings on the FSDB campus is limited to white [Elastomeric HB 400 Pastel to "Off White"] for the stucco and sandstone [Sherwin Williams color match WSP-39 "Sandstone"] for all exposed soffits and trim.
10. The painting of existing brick including brick water tables on campus must be approved by the FSDB Project Manager.
11. The use of spray equipment on the exterior of the campus must be approved by the FSDB Project Manager.
12. Exterior Elastomeric Coating shall be used on all exterior concrete, concrete masonry unit and stucco surfaces. Provide two finish coats of elastomeric coating over manufacturer's recommended primer. Paint to be applied at a dry film thickness of not less than 12 mils. The color shall be off-white. Acceptable manufacturer's and products are as follows:
  - a) Master Protect HB 400 Pastel tinted to off white.
  - b) Benjamin Moore; Moorlastic Acrylic Elastomeric Fine Texture.
13. Exterior Full-Gloss Alkyd Enamel shall be used to paint all exterior trim, steel doors and soffits. Provide two finish coats of paint over one coat of manufacturer's recommended primer. The color shall match "Sherwin Williams WSP-39 "Sandstone". Acceptable manufacturer's and products are as follows:
  - a) Benjamin Moore; Moore's IMC Urethane Alkyd Enamel M22: Applied at a dry film thickness of not less than 2.0 mils.
  - b) Sherwin-Williams; Industrial Enamel B-54 Series: Applied at a dry film thickness of not less than 2.0 mils.
14. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - a) Quantity: Furnish Owner with an additional 5 percent, but not less than 1 gal. or 1 case, as appropriate, of each material and color applied.
15. Exterior building color:
  - a) Trim - Sherwin-Williams WSP39 "Sandstone" DTM Acrylic Coating.
  - b) Body – Elastomeric HB 400 Pastel to "Off White"

**GENERAL INSTRUCTIONS TO RESPONDENTS:**

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

**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/Scope of Work,
- Special Conditions and Instructions,
- Instructions to Respondents,
- General Conditions, and
- Introductory Materials.

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

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

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

**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 Level Two threshold amount (\$25,000) provided in §60D-5.002(2)(a), F.A.C.

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed FSDB in writing of all convictions of the firm, its affiliates (as defined in §287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with FSDB.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.



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

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

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

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

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

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

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

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

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

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

**Public Records.** Article 1, 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.

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

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

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

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

**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.



**PROPOSAL FORM**

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

Decline to Bid

Submitted by (Company Name):  
\_\_\_\_\_

To Whom It May Concern:

The undersigned Contractor, hereinafter called "Bidder" proposes to furnish all materials and labor for The Florida School for the Deaf and the Blind.

Project Name: Painting of Select FSDB Buildings

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

<b>Bid Price</b>	
Ray Charles Building	\$
Ted Johnson Building	\$
Pope Hall	\$
Kirk Auditorium	\$
Chapel	\$
<b>Total Bid Price</b>	<b>\$</b>

In consideration of the Agreement by the "Owner," the Bidder has agreed and does hereby agree, (1) that the attached proposal shall remain in full force and effect for a period of thirty (30) days after the time of the opening of this proposal, and that the "Bidder" will not revoke nor cancel this proposal or withdraw from the competition within said thirty (30) day period, (2) that in the event the contract is awarded to this "Bidder," he/she will within thirty (30) consecutive calendar days after it is submitted, enter into a written contract with the "Owner" in accordance with the accepted bid.

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

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

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

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

State of Florida, County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

\_\_\_\_\_

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

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

My commission expires:

END OF PROPOSAL FORM DOCUMENT



RECEIPT OF ADDENDUM FORM

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

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

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

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

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

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

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

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

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

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

State of Florida  
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

\_\_\_\_\_

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

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

My commission expires:

END OF DOCUMENT

**IDENTICAL TIE BIDS STATEMENT**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 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 the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace though implementation of this section.

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

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

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

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

State of Florida  
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

\_\_\_\_\_

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

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

My commission expires:

END OF DOCUMENT

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

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

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

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

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

4. I understand that an "affiliate" as defined in Paragraph 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 who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), 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.)

