



BPO Review



CONTRACT EXECUTIVE OVERVIEW (Renewal)

Vendor Name W.W. Gay Mechanical Contractor, Inc.

Project Name: Plumbing, Mechanical, HVAC, & Refrigeration Services

Bid/Reference # RFP-23-089/C23024

Contract Type: Piggyback

Contract Value \$ Over \$100K

Resolution # 2026-26

City Council Approval Date: 02/17/2026

Original Contract Date: 02/24/2026

New End Date: 06/30/2027

City's Project Manager James Melley

Brief Description/Purpose:

Final renewal of piggyback to utilize the terms and conditions of the State of Florida, Florida School for the Deaf and Blind Agreement for Plumbing Mechanical, HVAC, & Refrigeration Services, as needed.

Approvals:

Responsible Dept. Director	<u>Signed by: Brian Roche</u> 0217FE7182744DB...	Date: <u>Jul 23, 2026 11:07 AM PDT</u>
City Finance	<u>Signed by: Helena Alves</u> 4F3A3892B67B492...	Date: <u>Jul 23, 2026 3:34 PM EDT</u>
City Attorney	<u>Signed by: Marcus Duffy</u> A9D58FA5D9FD417...	Date: <u>Jul 27, 2026 9:23 PM EDT</u>
City Manager	<u>Signed by: Mike McLaughlin</u> D7DF1A254975438...	Date: <u>Jul 28, 2026 3:07 AM PDT</u>

Vendor Name and Email Address: Jason Williams WWilliams@wwgmc.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

W.W. Gay Mechanical Contractor, Inc.
Attn: Jason Williams
524 Stockton Street
Jacksonville, Florida 32204

RE: Letter Authorizing Piggyback Contract Renewal

Plumbing, Mechanical, HVAC, & Refrigeration Services

Contract Name

RFP-23-089/C23024

Contract #

Dear Jason,

The City of Palm Coast, Florida requests permission to renew the engagement letter dated February 24, 2026 until June 30, 2027. Such renewal shall be under the same terms and conditions, including pricing, as the agreement with the State of Florida, Florida School for the Deaf and the Blind. If agreed, please indicate approval by electronically signing below. This is the final renewal. **This renewal incorporates the updated Florida Statutes requirements as outlined below.**

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions. Regards,

Nathalie Garcia

Nathalie Garcia
Sr. Contracts and Procurement Coordinator
ngarcia@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
Print Name: Michael McGlothlin
Title: City Manager
Date: Jul 28, 2026 | 3:07 AM PDT

COMPANY

Signed by:
By: Jason Williams
(Authorized Signature)
Print Name: Jason Williams
Title: Group Leader North Florida Service
Date: Jul 22, 2026 | 9:40 AM PDT

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

5. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

6. Sovereign Immunity.

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

7. Taxes.

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Jul 28, 2026 | 3:07 AM PDT

COMPANY

Signed by:
By: Jason Williams
39886E0C522844C...
(Authorized Signatory)

Print Name: Jason williams

Title: Group Leader North Florida Service

Date: Jul 22, 2026 | 9:40 AM PDT

Contract C23024 – Amendment #3 – Renewal 3 of 3
W.W. GAY MECHANICAL CONTRACTOR, INC.

This third amendment is made to that agreement previously executed by and between **THE STATE OF FLORIDA, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND, hereinafter called "FSDB"**, and **W.W. GAY MECHANICAL CONTRACTOR, INC.** ("CONTRACTOR"). FSDB and CONTRACTOR are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein. It is mutually understood and agreed by and between the undersigned contracting Parties to amend that previously executed agreement by this third Amendment:

WHEREAS, on July 1, 2023, FSDB entered into the Contract with the CONTRACTOR to provide the service; and

WHEREAS, the expiration date of the Contract is June 30, 2026; and

WHEREAS, it has been determined by FSDB that it is in the best interest of the State of Florida and Florida School for the Deaf and the Blind to renew this Agreement for an additional term;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, FSDB and the CONTRACTOR covenant and agree as follows:

1.0 The recitals are true and correct and are incorporated herein by reference.

2.0 CONTRACT RENEWAL

FSDB hereby executes its renewal option for a one-year period pursuant to §287.057(14), F.S. and Article 1.06 of the Contract. All provisions not in conflict with this renewal are still in effect. This renewal is subject to the same terms and conditions as the original contract and subsequent amendments. The new contract expiration date is **June 30, 2027**.

3.0 RENEWAL PRICE

In accordance with Article 1.06 of the Contract, the renewal price shall remain the same as Article 3, Section A of the Contract for Renewal Term 3, and the amount of the Contract shall remain the same as Article 3, Section D. and shall not exceed **\$750,000.00** per annum.

4.0 CONFLICT

Except as expressly amended herein, all terms and conditions of the Agreement and subsequent amendments shall remain in full force and effect as written and are hereby ratified and confirmed by the parties. To the extent any of the terms of this third Amendment conflict with the terms of the Contract, the terms of this third Amendment shall control.

5.0 WARRANTY OF AUTHORITY

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

FOR W.W. GAY MECHANICAL CONTRACTOR, INC.

DocuSigned by:
X Tom Smith
Tom Smith, President, COO, tsmith@wwgmc.com
707D283E662D45C...
2/18/2026
Date signed
EIN: 59-0977396

FOR FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

Signed by:
X Tracie C. Snow
Tracie Snow, President, snowt@fsdbk12.org
707D283E662D45C...
2/18/2026
Date signed
EIN: 59-1003668

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

W.W. Gay is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jason williams

Title: Group Leader North Florida Service

Signed by:
Signature: Jason Williams
39886E0C522844C...

Date: Jul 22, 2026 | 9:40 AM PDT

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that W W Gray Mechanical [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of W W Gray Mechanical [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Jason Williams

Title: Group Leader - N. FL Service

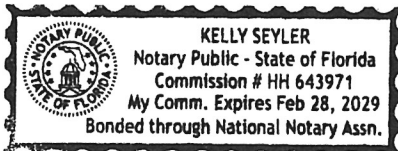
Date: 7/13/26

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of July, 2026 by Jason Williams [name of officer or agent, title of officer or agent] of W W Gray Mechanical [name of contractor company acknowledging], a C [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced [type of identification] as identification.

[Notary Seal]



Kelly Seyler
Notary Public

Kelly Seyler
Name typed, printed or stamped

My Commission Expires: 2/28/29

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Willway Mechanical (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 7/13/2026

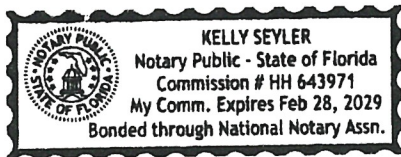
Signed: [Signature]

Entity: Willway Mechanical

Name: Jason Williams

Title: Circleleader - N. FL Service

Sworn to (or affirmed) and subscribed before me this 13 day of July, 2026
by Jason Williams



Notary Signature

[Signature]
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓
OR Produced Identification _____
Type of Identification Produced _____



Menu ≡

My Company Account

My Company Profile

Company Information

Company Name

W. W. Gay Mechanical Contractor, Inc.

Doing Business As (DBA) Name

Company ID

246573

Enrollment Date

Sep 04, 2009

Employer Identification Number (EIN)

96

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

500 to 999

NAICS Code

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

524 Stockton St
Jacksonville, FL 32204

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)



City Attorney Review

Signed by:
Marcus Duffy
A9D59FA5D9FD417...



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: W.W. Gay Mechanical Contractor, Inc.
Bid/Contract Ref # RFP-23-089
Agency Name: State of Florida, Florida School for the Deaf and Blind
Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- 26 City Council Approval Date: 2/17/2026
Contract Term End Date 6/30/2026
Renewable Y/N Y If yes # and length of renewals: One (1) Additional One-Year Renewal
City's Project Manager(s) James Melley

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the State of Florida, Florida School for the Deaf and Blind Agreement for Plumbing, Mechanical, HVAC, & Refrigeration Services as needed.

Approvals:

Responsible Dept. Director	Signed by: <u>Brian Roche</u> 0217FE7182744DB...	Date: <u>Feb 23, 2026 4:55 AM PST</u>
City Finance	Signed by: <u>Helena Alves</u> 4F2A5682B07B492...	Date: <u>Feb 20, 2026 5:30 AM PST</u>
City Attorney	Signed by: <u>Marcus Duffy</u> A9D59FA5D9FD417...	Date: <u>Feb 23, 2026 5:52 PM PST</u>
City Manager	Signed by: <u>Mike McElotulin</u> D7DF1A254975438...	Date: <u>Feb 24, 2026 5:21 AM PST</u>

Vendor Name and Email Michael Bowles wbowles@wwgmc.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

W.W. Gay Mechanical Contractor, Inc.
Attn: Michael Bowles
524 Stockton Street
Jacksonville, Florida 32204

RE: Engagement Letter Authorizing Piggyback

Plumbing, Mechanical, HVAC, & Refrigeration Services
Contract Name

State of Florida, Florida School for the Deaf and Blind RFP-23-089
Contract Reference

Dear Michael,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Christinne Foschaar

Christinne Foschaar
Procurement Coordinator
cfoschaar@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print: Michael McGlothlin

Title: City Manager

Date: Feb 24, 2026 | 5:21 AM PST

W.W. Gay Mechanical Contractor, Inc.

DocuSigned by:
By: Michael Bowles
(Full Legal Name)

Print Name: Michael Bowles

Title: Project Manager

Date: Jan 15, 2026 | 5:36 AM PST



please recycle

palmcoastgov.com

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

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- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
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5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
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8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

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c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. Governing Law:

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Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print: Michael McGlothlin

Title: City Manager

Date: Feb 24, 2026 | 5:21 AM PST

SUPPLIER

DocuSigned by:
By: Michael Bowles
59388C1C6B0F440...
(Authorized Signatory)

Print Name: Michael Bowles

Title: Project Manager

Date: Jan 15, 2026 | 5:36 AM PST

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

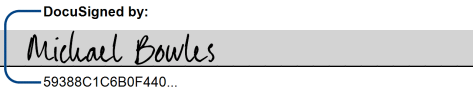
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

WW Gay Mechanical Contractor, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael Bowles

Title: Project Manager

Signature:  59388C1C6B0F440...

Date: Jan 15, 2026 | 5:36 AM PST

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2025, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

Contract C23024 – Amendment 2 – Renewal 2 of 3
W.W. GAY MECHANICAL CONTRACTOR, INC.

This second amendment is made to that agreement previously executed by and between **THE STATE OF FLORIDA, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND, hereinafter called "FSDB"**, and **W.W. GAY MECHANICAL CONTRACTOR, INC. ("CONTRACTOR")**. FSDB and CONTRACTOR are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein. It is mutually understood and agreed by and between the undersigned contracting Parties to amend that previously executed agreement by this second Amendment:

WHEREAS, on June 30, 2023, FSDB entered into the Contract with the CONTRACTOR to provide the service; and

WHEREAS, the expiration date of the Contract is June 30, 2025; and

WHEREAS, FSDB is exercising its option to renew this Contract pursuant to §287.057(14) Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, FSDB and the CONTRACTOR covenant and agree as follows:

1.0 The recitals are true and correct and are incorporated herein by reference.

2.0 CONTRACT RENEWAL

FSDB hereby executes its renewal option for a one-year period pursuant to §287.057(14), F.S. and Article 1.06 of the Contract. All provisions not in conflict with this renewal are still in effect. This renewal is subject to the same terms and conditions as the original contract and subsequent amendments. The new contract expiration date is **June 30, 2026**.

3.0 RENEWAL PRICE

In accordance with Section 3 of the Agreement, the renewal price for this second renewal term, as shown in the matrix below, shall be implemented for any time and materials purchases. The amount paid to the CONTRACTOR shall not exceed **\$750,000.00 per annum**.

Description	Renewal Term 2	
	Regular Rate	Overtime Rate
HVAC Trade		
Journeyman (Hourly)	88.77	118.62
Apprentice/Helper (Hourly)	68.82	90.06
Plumbing Trade		
Journeyman (Hourly)	88.77	118.62
Apprentice/Helper (Hourly)	68.82	90.06
Refrigeration Trade		
Journeyman (Hourly)	88.77	118.62
Apprentice/Helper (Hourly)	68.82	90.06
Mechanical Trade		
Journeyman (Hourly)	88.77	118.62
Apprentice/Helper (Hourly)	68.82	90.06
Equipment Rental Fees	Rental Cost +20%	
Truck Fee	\$15 per journeyman hour	
Materials Mark-up(%)	20%	
Sub-contractor Mark-up(%)	20%	

4.0 CONFLICT

Except as expressly amended herein, all terms and conditions of the Agreement and subsequent amendments shall remain in full force and effect as written and are hereby ratified and confirmed by the parties. To the extent any of the terms of this second Amendment conflict with the terms of the Contract, the terms of this second Amendment shall control.

5.0 APPROVAL AND EXECUTION

IN WITNESS WHEREOF, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND and **W.W. GAY MECHANICAL CONTRACTOR, INC.**, have caused this AGREEMENT to be executed by their undersigned officials, duly authorized.

6.0 WARRANTY OF AUTHORITY

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

W.W. GAY MECHANICAL CONTRACTOR, INC.

DocuSigned by:
X [Redacted]
Tom Smith, President, COO, tsmith@wmgmc.com

3/12/2025

Date signed

EIN: [Redacted]

FOR FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

Signed by:
X [Redacted]
Trae Snow, President, snowt@fsdbk12.org

3/12/2025

Date signed

EIN: [Redacted]

Contract C23024 – Amendment 1 – Renewal 1 of 3
W.W. GAY MECHANICAL CONTRACTOR, INC.

This first amendment is made to that agreement previously executed by and between **THE STATE OF FLORIDA, THE BOARD OF TRUSTEES OF THE FLORIDA SCHOOL FOR THE DEAF AND THE BLIND**, hereinafter called "**FSDB**", and **W.W. GAY MECHANICAL CONTRACTOR, INC.** ("**CONTRACTOR**"). FSDB and CONTRACTOR are collectively referred to herein as the "**Parties**." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein. It is mutually understood and agreed by and between the undersigned contracting Parties to amend that previously executed agreement by this first Amendment:

WHEREAS, on June 30, 2023, FSDB entered into the Contract with the CONTRACTOR to provide the service; and

WHEREAS, the expiration date of the Contract is June 30, 2024; and

WHEREAS, FSDB is exercising its option to renew this Contract pursuant to §287.057(14) Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, FSDB and the CONTRACTOR covenant and agree as follows:

1.0 The recitals are true and correct and are incorporated herein by reference.

2.0 CONTRACT RENEWAL

FSDB hereby executes its renewal option for a one-year period pursuant to §287.057(14), F.S. and Article 1.06 of the Contract. All provisions not in conflict with this renewal are still in effect. This renewal is subject to the same terms and conditions as the original contract and subsequent amendments. The new contract expiration date is **June 30, 2025**.

3.0 RENEWAL PRICE

In accordance with Section 3 of the Agreement, the renewal price for this first renewal term, as shown in the matrix below, shall be implemented for any time and materials purchases. The amount paid to the CONTRACTOR shall not exceed **\$750,000.00 per annum**.

Description	Renewal Term 1	
	Regular Rate	Overtime Rate
HVAC Trade		
Journeyman (Hourly)	87.75	117.29
Apprentice/Helper (Hourly)	67.94	89.17
Plumbing Trade		
Journeyman (Hourly)	87.75	117.29
Apprentice/Helper (Hourly)	67.94	89.17
Refrigeration Trade		
Journeyman (Hourly)	87.75	117.29
Apprentice/Helper (Hourly)	67.94	89.17
Mechanical Trade		
Journeyman (Hourly)	87.75	117.29
Apprentice/Helper (Hourly)	67.94	89.17
Equipment Rental Fees	Rental Cost +20%	
Truck Fee	\$15 per journeyman hour	
Materials Mark-up(%)	20%	
Sub-contractor Mark-up(%)	20%	

4.0 CONFLICT

Except as expressly amended herein, all terms and conditions of the Agreement and subsequent amendments shall remain in full force and effect as written and are hereby ratified and confirmed by the parties. To the extent any of the terms of this first Amendment conflict with the terms of the Contract, the terms of this first Amendment shall control.

5.0 APPROVAL AND EXECUTION

IN WITNESS WHEREOF, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND and **W.W. GAY MECHANICAL CONTRACTOR, INC.**, have caused this AGREEMENT to be executed by their undersigned officials, duly authorized.

6.0 WARRANTY OF AUTHORITY

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

W.W. GAY MECHANICAL CONTRACTOR, INC.

FOR FLORIDA SCHOOL FOR THE DEAF AND THE BLIND



Tom Smith, President, W.W. Gay Mechanical Contractor, Inc.; tsmith@wgmcc.com

2/8/2024

Date signed





3CCDBE7E161F494...

2/8/2024

Date signed



AGREEMENT BETWEEN THE STATE OF FLORIDA
FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
AND
W.W. GAY MECHANICAL CONTRACTOR, INC.

This AGREEMENT is entered into in the City of Saint Augustine, St. Johns County, Florida, by and between **THE STATE OF FLORIDA, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND**, hereinafter called "FSDB", an agency of the State of Florida, with headquarters located at 207 San Marco Avenue, Saint Augustine, Florida 32084, and **W.W. GAY MECHANICAL CONTRACTOR, INC.**, hereinafter called "CONTRACTOR" authorized to do business in the State of Florida, with its principal office at 524 Stockton Street, Jacksonville, Florida 32204. FSDB and Contractor are collectively referred to herein as the "Parties." This AGREEMENT shall bind the parties upon its execution by their representatives.

1. ENGAGEMENT OF THE CONTRACTOR

FSDB agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below, in the Competitive Solicitation RFP-23-089 and the CONTRACTOR's Solicitation Response which are attached and incorporated herein by reference. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without prior written consent of FSDB.

2. SCOPE OF SERVICES

- A. CONTRACTOR shall perform the services set forth in the attached Competitive Solicitation RFP-23-089 for ad-hoc urgent/emergent plumbing, mechanical, HVAC or refrigeration maintenance or repair services. Services must be authorized verbally by the FSDB Contract/Project Manager or their authorized representative before work commences.
- 1) CONTRACTOR shall provide labor, tools, parts, transportation, equipment, and material to perform miscellaneous ad-hoc plumbing, mechanical, HVAC, and refrigeration related maintenance and repairs, replacements, and installations as directed by FSDB Contract/Project Manager, time being of the essence in the performance of the work.
 - 2) CONTRACTOR must respond to calls 365 days per year, emergency services under this contract within 60 minutes, and all other urgent calls within 24 hours.
 - 3) CONTRACTOR shall deliver to FSDB a detailed service ticket within five (5) days after completion of each service in sufficient detail to allow a thorough inspection of the work performed for post audit. "Sufficient detail" shall mean a detailed description of the work performed, dates and times of service, name of FSDB representative who authorized work, and time and materials costs according to the rate matrix in #3, Deliverables and Payments.
- B. CONTRACTOR shall perform the services set forth in the attached Competitive Solicitation RFP-23-089 for minor planned projects as specified in individual project ACTIVATIONS. Minor projects are specific projects that have a basic budget estimated to be **\$200,000.00** or less per project, on an as-needed basis, and in accordance with the following:
- 1) **ACTIVATION.** As projects develop, the FSDB Contract/Project Manager will prepare a written scope (which may include specifications and/or drawings, as applicable) of work and present it to the CONTRACTOR who shall provide FSDB with a price proposal which shall form the basis of an ACTIVATION. Each ACTIVATION issued by FSDB and executed by the Parties shall further specify work to be performed ("Scope of Work"), the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price"), and specific insurance needs for the project ("Insurance") and shall be approved by the FSDB Executive Director of Safety and Facilities Operations and authorized by the FSDB Administrator of Business Services. No work is authorized to be performed under the contract until the ACTIVATION has been completely executed by all signatory parties.