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

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

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

proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

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

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

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

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

State of Florida  
County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

\_\_\_\_\_

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

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

My commission expires:

END OF DOCUMENT

It is the policy of FSDB to aggressively promote the equality of opportunity in our procurement processes for commodities, services and construction. The purpose is to provide FSDB with quality goods and services at the lowest possible prices from contractors and providers who reflect the diversity of our School and our community. Accordingly, purchasing procedures for commodities and services provide for the solicitation of minority participation. Likewise, participation in construction contracts is encouraged and supported by:

1. The scheduling of pre-solicitation and pre-bid meetings for the purpose of informing minority business enterprises of contracting and subcontracting opportunities in minor and major construction.
2. Providing interested minority business enterprises or minority persons with adequate information about the plans, specifications and requirements of construction contracts. Minority contractors and subcontractors should contact the Director of Purchasing to declare interest in this and future projects.
3. Providing general contractors who submit construction bids with information regarding minority subcontractors who have declared their interest in the project through the School's Purchasing Office. The contractor may also solicit quotations from other minority subcontractors known to it. A statement signed by officer of company of the Contractor's efforts to solicit bids from School identified and other minority subcontractors shall be submitted with the contractor's proposal at the time of bidding.

END OF DOCUMENT





**AFFIDAVIT OF COMPLIANCE WITH MINORITY BUSINESS PARTICIPATION**

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

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

1. I have read the policy of The Florida School for the Deaf and the Blind regarding the promotion of equal opportunity in the School's construction process.
2. In preparing and submitting the attached bid, we have contacted the following persons/firms in order to encourage their submission of a bid for a subcontract to do a part of the bid that would otherwise have been subcontracted out by us.

FIRM	CONTACT PERSON
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

State of Florida, County of St. Johns

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY,

\_\_\_\_\_

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

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

My commission expires:

**END OF DOCUMENT**

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

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

**Table of Contents**

<b>SECTION 1 – GENERAL PROVISIONS</b> .....	19
<a href="#">Article 1.1. Definitions</a> .....	19
<a href="#">Article 1.2. Applicable Law</a> .....	19
<a href="#">Article 1.3. Engagement of the Contractor</a> .....	19
<a href="#">Article 1.4. Communication between Parties</a> .....	19
<a href="#">Article 1.5. Authorization to do Business in the State of Florida</a> .....	19
<a href="#">Article 1.6. Entire Agreement</a> .....	19
<a href="#">Article 1.7. Modification of the Contract</a> .....	19
<a href="#">Article 1.8. Renewal of the Contract</a> .....	19
<a href="#">Article 1.9. Termination of the Contract</a> .....	19
<a href="#">Article 1.10. Severability</a> .....	20
<a href="#">Article 1.11. Effectiveness of the Contract</a> .....	20
<a href="#">Article 1.12. Authorized Representatives</a> .....	20
<a href="#">Article 1.13. All Terms and Conditions Included</a> .....	20
<a href="#">Article 1.14. Non-waiver of Defaults</a> .....	20
<a href="#">Article 1.15. Replacement Contract</a> .....	20
<a href="#">Article 1.16. Immunities</a> .....	20
<a href="#">Article 1.17. Public Records</a> .....	20
<a href="#">Article 1.18. Jessica Lunsford Act / Background Checks</a> .....	20
<a href="#">Article 1.19. Amicable Settlement</a> .....	20
<b>SECTION 2 – PERFORMANCE OF THE SERVICES</b> .....	20
<a href="#">Article 2.1. Personnel</a> .....	20
<a href="#">Article 2.2. Information</a> .....	20
<a href="#">Article 2.3. Performance Standards</a> .....	20
<a href="#">Article 2.4. Codes of Conduct</a> .....	20
<a href="#">Article 2.5. Confidentiality</a> .....	21
<a href="#">Article 2.6. Sub-Contracting</a> .....	21
<a href="#">Article 2.7. Liability</a> .....	21
<a href="#">Article 2.8. Insurance</a> .....	21
<a href="#">Article 2.9. Deliverables and Reporting Obligations</a> .....	21
<a href="#">Article 2.10. Ownership of Copyright</a> .....	21
<a href="#">Article 2.11. Force Majeure</a> .....	21
<a href="#">Article 2.12. Transparency Florida Act</a> .....	21
<a href="#">Article 2.13. Nondiscrimination and Compliance</a> .....	21
<a href="#">Article 2.14. Financial Consequences for Failure to Perform</a> .....	21
<a href="#">Article 2.15. Coordination of Work</a> .....	21
<a href="#">Article 2.16. Minimum Levels of Service and Criteria for Completion of Agreement</a> .....	22
<b>SECTION 3 – FINANCIAL PROVISIONS</b> .....	22
<a href="#">Article 3.1. Payments</a> .....	22
<a href="#">Article 3.2. Payments Withheld</a> .....	22
<a href="#">Article 3.3. Correction of Work Before Final Payments</a> .....	22
<a href="#">Article 3.4. Liens</a> .....	22
<a href="#">Article 3.5. Taxes, General and Contingency</a> .....	22
<a href="#">Article 3.6. Travel Reimbursement</a> .....	22
<a href="#">Article 3.7. Return of Unspent Funds</a> .....	22
<a href="#">Article 3.8. Record-keeping and Accounts</a> .....	22