For each ACTIVATION, the CONTRACTOR will perform the work set forth in each ACTIVATION to include: furnishing of any required Surety Bonds and insurance; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits, and licenses required of the Contractor, fuel, heat,

light, cooling and all other utilities as required by the work specified in the ACTIVATION.

At any time and for any reason, FSDB may submit to CONTRACTOR proposed changes or additions to and/or deletions from the Work covered by any ACTIVATION, and no such changes, additions or deletions shall become effective or paid for by FSDB unless via a Change Order authorized by FSDB in advance and in writing.

- 2) **The Work.** The CONTRACTOR shall commence the work for each project upon receipt of a fully executed ACTIVATION issued by the FSDB Contract/Project Manager and shall reach Substantial and Final Completion of all Work as specified by the ACTIVATION, time being of the essence. The CONTRACTOR shall perform all of the Work required, implied, or reasonably inferable from the Contract. The term "Work" shall mean whatever is done by or required of the CONTRACTOR to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth in each ACTIVATION; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the CONTRACTOR on each project shall be specifically described in and authorized by ACTIVATION issued by FSDB. Each ACTIVATION issued by FSDB under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").
- 3) **CONTRACTOR shall not encumber the Site.** CONTRACTOR shall confine its materials and equipment and the operations of its workers to the limits indicated by FSDB and shall not unreasonably encumber the Site. CONTRACTOR shall keep stored material in good order, the Site free of rubbish and surplus material, and shall, in accordance with Applicable Laws, remove all rubbish and waste material caused by an operation under its charge.
- 4) **Timely and workmanlike performance of Work.** CONTRACTOR shall immediately notify FSDB, in writing, of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any Work so that remedial action, as is appropriate under the circumstances, may be taken. If at any time, CONTRACTOR fails to perform the Work:
 - a) in the manner set forth in this Agreement and/or the applicable ACTIVATION
 - b) in a good and workmanlike manner and in accordance with accepted industry practices for such Work prevailing at the time and place where the Work is being furnished; or
 - c) at the specific times as may be subsequently agreed to, then CONTRACTOR shall, immediately upon the request of FSDB and at no additional cost to FSDB, take all necessary steps, including:
 - 1) the replacement of defective equipment
 - 2) the provision of additional equipment and/or labor
 - 3) the institution of changes in method and manner of performance; and
 - 4) other measures as required so to perform. The request by FSDB of such measures shall be without prejudice to any other rights or remedies FSDB may have under the Agreement or at law.

3. DELIVERABLES AND PAYMENTS

- A. CONTRACTOR shall perform ad hoc urgent/emergent plumbing, mechanical, HVAC, and refrigeration repair services on an as-needed basis as verbally approved by the FSDB Contract/Project Manager or authorized representative, time being of the essence in completion of the work, payable at the rate matrix below:

	Initial Term (Year 1)		Renewal Term 1		Renewal Term 2		Renewal Term 3	
Description	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate
HVAC Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Plumbing Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Refrigeration Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Mechanical Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Equipment Rental Fees	Rental Cost +20%		Rental Cost +20%		Rental Cost +20%		Rental Cost +20%	
Truck Fee	\$15 per journeyman hour		\$15 per journeyman hour		\$15 per journeyman hour		\$15 per journeyman hour	
Materials Mark-up(%)	20%		20%		20%		20%	
Sub-contractor Mark-up(%)	20%		20%		20%		20%	

- B. FSDB shall pay, and the CONTRACTOR shall accept, as full and complete payment for all Work required by each ACTIVATION, the amount specified and authorized by each ACTIVATION upon completion of the Work for each project. The amount set forth in each ACTIVATION shall not exceed **two hundred thousand dollars (\$200,000.00)**, without prior written authorization by the FSDB Administrator or authorized designee.
- C. The total amount paid to the CONTRACTOR is contingent upon the availability of funds, acceptance of the service work performed, and the approval of the CONTRACTOR'S invoice by the FSDB Contract/Project Manager.
- D. The total amount to be paid to CONTRACTOR for all services and work performed under this AGREEMENT shall not exceed **\$750,000.00** per annum.

4. TIME OF PERFORMANCE

This AGREEMENT shall be effective July 1, 2023, or upon the date of execution by both CONTRACTOR and FSDB, whichever is later ("Effective Date") and shall expire on June 30, 2024, unless cancelled earlier in accordance with its terms ("Expiration Date"). **All work must be completed no later than the completion date specified in the ACTIVATION.**

5. MODIFICATION OF GENERAL CONDITIONS FOR CONTRACTS

Each of the following enumerated provisions supersedes or modifies, as indicated, the GENERAL TERMS & CONDITIONS, to which it expressly refers:

- A. Attachment A, Article 2.13, Liquidated Damages will not apply.
- B. Attachment A, Article 3.01, (3), Invoices & Payments, shall be applied as directed by the Contract Activations.
- C. Attachment C, Article 5.2, Subcontracting shall be appended by Attachment A, Article 2.06. In the event inconsistencies arise, Attachment A, Article 2.06 shall control.
- D. Attachment C, Article 5.4, Notice to Proceed shall not apply. The Notice to Proceed is the signed Contract/Contract Activation.
- E. Attachment C, Article 5.5, Time of Completion and Liquidated Damages shall not apply.

- F. Attachment C, Article 5.15, Changes in the Work, Delays, Extensions of Time and Claims shall not apply.
- G. Attachment C, Articles 5.16, 5.17, and 5.18, Payments, shall be applied as directed by the Contract Activations.
- H. Attachment C, Article 5.34, Insurance requirements shall be determined by the needs of individual Activations, based upon the actual work performed, and specified in the Contract Activation.

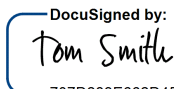
6. APPROVAL AND EXECUTION

IN WITNESS WHEREOF, FLORIDA SCHOOL FOR THE DEAF AND THE BLIND and **W.W. GAY MECHANICAL CONTRACTOR, INC.**, have caused this AGREEMENT to be executed by their undersigned officials, duly authorized.

W.W. GAY MECHANICAL CONTRACTOR, INC.

EIN: 59-0977396

DocuSigned by:

X 

707B2093E662D15C
Tom Smith, President, COO. tsmith@wwgmc.com

6/30/2023

Date signed

FOR FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

EIN: 59-1003668

DocuSigned by:

X 

3CCDBE7E161E494
Tracie Snow, President, snowt@fsdbk12.org

6/30/2023

Date signed



FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

ATTACHMENT A
FSDB GENERAL TERMS & CONDITIONS FOR CONTRACTS
(Revised January 2023)

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SECTION 1 – GENERAL PROVISIONS

Article 1.01. Definitions

The definitions contained in [§60A-1.001](#), Florida Administrative Code (FAC) 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](#), Florida Statutes (FS).
- (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, or if delivered electronically in accordance with (IAW) [§61B-23.0029](#), FAC, the Uniform Electronic Transaction Act (UETA) codified in [§668.50, FS](#), and the Electronic Signature Act of 1996 (ESA) codified in [§668.001-006](#), FS.
- (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 1.02. Applicable Law

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

Article 1.03. Communication between Parties

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

coordinates specified in the Contract or otherwise communicated in writing by either Party.

Article 1.04. 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](#), FS 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-1.031](#), FAC, unless exempt under Rule [60A-1.031](#)(3), FAC. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
- (2) Registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketpalce.com/>. MFMP retains an associated fee for all purchases/invoices posted through MFMP. 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 1.05. Entire Agreement

- (1) The agreement between the PARTIES concerning the subject matter hereof consists of the Contract, together with the enumerated Attachments (all of which are incorporated by reference) which shall comprise this Contract, together being referred to as the "Contract Documents" and represents the total and complete agreement of the PARTIES relating to the subject matter of the Contract. Upon discovery, Contractor or FSDB shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of the Contract Documents or Applicable Legal Requirements and shall cooperate in effecting a resolution of the same that is consistent with the principles expressed in this Article.
- (2) ORDER OF PRECEDENCE. In the event of any inconsistencies between this Contract and the other Contract Documents, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail: 1) the AGREEMENT, if and as amended, (to include Change Orders to cost or schedule) properly executed; 2) General Terms and Conditions (to include Attachment A & C); 3) PUR 1000; 4) the Solicitation Documents, including addenda, and 5) Other documents listed in the Agreement and incorporated therein by reference. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency. In the absence of a clear precedence, FSDB will decide. These documents are complementary, and what is called for by any one document shall be binding as if called by all.
- (3) The intent of the documents is to include all labor, materials, tools, equipment, transportation, and incidentals necessary for the proper and complete execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards
- (4) 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 1.06. Renewal of the Contract

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

Article 1.07. Other Termination of the Contract

- (1) Scrutinized Companies. FSDB may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under [§ 287.135](#)(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (2) Other Termination. The employment of unauthorized aliens by any contractor is considered a violation for [§274A](#)(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.
- (3) If Contractor terminates this Agreement or if FSDB terminates this Agreement for breach, Contractor shall not receive any payment for any services. Furthermore, Contractor will be liable for difference in the increased cost, if any, FSDB would incur for similar services from another person.
- (4) Under no event shall FSDB be required to pay Contractor any fees should this Agreement be terminated for any reason.
- (5) In the case of termination of this contract before completion, from any cause whatsoever, Contractor, if notified to do so by FSDB shall promptly remove any part or all of his equipment and supplies from any property interest of FSDB failing which, FSDB will have the right to remove such equipment and supplies at the expense of Contractor.

Article 1.08. 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 1.09. 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 1.10. 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 1.11. 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 1.12. 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 1.13. 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 1.14. Public Records

- (1) The Contractor shall comply with the public records laws of the State of Florida, Rule [1B-24.003](#)(1)(a), FAC and the most recently published General Records Schedule [GS1-SL](#) for State and Local Government Agencies, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by FSDB in order to perform the services in this 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](#), FS, 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.
 - (e) The Contractor acknowledges its responsibility under [Title 34](#), Code of Federal Regulations (CFR); 20 United States Code, [1232g](#); [§1002.22](#), FS; and Operational Policy and Procedures 10.35, Florida School for the Deaf and the Blind (Challenge to Student Education Records); pertaining to privacy of all records that contain student information.
 - (f) All responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- (2) CONTRACTOR shall notify FSDB, in writing, within three (3) days after receiving a public records request pursuant to [Chapter 119](#), FS.
- (3) In accordance with [§287.058](#)(1)(c), FS, 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), FS.
- (4) Notwithstanding any other provision of this AGREEMENT to the contrary, this Article shall survive termination of the AGREEMENT.

Article 1.15. Jessica Lunsford Act / Background Checks

- (1) In accordance with [§1012.467](#), FS, Contractor's employees, sub-contractors, and staff who have obtained and are wearing a valid uniform statewide contractor's identification badge from any Florida school district will be permitted access to FSDB's campus.
- (2) Unless specifically notified that a Contractor is exempt by law, the Contractor agrees that, pursuant to [§1012e.465](#) and [§1012.467](#), FS, any of the Contractor's employees, sub-contractors, 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](#), FS, 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, sub-contractors, 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 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.

- (6) As an FSDB contractor your company is required to comply with the foregoing **at your own expense**. The required background check will be conducted by a third-party vendor as directed by FSDB and shall obtain the necessary information from the FSDB Purchasing Department or the FSDB Contract Manager.

Article 1.16. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. Contractor has the duty to seek clarification and resolution of any issue, discrepancy, fulfillment of the contract on the part of Contractor and FSDB. All in accordance with PUR 1000, article 31: Dispute Resolution.

SECTION 2 – PERFORMANCE OF THE SERVICES

Article 2.01. 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 2.02. 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 2.03. 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.
- (4) FSDB shall monitor performance and conduct performance evaluations as determined by FSDB.

Article 2.04. Codes of Conduct

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

Article 2.05. Confidentiality

- (1) The Parties acknowledge the likely disclosure to each other, during the term of this Contract, of Confidential Information. Each Party agrees not to use such Confidential Information other than in furtherance of this Contract, nor to disclose such information to any person or entity without the prior written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party, however such information may be subject to public disclosure per [§119](#), FS;
- (2) The Contractor acknowledges its responsibility under [Title 34](#), CFR; 20 United States Code, [1232g](#); [§1002.22](#), FS; 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 FSDB and will not engage in such activities when students of FSDB are attending off-campus events as invited guests.

Article 2.06. Subcontracting

- (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. Approved sub-contractors shall comply with all contract terms and conditions.
- (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 coordination 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 subcontracting and any procurement of services or goods financed by FSDB under this Contract shall observe the principles of sound financial management, ensuring transparency, competitive, equitable and unbiased selection, efficiency, high quality and economy.

Article 2.07. 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 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 2.08. 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 or correctness of the declarations and information contained therein.

Article 2.09. Ownership of Copyright

- (1) Drawings and Specifications as instruments of service are and shall remain the property of the Architect/Engineer whether the Project for which they are prepared is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used on other projects, for addition to this Project, or for completion of this Project by others provided the Architect/Engineer is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect/Engineer.
- (2) With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, [17 USC](#). §102-105, such work shall be a "work for hire" as defined in [17 USC](#). §101 and all copyrights subsisting in such work for hire shall be owned exclusively by FSDB.

The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor to create a Deliverable but which exists as work independent of the Deliverable.

Article 2.10. 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](#), FS.
- (2) Pursuant to [§215.985\(14\)\(d\)](#), FS, 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 2.11. 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 2.12. Financial Consequences for Failure to Perform

- (1) The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. As required by the Florida Statute section 287.058 (1)(h), if the Contractor fails to meet and comply with or make appropriate progress on the activities/deliverables established in the AGREEMENT to the satisfaction of the FSDB Contract Manager, FSDB shall impose financial consequences to the Contractor.
- (2) All efforts will be made by the FSDB Contract Manager to make resolution with the Contractor prior to the imposition of financial consequences. Contractor will be notified in writing of the unsatisfactory performance. Contractor shall provide FSDB with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels. Corrective action plan is to be completed within two (2) weeks of FSDB notification to the Contractor.
- (3) Failure of the Contractor to perform the services as outlined in this AGREEMENT to the satisfaction of the FSDB Contract Manager after non-performance notification, will result in withholding payment for any uncompleted work
- (4) FSDB agrees to submit to the state's Chief Financial Officer any of the Contractor's invoices, statements or vouchers for work completed, inspected, and accepted prior to the time of non- performance with any lump sum prorated for un-received or unaccepted work and with a deduction for any damages incurred by FSDB as a result of Contractor's failure to perform.

Article 2.13. Liquidated Damages

- (1) The Contractor will promptly notify FSDB upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform FSDB of the steps the Contractor is taking or will take to do so, and the projected actual

completion (or delivery) time. If the Contractor believes a delay in performance by FSDB has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify FSDB and use commercially reasonable efforts to perform its obligations on time notwithstanding FSDB's delay. FSDB shall not be responsible for any additional payments for labor, overtime or other caused by Contractor's delay.

- (2) The Contractor acknowledges that failure to achieve substantial completion by (specified date) will damage FSDB, but by their nature such damages are difficult to ascertain. Accordingly, liquidated damages provisions will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages. **Liquidated damages to be applied of TBD for each day of delay, to be imposed starting at day 16 beyond the substantial completion date of the project.**

Article 2.14. Coordination of Work

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

Article 2.15. Minimum Levels of Service and Criteria for Completion of Agreement

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

SECTION 3 – FINANCIAL PROVISIONS

Article 3.01. Invoices & Payments

- (1) Contractor shall deliver to FSDB within (5) days after the month-end, a completion of work statement in detail sufficient for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, the dates and times that the work was performed, and the total amount charged.
- (2) Contractor shall deliver to FSDB a detailed invoice which must conform to the requirements of the [Reference Guide for State Expenditures](#) and Rule [691-40](#), F.A.C. and be in sufficient detail for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, itemized per deliverable category, the dates and times that the work was performed on campus from start date to completion date, and the total amount charged. Invoices must be sent electronically to: fsdbap@fsdbk12.org.
- (3) Submitted invoices shall include required supporting documentation to include, **IF APPLICABLE PER DELIVERABLE CATEGORY: Labor:** a time sheet or service ticket/work order showing time arrived on campus to the time exited campus and a description of work performed. Travel to and from campus is not allowed, unless specifically stated (see Section 3.06 herein). **Parts/Materials:** Cost documentation is an invoice or receipt from the payment by the Contractor for the parts/materials. If materials are lumped into one line, there must be an accompanying 'billing sheet' where all materials/parts are itemized. Items that are not consumable per the job are not allowable. **Progress Payments:** an application for a progress payment must include itemized details per deliverable category.
- (4) The Contractor acknowledges that all services must be verified and accepted in writing by FSDB's Contract Manager during the times specified herein, time being of the essence in performance of this Agreement.
- (5) Amounts due to the Contractor pursuant to this Agreement shall become payable upon receipt of the required documents from the Contractor and verification and written acceptance of the work performed by FSDB's Contract Manager. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to FSDB.
- (6) Payments to the Contractor shall be issued in accordance with the Prompt Payment provisions of [§215.422](#), FS.
- (7) In accordance with [§287.0582](#), FS, if the term of the Contract extends for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

Article 3.02. Payments Withheld

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

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

Article 3.03. Correction of Work Before Final Payments Contractor shall promptly make corrections to work returned by FSDB's Project Manager as failing to conform to the contract, without expense to FSDB.

Article 3.04. Liens

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

Article 3.05. Taxes, General and Contingency

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

Article 3.06. Travel Reimbursement

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

Article 3.07. Return of Unspent Funds

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

Article 3.08. Record-keeping and Accounts

- (1) In accordance with [§ 20.055\(5\)](#), F.S. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and sub-contractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Chapter 20, F.S. Execution of this contract indicates the signing corporation, partnership, or person understands and will comply with these requirements.
- (2) The Contractor shall keep accurate and systematic accounts and records in respect of the performance of the Services hereunder, in accordance with Generally Accepted Accounting Principles in the United States of America and in such form and detail as will clearly identify all income and expenditure and relevant time changes.
- (3) Unless otherwise required by FSDB's auditors and notified in advance to the Contractor, all financial and accounting records in relation to the performance of the Services under the Contract, including original payment documents, shall be kept for at least five years after the end of the Services and shall be made available to FSDB upon request.
- (4) The Contractor agrees to permit FSDB, its auditors or its designated representatives to inspect its accounts, records or any other relevant financial information concerning the Services, for a period of up to five years as from the end of the Services.



FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

ATTACHMENT C
GENERAL TERMS & CONDITIONS FOR CONSTRUCTION
(Revised January 2023)

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SECTION 5 – CONSTRUCTION

Article 5.1. Definitions

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

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

Article 5.2. Subcontracting

- (1) Contractor may sub-contract labor and materials in accordance with the AGREEMENT, Section 3 (G), General Conditions for Contracts, Article 2.06 and the following:
- (a) Contractor shall, as soon as practicable after signing the contract, notify the Project Manager in writing of the names of sub-contractors proposed for the work and shall not employ sub-contractor's unless they are approved in writing by FSDB.
 - (b) Contractor agrees that he is as fully responsible to FSDB for the acts and omissions of his sub-contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by them.
 - (c) Nothing contained in the AGREEMENT shall create any contractual relation between any sub-contractors and FSDB.
 - (d) Contractor shall prepare invitations for bids, or requests for proposal when applicable, for all procurements of long lead items, materials and services, and for Sub-contractor contracts. Such invitations for bids shall be prepared in accordance with the following guidelines:
 1. Contracts-up to \$35,000 may be entered into by the Contractor with the firm which submits the lowest written quotation. The Contractor shall obtain a minimum of two (2) written quotations. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided to FSDB.
 2. Contracts exceeding \$35,000 but not exceeding \$200,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall request at least three (3) firms to submit sealed written proposals based on a written drawings and/or specification. The written proposals shall all be opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.
 3. Contracts exceeding \$200,000 but not exceeding \$500,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall advertise these projects at least once with the last advertisement appearing at least 21 calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.
 4. Contracts exceeding \$500,000 shall be treated the same as described under 3 above except that the advertisement shall be run for at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference.
 - (e) Individual purchases of materials or rentals or leases of equipment amounting to less than \$2,500.00 each may be made with 1 bid or quote. However, the Contractor shall not divide or separate procurement in order to avoid the requirements set forth above.

Article 5.3. Coordination of Work

- (1) Wherever work being done by FSDB forces or by the other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.
- (2) Contractor shall arrange his work so as not to interfere with the operations of other contractors employed by FSDB and engaged upon adjacent work and to join his work to that 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 5.4. Notice to Proceed

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

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

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

Article 5.5. Time of Completion and Liquidated Damages

- 1) FSDB is entitled to completion of the project within the time fixed above or within such further time, if any, as may be allowed in accordance with the provisions of the contract. In the event of termination of the contract by FSDB for cause prior to completion, the Contractor shall be liable to FSDB for

the expenses for additional managerial and administrative services.

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

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

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

Article 5.6. Contractor's Understanding

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

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

Article 5.7. Contractor's Materials, Appliance & Employees

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

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

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

Article 5.8. Conflicting Employment

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

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

Article 5.9. Protection and Restoration of Work & Property

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

Article 5.10. Inspection of Work

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

Article 5.11. Supervision

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

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

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

Article 5.13. Contract Amendments

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

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

- (a) By estimate and acceptance in a lump sum. By unit prices named in the contract or subsequently agreed upon. By costs and percentage or by cost and a fixed fee.
- (b) If none of the above methods is agreed upon, CONTRACTOR shall proceed with the work and shall keep and present in such form as the Project Manager may direct a correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount, including reasonable allowances for overhead and profit, due CONTRACTOR. Pending final determination of value, payments on account of contract amendments will be made on the Project Manager's estimate.

Article 5.14. Emergency Changes

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

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

During the course of the Contractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents, and/or the nature and extent of the work as specified and described in the Bidding Documents. The occurrence of such events may cause the Contractor to incur greater or less cost and expense to perform the work required to complete the subject Project than planned to be incurred in the Contractor's successful bid, in which event the Contractor or FSDB shall respectively be entitled to either an increase or decrease in the AGREEMENT Sum, whichever is the Case, to the extent such greater or less cost and expense results, and in which event the party entitled to the Benefit of any such adjustment to the Contract Sum shall, within twenty-one (21) calendar days from the First occurrence of such event(s), present written demand therefore on the other party through FSDB. Should the Contractor and Owner be unable to settle and dispose of such demand within thirty- (30) calendar Days from the date any such claim is presented, upon terms and conditions mutually agreeable to the Contractor, then such demand shall be referred to FSDB for determination, which determination shall be final and binding upon the Contractor, unless appealed in accordance with applicable provisions of the AGREEMENT, and if FSDB, upon considering any such demand, determines that the Contract Sum should be increased or decreased, FSDB's determination of the amount of any such increase or Decrease in the AGREEMENT Sum shall be governed and controlled by strict adherence to the following described Guidelines and limitations, and neither the Contractor nor FSDB shall be entitled to receive any monetary Consideration beyond that which is authorized herein below.

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

- 1) Labor costs shall be inclusive of all direct job site cost for estimation, laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.
- 2) All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax.
- 3) Overhead and profit shall be inclusive of all project management, project administration, superintendence, project coordination, project scheduling and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit shall be determined as follows:
 - a) Overhead and profit shall be calculated at the rate TBD percent of the Contractor's labor, material, equipment and equipment rental costs, incurred or spared as measured under the preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of the Contractor.
 - b) Overhead and profit shall be calculated at the rate of TBD percent of the Contractor's sub-contractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus TBD percent of all such costs, as overhead and profit to the Contractor's sub-contractors, for all changes in the work performed by the officers, employees or subsidiaries of the Contractor's sub-contractors.
 - c) The Design Builder will not be due any change in overhead and profit on increases or decreases in the GMP that do not exceed a cumulative total of two percent (2%) of the GMP amount. Should the GMP be increased or decreased by more than 2%, the Design Builder's fee shall be TBD percent. Deductive Change Orders related to the Owner's Direct Purchase program are excluded from this cumulative calculation.
- 4) The Contract Time shall be extended if the Contractor is delayed at any time in the commencement or progress of the Work by a negligent act of the Owner or of an employee of the Owner, or of a separate third-party contractor employed by the Owner; or by changes ordered in the Work; or by any event covered under the builders risk "all-risk" policy; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration.

Article 5.16. Payments to Contractor

CONTRACTOR acknowledges that FSDB will occupy and use the project upon substantial completion, and that all or a portion of the funding for this project may have been appropriated by the State Legislature or furnished by Federal Grant to FSDB and that payment to the Contractor may be made by FSDB based

on approval of each payment by FSDB. FSDB will at intervals, pay or cause to be paid to the CONTRACTOR as follows:

- (a) Prompt Payment Clause – FSDB has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty established pursuant to §55.03, Florida Statutes will be due and payable, in addition to the invoice amount, to the vendor. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FSDB. A Vendor Ombudsman within the Department of Financial Services has the responsibility to act as advocate for vendors experiencing problems in obtaining timely payments. The Vendor Ombudsman may be contacted at (850)413-5516.
- (b) Neither FSDB nor the Architect/Engineer shall have any obligation to pay or to see to the payment of any monies to any Sub-contractor except as may otherwise be required by law.
- (c) For contracts \$50,000 and above, the CONTRACTOR's Application for Final Payment shall be accompanied by a Certificate of Contract Completion form to be provided as needed.

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

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

(1) Progress Payments Against Contract Sum

Based upon Application for Payment submitted to the Architect/Engineer by the Contractor and Certificates of Payment issued by the Architect/Engineer and accepted by FSDB, FSDB shall make progress payments to the CONTRACTOR against the account of the Contract Sum in accordance with the following:

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

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

- (a) a properly completed and notarized Application for Progress Payment on FSDB issued form.
- (b) a Schedule of Contract Values.

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

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

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

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

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

Article 5.19. Deductions/Non-Payment for Contractor Inefficiencies

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

Article 5.20. FSDB's Right to Do Work

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

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

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

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

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

CONTRACTOR actions resulting in contract termination are as follows:

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

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

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

Article 5.22. FSDB's Right to Stop Work

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

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

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

Article 5.24. Removal of Equipment

In the case of termination of this contract before completion, from any cause whatsoever, CONTRACTOR, if notified to do so by FSDB shall promptly remove any part or all of his equipment and supplies from any property interest of FSDB, failing which, FSDB will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

Article 5.25. Assignment

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

Article 5.26. Rights of Various Interests

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

Article 5.27. Separate Contracts

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

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

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

Article 5.28. Project Manager's Status

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

Article 5.29. Project Manager's Decisions

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

Article 5.30. Safety

In performing the contract, CONTRACTOR shall provide and maintain sufficient protection for the lives and health of employees and other persons preventing of damage to property, materials and equipment. To this end, CONTRACTOR shall comply with all applicable state, federal and local governmental safety laws, rules, regulations and building codes. CONTRACTOR shall make certain that only authorized personnel are allowed on the worksite and shall post notices warning both employees and members of the public of all safety hazards.

Construction signs shall be furnished, erected, maintained, moved and removed as required and as directed to adequately and safely inform and direct the traveling public. Signs and markers shall indicate actual conditions.

Article 5.31. Acceptance of Finished Work

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

Article 5.32. Warranty

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

Article 5.33. Exclusion of Owner from Liability

(1) Notwithstanding any other provision of the AGREEMENT, should the Contractor sustain loss or be damaged by act or omission of a third-party contractor, FSDB shall not be liable for any such loss or damage and the Contractor shall not be entitled to obtain any monetary relief from FSDB to compensate for any such loss or damage, but shall be limited to such recovery as is otherwise available at law from persons and or entities other than FSDB. This exception does not apply to non-delegable duty of FSDB. FSDB shall cause any third-party contractor who may have a contract with FSDB to perform construction or installation work in the areas where Work will be performed by Contractor under this Agreement, to agree to (1) indemnify the Owner and Contractor and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor's operations and (2) name the Owner and Contractor as additional insured parties on the third-party contractor's insurance for the project."

(2) Approval of parts of the work performed shall not prevent FSDB from claiming damages, unless the approval of such parts explicitly so states.