## SECTION 1 – GENERAL PROVISIONS

### Article 1.1. Definitions

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

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

feminine gender shall be considered as including the masculine gender, unless the context clearly indicates otherwise.

### Article 1.2. Applicable Law

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

### Article 1.3. Engagement of the Contractor

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

### Article 1.4. Communication between Parties

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

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

- (1) All Contractors doing business with the State of Florida for the sale of commodities or contractual services as defined in §287.012, Florida Statutes are required to have a substitute W-9 on file with the State and register online with the My Florida Marketplace (MFMP) E-procurement system in order to become certified with FSDB, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees.
- (2) Registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketplace.com/>. For additional information or questions, the Contractor should contact the MFMP customer service help desk at 1-866-FLA-EPRO (1-866-352-3776).
- (3) Registration must take place prior to execution of the Contract.

### Article 1.6. Entire Agreement

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

### Article 1.7. Modification of the Contract

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

### Article 1.8. Renewal of the Contract

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

### Article 1.9. Termination of the Contract

- (1) Termination Based on Breach. FSDB may terminate the Agreement if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. If, after termination, it is determined

that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the FSDB. The rights and remedies of the FSDB in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

- (2) **Termination Based on Convenience.** FSDB, by written notice to the Contractor, may terminate the Agreement in whole or in part when the FSDB determines in its sole discretion that it is in the FSDB's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- (3) **Other Termination.** The employment of unauthorized aliens by any contractor is considered a violation for §274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.
- (4) If Contractor terminates this Agreement or if FSDB terminates this Agreement for breach, Contractor shall not receive any payment for any services. Furthermore, Contractor will be liable for difference in the increased cost, if any, FSDB would incur for similar services from another person.
- (5) Under no event shall FSDB be required to pay Contractor any fees should this Agreement be terminated for any reason.
- (6) In the case of termination of this contract before completion, from any cause whatsoever, Contractor, if notified to do so by FSDB shall promptly remove any part or all of his equipment and supplies from any property interest of FSDB failing which, FSDB will have the right to remove such equipment and supplies at the expense of Contractor.

**Article 1.10. Severability**

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

**Article 1.11. Effectiveness of the Contract**

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

**Article 1.12. Authorized Representatives**

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

**Article 1.13. All Terms and Conditions Included**

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

**Article 1.14. Non-waiver of Defaults**

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

**Article 1.15. Replacement Contract**

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

**Article 1.16. Immunities**

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

**Article 1.17. Public Records**

- (1) The Contractor shall comply with the public records laws of the State of Florida, specifically to:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by FSDB in order to perform the services in this AGREEMENT.
  - (b) Provide the public with access to public records on the same terms and conditions that FSDB would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt

from public records disclosure requirements are not disclosed except as authorized by law.

- (d) Meet all requirements for retaining public records and transfer, at no cost, to FSDB all public records in possession of CONTRACTOR upon termination of this AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FSDB in a format that is compatible with the information technology systems of FSDB.
- (2) CONTRACTOR shall notify FSDB, in writing, within three (3) days after receiving a public records request pursuant to Chapter 119, Florida Statutes.
- (3) In accordance with §287.058(1)(c), Florida Statutes, FSDB may unilaterally cancel this AGREEMENT for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this AGREEMENT, unless the records are exempt from Section 24(a) of Article I of the Constitution of the State of Florida and §119.07(1), Florida Statutes.
- (4) Notwithstanding any other provision of this AGREEMENT to the contrary, this Article shall survive termination of the AGREEMENT.