(3) Indemnification will be limited to the ceiling amount of this Contract. This limit does not, however, apply when the Contractor is guilty of having caused damage willfully or through gross negligence.

(4) The Contractor retains full responsibility for any third-party liability that might arise due to the Contractor's negligent activities, acts, or omissions under the

Contract, and for its Personnel and property during the performance of the Services or as a consequence thereof. FSDB shall have no responsibility with regard to any liability which may arise in relation to this Contract and will therefore accept no claim for compensation or increasing in payment in connection to such damage or injury.

Article 5.34. Insurance

The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by FSDB, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Resident Agent.

Worker's Compensation Insurance

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

Contractor's Public Liability and Property Damage Insurance

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

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

Sub-contractor's Public Liability and Property Damage Insurance

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

"XCU" (Explosion, Collapse, Underground Damage)

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

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

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

Contractual Liability-Work Contracts

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

Indemnification Rider

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

Builder's Risk Coverage

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

Asbestos-Abatement Contractors Liability Insurance Pollution Endorsement

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

Loss Deductible Clause

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

Article 5.35. Waiver of Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. Without limitation, examples of damages subject to this mutual waiver include: 1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and 2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work and due otherwise under this AGREEMENT. Notwithstanding the foregoing, the Contractor may be entitled to an equitable adjustment in its fee and general conditions in the event of delays beyond Contractor's control as more specifically defined in Article 5.15. This mutual waiver is applicable without limitation, to all consequential damages due to either party's termination in accordance with Articles 5.21 and 5.23. Nothing contained in this Article 5.35 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this AGREEMENT.

**State of Florida
PUR 1000
General Contract Conditions**

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

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

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

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

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

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

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

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

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

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

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

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

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

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

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

APPENDIX F: Proposal Form

Florida School for the Deaf and the Blind
Purchasing Department – Purchasing Analyst
207 San Marco Avenue
St. Augustine, FL 32084

Submitted by (Company Name):

☐ Decline to Bid

Project Name: Plumbing, Mechanical, HVAC, and Refrigeration Services RFP-23-089

To Whom It May Concern:

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

Description	Initial Term (Year 1)		Renewal Term 1		Renewal Term 2		Renewal Term 3	
	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate
HVAC Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Plumbing Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Refrigeration Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Mechanical Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Equipment Rental Fees	Rental Cost +20%		Rental Cost +20%		Rental Cost +20%		Rental Cost +20%	
Truck Fee	\$15 per journeyman hour		\$15 per journeyman hour		\$15 per journeyman hour		\$15 per journeyman hour	
Materials Mark-up (%)	20%		20%		20%		20%	
Sub-contractor Mark-up (%)	20%		20%		20%		20%	

In consideration of the Agreement by the "Owner," the Bidder has agreed and does hereby agree, (1) that the attached proposal shall remain in full force and effect for a period of sixty (60) days after the time of the opening of this proposal, and that the "Bidder" will not revoke nor cancel this proposal or withdraw from the competition within said sixty (60) day period, (2) that in the event the contract is awarded to this "Bidder," he/she will within 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 2nd day of June, 2023.

BY: Tom Smith - President

(name of authorized principal)

(Signature of principal in firm)

W.W. Gay Mechanical Contractor, Inc.

(firm name)

Mechanical - CMC1250830

Plumbing - CFC1430605

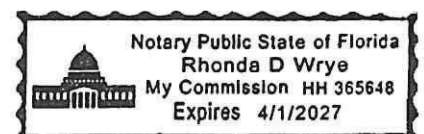
(Contractor's Florida Department of Business and Professional Regulations license number)

State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, Tom Smith - President who after being sworn by me, affixed his/her signature in the space provided above on this 2nd day of June, 2023.

Rhonda D. Wrye
(Notary Public)

My commission expires: April 1, 2027





Florida School for the Deaf & the Blind

Do More. Be More. Achieve More.

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

207 SAN MARCO AVENUE
ST. AUGUSTINE, FL 32084
PHONE (904) 827-2356

WWW.FSDBK12.ORG

REQUEST FOR PROPOSALS (RFP)

Competitive Solicitation, Request for Proposals [(§287.012(17), F.S.), (§287.057(1)(b), F.S.)]

Plumbing, Mechanical, HVAC, & Refrigeration Services
RFP-23-089

Commodity Code #:

70142011	Cooling or refrigeration services
72101510	Plumbing system maintenance or repair
72151100	Plumbing construction services
72151201	HVAC mechanical construction service
72151205	HVAC refrigeration construction service
72151207	Heating and cooling and air conditioning HVAC installation and maintenance service

April 13, 2023

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SECTION 1 – INTRODUCTION

1.1 Introduction to the Procurement

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

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

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

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

The RFP is used when the agency determines that an ITB is not practicable, including when the agency is seeking competitive offers for proposed commodities or contractual services to evaluate who best meets certain specifications and qualifications of the solicitation. Under an RFP the agency is not required to award the contract to the lowest bidder, but instead it may be awarded to the responsive vendor whose proposal is determined to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the request for proposals (§287.057(b)(4)).

FSDB is promulgating this solicitation for the specified services to result in a Contractual Agreement and intends to adhere to all applicable laws, rules, and regulations to ensure an open and fair process. Specifically,

- In accordance with (IAW) §287.057(1), F.S., FSDB utilizes the Competitive Solicitation process for the competitive procurement of commodities and services with a cost in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO;
- IAW §255, F.S., FSDB utilizes the Competitive Solicitation process for the competitive procurement of services for any construction project that is projected to cost in excess of the threshold amount provided in §60D-5.002, Florida Administrative Code (F.A.C.) for CATEGORY FOUR;
- IAW §287.055(4), F.S. (Consultants' Competitive Negotiation Act), FSDB utilizes the Competitive Solicitation process for the competitive procurement of professional consultant services as specified therein.

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

1.2 Statement of Purpose

This Competitive Solicitation is being issued by FSDB to obtain competitive responses from qualified firms (hereinafter referred to as Respondents or Vendors), consistent with the requirements outlined in this solicitation, to engage one or more licensed contractors to provide plumbing, mechanical, HVAC, & refrigeration services on an as-needed basis. The respondent shall provide the services directly or through a subcontractor, as more fully set forth in Section 3 of this RFP. The firm(s) selected under an annual contract will be responsible for maintenance and repair services and assigned projects having estimated costs not exceeding the threshold amount of \$200,000 per project and \$750,000 per annum.

1.3 Contact Person: Procurement Manager & Procurement Officer

This solicitation is issued by the State of Florida, Florida School for the Deaf and the Blind. The sole contact point for all communication regarding

this solicitation is the Procurement Officer, then the Procurement Manager:

1. Leigh Gillette, Purchasing Analyst & Procurement Officer, 904-827-2364, gillette@fsdbk12.org
2. Kim Whitwam, Director of Purchasing & Procurement Manager, 904-827-2356, whitwamk@fsdbk12.org

Mailing Address:

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

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

1.4 Small, Minority, and Florida Certified Veterans Business Participation

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

1.5 Special Accommodations

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

1.6 Definitions

The definitions found in §287, Florida Statute (F.S.); §255, Florida Statute; and §60A-1.001, Florida Administrative Code (F.A.C.) shall apply to this solicitation. Additional terms are also defined in Appendix A, General Terms & Conditions and relevant applicable statutes. The following additional terms are also defined:

- (1) **AGENCY:** The entity that has released the solicitation. The "AGENCY" may also be "FSDB".
- (2) **BID POSTING:** The official posting and tabulation of all bids received and opened duly presented in response to the bid.
- (3) **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)
- (4) **BIDDER or OFFEROR or RESPONDENT:** Any person or entity who submits a response or bid for the project described in the bid documents.
- (5) **COMPENSATION:** means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.
- (6) **COMPETITIVE SELECTION:** A competitive selection is made as a result of a Competitive Solicitation.
- (7) **COMPETITIVE SOLICITATION:** means the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement as defined by §287.012(6), Florida Statute.
- (8) **CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA):** Refers to §287.055, Florida Statute for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services.
- (9) **CONTRACTUAL SERVICE:** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. The term does not include a contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of a building, utility, park, parking lot, or structure or other improvement of real property entered into pursuant to chapter 255 and rules adopted thereunder.
- (10) **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.
- (11) **INVITATION TO BID (ITB):** means a written or electronically posted solicitation for competitive sealed bids as defined by §287.012(16), Florida Statute and authorized by §287.057(1)(a), Florida Statute.

- (12) **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), Florida Statute and authorized by §287.057(1)(c), Florida Statute.
- (13) **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.
- (14) **PROCUREMENT OFFICER:** means the contracting personnel identified in the Introductory Materials.
- (15) **REQUEST FOR PROPOSALS (RFP):** means a written or electronically posted solicitation for competitive sealed proposals as defined by §287.012(23), Florida Statute and authorized by §287.057(1)(b), Florida Statute.
- (16) **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), Florida Statute and authorized by §287.056(2), Florida Statute.
- (17) **RESPONDENT:** means the entity that submits materials to FSDB in accordance with these Instructions.
- (18) **RESPONSE:** means the material submitted by the respondent in answering the solicitation.
- (19) **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.
- (20) **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.
- (21) **RESPONSIVE VENDOR:** means a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- (22) **TIMELINE:** means the list of critical dates and actions included in the Introductory Materials.

SECTION 2 – PROCESS

2.1 General Overview of the Process

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

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the solicitation

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

VIP website located at: [MyFloridaMarket Place Vendor Information Portal](#). In order to find postings:

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

FSDB's Solicitation website located at: <http://www.fsdbk12.org/purchasing>. In order to find postings:

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

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

2.2.2 Public Records

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

2.3 Protests and Disputes

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

2.3.1 Standing to Protest

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

2.3.2 Protest Stays the Bid Process

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

2.3.3 Time Limits for Filing Protests

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

2.3.4 Protests of Terms, Conditions and Specifications

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

2.3.5 Protests of Decision or Intended Decision

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

2.3.6 Protest Bond Requirement

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

2.3.7 Filing a Protest

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

2.4 Limitations on Contacting FSDB Personnel and Others

2.4.1 General Limitation

Prospective Vendors or persons acting on their behalf **may not contact**, between the release of this solicitation and the end of the

72-hour period (Saturdays, Sundays and state holidays excluded), following FSDB's posting of the notice of intended award, **FSDB personnel or any employee or officer of the executive or legislative branch** concerning any aspect of this solicitation, **except in writing to the contact person identified herein** or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective Vendor, or an existing or prospective subcontractor to a prospective Vendor is assumed to be on behalf of a prospective Vendor unless otherwise shown. As part of a response to an FSDB request for additional or clarifying information pursuant to matters regarding potential conflicts of interest, or inspection, or an FSDB investigation, Vendor representatives may communicate directly with other FSDB personnel or consultants identified by the Procurement Manager or Procurement Officer for such purposes. **Violation of the provisions of this section may be grounds for rejecting a reply, if determined by FSDB to be material in nature.**

2.5 Schedule of Events and Deadlines

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

Schedule of Events and Deadlines: Plumbing, Mechanical, HVAC, & Refrigeration Services				
ACTIVITY	DATE	TIME (EASTERN)	ADDRESS	SECTION REFERENCE
Solicitation Promulgated (Advertisement)	4/13/2023		https://vendor.myfloridamarketplace.com/	2.2.1 & PUR 1001 section 14, 60D-13.006 F.A.C. & FS 255.0525
Advertisement Period Close	5/25/2023			
Question (Procedural) Submission Deadline	5/25/2023	10:00AM	gilletter@fsdbk12.org	2.7
Answers (Procedural) Issued as Addendum	5/26/2023		http://www.fsdbk12.org/purchasing	2.7
Proposal Submission Deadline	6/2/2023	1:45PM	207 San Marco Ave. Attn: Purchasing, St. Augustine, FL 32084	2.8.1
Proposal Opening & Review*	6/2/2023	2:00PM	207 San Marco Ave. St. Augustine, FL 32084	2.20
Committee Review*	6/2/2023			
Invitation to Interview/Present	6/5/2023		http://www.fsdbk12.org/purchasing	
Interview/Presentation in Person*	6/19/2023	TBA	207 San Marco Ave. Attn: Purchasing, St. Augustine, FL 32084	2.9
Committee Review*	6/20/2023			2.2.1; 5.3.4
Results Notification**	6/20/2023			2.2.1; 5.3.4
Intent to Award Advertisement Open	6/20/2023		https://vendor.myfloridamarketplace.com/	2.2.1; 5.3.4
Intent to Award Advertisement Close	6/23/2023			
Agreement Draft, Review, Execution/Contract Term Begins***	7/1/2023			

* **Committee Attendance Required**; ** Committee must remain available until results are published; ***Or date of execution, whichever is later

2.6 Mandatory Pre-Response Meeting

This Solicitation does not require a Mandatory Pre-Response Meeting.

2.7 Written Questions

Prospective Vendor questions will only be accepted if submitted in writing to the Procurement Officer via electronic mail, U.S. Mail, or other

delivery service, and received on or before the date and time specified in the **Schedule of Events and Deadlines**. **No questions will be accepted by facsimile or telephone or after the specified deadline.**

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

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

2.8 Receipt of Replies

2.8.1 Reply Deadline

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

2.8.2 Binding Replies

By submitting a reply, each Vendor agrees that its reply shall remain a valid offer for at least 90 days after the reply opening date and that, in the event the contract award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest. Any response that expresses a shorter duration may, in FSDB's sole discretion, be accepted or rejected.

2.8.3 Bid Bond Not Required

A bid bond or equivalent security is **not** required in order to submit a reply to this solicitation.

2.8.4 Payment and Performance Bond Is Not Required

A payment and performance bond is **not** required for this contract and submission of evidence of the Vendor's ability to do so is **not** required in order to submit a reply to this solicitation. The selected Vendor is **not** required to submit a payment and performance bond, irrevocable letter of credit or cashier's check prior to contract execution.

2.8.5 Changes to Replies After Submission Prohibited

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

2.8.6 Receipt Statement

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

2.9 Oral Presentations as Part of Evaluation

FSDB reserves the right to schedule oral presentations by prospective Vendors submitting replies as part of the evaluation process. FSDB will record all oral presentations. **Oral presentations by Vendors are not open to the public pursuant to the exemption provided by §286.0113, F.S. There WILL BE oral presentations as part of this solicitation.**

2.10 Request to Withdraw Reply

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

2.11 Cost of Preparation of Reply

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

2.12 Terms and Conditions

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

2.13 Conflict of Interest

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

2.14 Convicted Vendors

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

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

2.15 Discriminatory Vendors

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

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

2.16 Respondent's Representation and Authorization

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

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

for cause or default.

- The product offered by the respondent will conform to the specifications without exception;
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions;
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with FSDB;
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response;
- The respondent shall indemnify, defend, and hold harmless FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its response;
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the response. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

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

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

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

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

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

2.18 Performance Qualifications

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

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

2.19 Public Opening & Postponements

Responses shall be opened on the date and time as specified in the **Schedule of Events and Deadlines**. Respondents may attend but are not required to attend. FSDB may choose not to announce prices or release other materials pursuant to §119.071(1)(b), F.S. A scheduled opening will be considered postponed when an emergency or unanticipated events that interrupt normal governmental processes so that the conduct of bid opening as scheduled is impractical. In such cases, an announcement of the rescheduled opening shall be publicly posted on the first workday on which normal Government processes resume. Any person 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).

2.20 Notifications and Advertisements

Notification and advertisement is conducted pursuant to §255.0525, F.S., shall include the FSDB Solicitations website and may include but not be limited to: the Florida Administrative Register, local St. Augustine newspaper, the Vendor Information Portal (VIP), and additional notifications and advertisements at the discretion of FSDB or as required by law. FSDB shall electronically post notices and awards on the date(s) indicated on the Timeline, or before. If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the delay and a revised date for posting the notice of intended award. FSDB shall not provide tabulations or notices of award by telephone. **Respondents are responsible for checking the FSDB Solicitations webpage for updated information.**

2.21 Firm Response

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

2.22 Contract Formation

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

2.23 Contract Overlap

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

2.24 Truth-In-Negotiation

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

2.25 No Discrimination

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

2.26 FSDB's Reserved Rights

2.26.1 Withdrawal of solicitation

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

2.26.2 Rejection of All Replies

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

2.26.3 Right to Inspect, Investigate, and Rely on Information

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

2.26.4 Clarifications/ Revisions

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

2.26.5 Minor Irregularities, Material Variance, and Right to Reject

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

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

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

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

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

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

2.26.6 Reserved Rights After Notice of Award

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

2.26.7 Right to Solicit Best and Final Offers (BAFO)

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

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

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

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

The objectives of BAFO are to:

- Increase understanding by Bidders/Proposers of FSDB's requirements;
- Enhance competition amongst Bidders/Proposers who have made a Bid/Proposal submission;
- Create competitive tension amongst highly motivated Bidders/Proposers, which means the procurement process can be concluded quicker as Bidders/Proposers may be more willing to accept a higher risk profile to win the contract;
- Encourage creative or innovative solutions and allowing for different options for delivery to be considered;

- Expose potential risks such as technical shortfalls or depth of competencies;
- Develop contract management objectives and performance metrics to address inherent areas of risk; and
- To allow Bidders/Proposers to adjust their Bids/Proposals for new market conditions and to update their submissions around the edges for new technologies and practices.

2.26.7.1 Procedures for the use of the BAFO process.

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

2.26.7.1 Content and structure of best and final offers

- A. Best and final offers must contain specific information on what is being requested. Enhanced core components of the solicitation may be solicited; however, the integrity of the scope of the original solicitation must be maintained. Proposers may be asked to provide additional clarification to specific sections of their response, and to rework their proposal content or cost proposal.
- B. Best and final offers must include submission requirements with time lines.
- C. Best and final offers must contain information on how the offers will be evaluated and the process that will be used to determine the successful proposer(s). The evaluation committee will evaluate the submissions of BAFOs and rescore the original response based entirely on the content of the BAFO submission.
- D. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.
- E. The best and final offer may not identify either the current rank of any of the proposers or the lowest costs currently proposed.
- F. Proposer(s) may be requested to make an oral presentation regarding their BAFO. The evaluation committee will have full discretion to accept or reject any information submitted in a BAFO.
- G. The purchasing lead may elect to issue a best and final offer for cost only to the proposer(s) selected for award by the evaluation committee.

2.26.7.1 Scoring of BAFOs

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

2.27.8 Other Reserved Rights

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

SECTION 3 – SPECIFICATIONS

3.1 Funding Limits

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

3.2 Vendor Registration in MyFloridaMarketPlace

In order to be paid, each Vendor doing business with the state must register in the MyFloridaMarketPlace (MFMP) system and pay the required transaction fees, unless exempted under [Rule 60A-1.031\(3\)](#), F.A.C. If the Vendor is already registered in MFMP prior to submitting a reply, the Vendor may include a signed Certificate of Registration. Vendors who are not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply, however, proof of registration or exemption must be provided prior to execution of a contract, if any.

3.3 Minimum Specifications

3.3.1 Overview

Professional services for minor projects and as-needed maintenance and repairs are required in the disciplines of plumbing, mechanical, HVAC, and refrigeration. Knowledge and experience working on a variety of mechanical, plumbing, or HVAC systems is required.