**Article 1.18. Jessica Lunsford Act / Background Checks**

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

**Article 1.19. Amicable Settlement**

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

**SECTION 2 – PERFORMANCE OF THE SERVICES**

**Article 2.1. Personnel**

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

**Article 2.2. Information**

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

**Article 2.3. Performance Standards**

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

**Article 2.4. Codes of Conduct**

- (1) The Contractor shall not engage and shall cause its Personnel as well as its Sub-contractors and their personnel not to engage during the term of this Contract, either directly or indirectly, in fraudulent behavior, corrupt practices, illegal actions or any other activity that is incompatible with the proper discharge of the Services or the association with FSDB, or in any work, business or professional activities which would conflict with the activities assigned to it under this Contract.

- (2) The Contractor shall seek to avoid any activities and in particular any kind of public pronouncement that may adversely reflect on its integrity, independence, and impartiality required by the status of an FSDB Contractor.
- (3) Where appropriate, the Contractor shall terminate contracts with partners or Sub-contractors involved in activities that are incompatible with their association with FSDB as per Article 2.6 (1) and Article 2.6 (2) herein. (1)

**Article 2.5. Confidentiality**

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

**Article 2.6. Sub-Contracting**

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

**Article 2.7. Liability**

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

**Article 2.8. Insurance**

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

Certificate of Insurance

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

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

**Article 2.9. Deliverables and Reporting Obligations**

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

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

**Article 2.10. Ownership of Copyright**

Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of FSDB and may be copyrighted, patented or otherwise restricted as provided by Florida or Federal law. Neither the Contractor nor any individual employed under this contract shall have any proprietary interest in the product.

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

In the event it is determined as a matter of law that any such work is not a "work for hire," Contractor shall immediately assign to FSDB all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

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

**Article 2.11. Force Majeure**

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

**Article 2.12. Transparency Florida Act**

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

**Article 2.13. Nondiscrimination and Compliance**

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

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

- (1) The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. If the Contractor fails to meet and comply with the activities / deliverables established in the Contract or to make appropriate progress on the activities and / or towards the deliverables and they are not resolved within two (2) weeks of notification, the Contract Manager may approve a reduced payment or request the Contractor redo the work or terminate the Contract.
- (2) If the Contractor fails to perform in accordance with this AGREEMENT to the satisfaction of FSDB, FSDB may cancel any portion of the remaining work not completed at the time of non-performance and unilaterally cancel this AGREEMENT.
- (3) FSDB agrees to submit to the state's Chief Financial Officer any of the Contractor's invoices, statements or vouchers for work completed, inspected, and accepted prior to the time of non-performance with any lump sum prorated for un-received or unaccepted work and with a deduction for any damages incurred by FSDB as a result of Contractor's failure to perform.
- (4) Failure of Contractor to complete all work and deliver all required documentation within the times specified herein will result in a deduction for liquidated damages of one-half of one percent (1/2 %) of the total contract cost for each day of delay. FSDB shall not be responsible for any additional payments for labor, overtime or other, caused by Contractor's delay.

**Article 2.15. Coordination of Work**

- (1) Wherever work being done by the Florida School for the Deaf and the Blind forces or by the other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.
- (2) Contractor shall arrange his work so as not to interfere with the operations of other contractors employed by FSDB and engaged upon adjacent work and to

join his work to that of others in a proper manner, in accordance with the spirit of the plans and specifications, and to perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Project Manager.

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

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

**SECTION 3 – FINANCIAL PROVISIONS (1)**

**Article 3.1. Payments**

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

**Article 3.2. Payments Withheld**

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

will make an equitable deduction for the work from the contract price. Further, Contractor shall not be compensated for delays in the work caused by Contractor inefficiencies, correction, or rework made necessary by errors, omissions or failure to properly perform the work.

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

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

**Article 3.4. Liens**

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

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

FSDB is exempted from payment of Florida State sales and use taxes. The Contractor, however, shall not use the FSDB's tax exemption number to secure any materials or services. The Contractor shall be responsible and liable for the payment of all its payroll and other Federal taxes, state sales and use taxes and other tax liabilities incurred resulting from this AGREEMENT.

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

**Article 3.6. Travel Reimbursement**

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

**Article 3.7. Return of Unspent Funds**

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

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

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



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

**ATTACHMENT B**  
**GENERAL CONDITIONS FOR COMPETITIVE SOLICITATIONS**  
(Revised September 2015)

**Table of Contents**

<b>SECTION 4 – COMPETITIVE BIDDING</b> .....	24
<a href="#">Article 4.1. Definitions</a> .....	24
<a href="#">Article 4.2. General Instructions</a> .....	24
<a href="#">Article 4.3. Bidders and Subcontractor's Licensure and Registration Requirements</a> .....	24
<a href="#">Article 4.4. Detailed Instructions and Addenda</a> .....	24
<a href="#">Article 4.5. Terms and Conditions</a> .....	24
<a href="#">Article 4.6. Questions</a> .....	24
<a href="#">Article 4.7. Conflict of Interest</a> .....	24
<a href="#">Article 4.8. Convicted Vendors</a> .....	24
<a href="#">Article 4.9. No Discrimination/ Discriminatory Vendors</a> .....	24
<a href="#">Article 4.10. Respondent's Representation and Authorization</a> .....	24
<a href="#">Article 4.11. Manufacturer's Name and Approved Equivalents</a> .....	25
<a href="#">Article 4.12. Performance Qualifications</a> .....	25
<a href="#">Article 4.13. Clarifications/Revisions</a> .....	25
<a href="#">Article 4.14. Public Records</a> .....	25
<a href="#">Article 4.15. Limitation on Vendor Contact with Agency During Solicitation Period</a> .....	25
<a href="#">Article 4.16. Public Opening</a> .....	25
<a href="#">Article 4.17. Postponement of openings</a> .....	25
<a href="#">Article 4.18. Firm Response</a> .....	25
<a href="#">Article 4.19. Minor Irregularities/Right to Reject</a> .....	25
<a href="#">Article 4.20. Determination of Successful Bidder</a> .....	25
<a href="#">Article 4.21. Electronic Posting of Notice of Intended Award</a> .....	25
<a href="#">Article 4.22. Contract Formation</a> .....	26
<a href="#">Article 4.23. Contract Overlap</a> .....	26
<a href="#">Article 4.24. Sample Agreement</a> .....	26
<a href="#">Article 4.25. Notice and Protest Procedures</a> .....	26
<a href="#">Article 4.26. Truth-In-Negotiation</a> .....	26
<a href="#">Article 4.27. Limitation on Vendor Contact with Agency During Solicitation Period</a> .....	26



## SECTION 4 – COMPETITIVE BIDDING

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

### Article 4.1. Definitions

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

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

### Article 4.2. General Instructions.

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

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

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

### Article 4.4. Detailed Instructions and Addenda

The Contract Administrator will furnish, prior to bid, additional written instructions necessary for the proper execution of the work. All instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom. Any additional instructions which alter the contract time or cost will be issued as addenda.

### Article 4.5. Terms and Conditions.

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

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

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

### Article 4.6. Questions.

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

### Article 4.7. Conflict of Interest.

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

### Article 4.8. Convicted Vendors.

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

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

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

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

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

### Article 4.10. Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not

currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed FSDB in writing of all convictions of the firm, its affiliates (as defined in §287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with FSDB.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

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

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

**Article 4.12. Performance Qualifications.**

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

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

mean or imply that it is obligatory upon FSDB to make an investigation either before or after award of the Contract, but should FSDB elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**Article 4.13. Clarifications/Revisions.**

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

**Article 4.14. Public Records.**

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

**Article 4.15. Limitation on Vendor Contact with Agency During Solicitation Period.**

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

**Article 4.16. Public Opening.**

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

**Article 4.17. Postponement of openings.**

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

**Article 4.18. Firm Response.**

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

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

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

**Article 4.20. Determination of Successful Bidder**

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

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

Based on the evaluation, on the date indicated on the Timeline, FSDB shall electronically post a notice of intended award at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the

delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with FSDB a notice of protest within 72 hours after the electronic posting. FSDB shall not provide tabulations or notices of award by telephone.

**Article 4.22. Contract Formation.**

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

**Article 4.23. Contract Overlap.**

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

**Article 4.24. Sample Agreement.**

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

**Article 4.25. Notice and Protest Procedures**

(1) **Notice:** On contracts within Levels, 2, 3, 4, and 5, the notice of a decision or intended decision on contract award or bid rejection shall be given by posting the bid tabulation at the location where the bids were opened or by public advertisement, electronic mail, or certified United States mail, return receipt requested to each bidder. Notification and advertisement is conducted pursuant to §255.0525, F.S. and may include but not be limited to: the Florida Administrative Weekly, DemandStar, FSDB Website, and the My Florida Market Place Vendor Bid System, and additional notifications and advertisements at the discretion of FSDB or as required by law.

(2) **Protest**

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

(3) **Owner Action**

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

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

**Article 4.27. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.