CONTRACTOR and FSDB shall enter into a single integrated Master Agreement resulting from this solicitation. Activations will only be required for non-urgent repairs and maintenance. Urgent or emergent "Ad-Hoc" work shall be authorized by FSDB Contract/Project Manager or authorized representative in their absence. Minor projects are specific planned projects that have a basic budget estimated to be \$200,000.00 or less per project. The Master Agreement resulting from this solicitation shall include ad-hoc urgent/emergent maintenance and repairs, the individual Activation(s), and any related Change Order Amendments.

Ad-hoc urgent/emergent maintenance and repair services can be approved verbally prior to work beginning. Activations are not required. Ad-hoc urgent maintenance and repairs shall be billed at the time and materials rates included in the cost proposal. Minor planned projects shall be executed using a contract ACTIVATION and depending upon the project can be billed at time and materials rates or lump sum rates for the entire project.

As maintenance projects develop within FSDB, the Contract/Project Manager will prepare a written scope (which may include specifications and/or drawings, as applicable) of work on each project inclusive of time frame/schedule. The contractor(s) will provide FSDB a price proposal to complete the project work which may include the following:

- Total costs for self-performed work with a breakdown of the total labor cost;
- Approved material costs if provided by Contractor;
- Subcontractor cost with quoted mark-up percentage, if applicable;
- Total project cost as a lump sum price;
- Subcontractor name and Minority Business Enterprises status, if applicable;
- The time frame or date by which this work can be done; and
- The name of the Foreman or Field Superintendent.

The quotation will form the basis of an ACTIVATION which shall act to authorize the work and shall contain the written scope, work schedule, and remuneration. Each ACTIVATION issued by FSDB under the Contract shall further specify work to be performed ("Scope of Work"), the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price") and shall be approved by the FSDB Executive Director of Safety and Facilities Operations and authorized by the FSDB Administrator of Business Services.

On some work FSDB shall supply the contractor with all supplies or materials needed to complete the requested work. In other cases, the Contractor may be required to provide supplies or materials for specific work. In all cases, materials shall be specified by the Contractor and agreed to by FSDB. The Contractor shall furnish all necessary personal protective equipment (PPE), safety items and materials, tools, shop equipment and fabricating items customary to the trade, and all other moveable equipment necessary to completing the work performed under this contract. The furnishing of tools shall include all maintenance, loss, and breakage. Any equipment rental must be approved by FSDB prior to its use. Furnished materials not used in completing the requested work shall be returned to FSDB. All communications on specific maintenance projects are to be directed to assigned Contract/Project Manager listed on the work order. All work performed under this Contract shall be in compliance with all applicable State, County, and Local codes, standards, and regulations.

For each ACTIVATION, the Contractor will perform the work set forth in each Activation to include: furnishing of any required Surety Bonds and insurance; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances,

facilities, tools, transportation, storage, power, permits, and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the work specified in the ACTIVATION.

At any time and for any reason, FSDB may submit to Contractor proposed changes or additions to and/or deletions from the Work covered by any ACTIVATION, and no such changes, additions or deletions shall become effective or paid for by FSDB unless via a Change Order authorized by FSDB in advance and in writing.

The contractor shall provide after hours and emergency services as needed by FSDB. In so doing the contractor shall provide FSDB a contact name and number for after hours or emergency service calls.

3.3.2 The Work

3.3.2.1 The Contractor shall commence the work for each project upon receipt of a fully executed ACTIVATION issued by the FSDB Contract/Project Manager and shall reach Substantial and Final Completion of all Work as specified by the ACTIVATION, time being of the essence. Contractor shall furnish all materials, labor, supplies, tools, equipment, facilities, services and transportation necessary to perform the Work. All personnel furnished by Contractor shall be duly qualified and experienced in their respective capacities. All tools and equipment provided by Contractor shall be repaired and maintained by Contractor at its cost. Contractor shall examine all equipment, machinery, tools, or other items furnished by FSDB that are employed in the Work or that would reasonably come to Contractor's attention during the course of the Work performed hereunder. If apparent defects are found therein sufficient to make the use of such items unsuitable or unsafe, Contractor shall immediately notify FSDB. All FSDB tools and equipment provided by FSDB shall be repaired and maintained by Contractor at its cost.

3.3.2.2 Must be able to provide service 24 hours per day, 365 days per year with a maximum emergency response time of 60 minutes.

3.3.2.3 Contractor shall not encumber the Site: Contractor shall confine its materials and equipment and the operations of its workers to the limits indicated by FSDB and shall not unreasonably encumber the Site. Contractor shall keep stored material in good order, the Site free of rubbish and surplus material, and shall, in accordance with Applicable Laws, remove all rubbish and waste material caused by an operation under its charge.

3.3.2.4 Timely and workmanlike performance of Work: Contractor shall immediately notify FSDB, in writing, of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any Work so that remedial action, as is appropriate under the circumstances, may be taken. If at any time, Contractor fails to perform the Work:

- (a) in the manner set forth in this Agreement and/or the applicable ACTIVATION;
- (b) in a good and workmanlike manner and in accordance with accepted industry practices for such Work prevailing at the time and place where the Work is being furnished; or
- (c) at the specific times as may be subsequently agreed to, then Contractor shall, immediately upon the request of FSDB and at no additional cost to FSDB, take all necessary steps, including:
 - i. the replacement of defective equipment;
 - ii. the provision of additional equipment and/or labor;
 - iii. the institution of changes in method and manner of performance; and
 - iv. other measures as required so to perform. The request by FSDB of such measures shall be without prejudice to any other rights or remedies FSDB may have under the Agreement or at law.

3.3.2.5 Monitoring of Contractor's Work: Contractor shall provide to FSDB the ability to monitor Contractor's Work under this Agreement. Contractor shall provide FSDB the right to inspect, at any reasonable time, Contractor's operations and facilities including tools, equipment, materials, services and inventory thereof. Inspections or failure to report any deficiency noted therein shall not diminish Contractor's obligations hereunder or constitute a waiver of any FSDB rights hereunder.

SECTION 4 – INSTRUCTIONS FOR RESPONDING

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Officer or Procurement Manager by the deadline and at the address set forth in the **Schedule of Events and Deadlines**. The Vendor must choose the appropriate means for delivery and is exclusively responsible for receipt of the reply by the Procurement Officer or Procurement Manager. Time of arrival for hand delivered replies shall be determined by the time of arrival at the FSDB Campus Police Security Check Point on Genopoly Street. Time of arrival for courier

delivered replies shall be the time of receipt in the FSDB Mail Room. **Late replies will not be opened or evaluated.**

4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

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

4.1.4 Complete Sealed Reply (mandatory requirement)

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

- 4.1.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and **sealed** in an appropriate **sealed** container or package;
- 4.1.4.2 The label provided in this solicitation must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package;
- 4.1.4.3 **one** original Reply which must contain an original signature of an official who is authorized to bind the Vendor to their reply;
- 4.1.4.4 **five** copies of the Reply;
- 4.1.4.5 **one** electronic version of the reply, identical to the hard copies formatted as specified herein, and any other electronic documents identified in this solicitation (i.e. Spreadsheets, Financials, etc.).
- 4.1.4.6 A reply that does not meet the aforementioned elements will be deemed **INCOMPLETE** and **shall not be evaluated**.

4.2 Reply Format

4.2.1 Replies to be Thorough

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

4.2.2 Reply Clarity Essential

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

4.2.3 Replies to be Concise

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

4.2.4 Hard-copy Reply Format

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

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

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

4.2.5 Electronic Copy Format (mandatory requirement)

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

- The response document shall be a single document containing all of the elements of the printed version – in the same order and in the same format. It shall be an exact electronic replica of the printed document – not a similar representation of it – **do not submit each tab as a separate PDF file on the USB drive. The electronic submission must be a single file on a USB Thumb Drive – it must be identical to the submitted printed original in form and structure.**
- The software used to produce the electronic files must result in the provision of an **unprotected** Adobe portable document format (“pdf”), version 6.0 or higher – no password encryption will be accepted. Replies must be able to be opened and viewed by FSDB utilizing Adobe Acrobat, version 9.0. **The electronic copies shall not be password protected** and must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation.

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

4.2.6 References to Separately Bound Material

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

4.3 Public Records and Trade Secrets

4.3.1 Replies and Other Submissions Are Property of the State

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

4.3.2 Replies and Other Submissions Are Subject to Public Inspection

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

4.3.3 How to Claim Trade Secret Protection

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

4.3.4 Vendor’s Duty to Respond to Public Records Requests

In response to any notice by FSDB that a public records request received by FSDB encompasses any portion of the separately bound part of the Vendor’s reply or other submissions labeled as “trade secret,” the Vendor shall expeditiously provide FSDB with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, FSDB is authorized to produce

the records sought without any redaction.

4.3.5 FSDB Not Obligated to Defend Vendor Claims

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

4.4 Content and Structure of the Reply

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

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

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

The following pages (4.4.1 through 4.4.6) are to be used as Tab Dividers in the Response.

4.4.1 Title Page (mandatory requirement)

4.4.1.1 Project Name and Solicitation number: Plumbing, Mechanical, HVAC, and Refrigeration Services RFP-23-089

4.4.1.2 Vendor's legal name: _____

Physical address: _____

Physical address: _____

Federal tax identification number:

4.4.1.3 Person who can respond to inquiries regarding the reply:

Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

4.4.1.4 Person who will sign a contract, if awarded:

Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

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

[This space intentionally left blank]

4.4.2 TAB 1: Required Vendor Registration, Licensure, and Insurance (mandatory requirement)

4.4.2.1 MFMP Registration and Substitute W-9 filing

Each bidder and each subcontractor must be registered in the My Florida Market Place and have an electronic "Substitute W9" form on file with the State of Florida CFO's Office as required in GENERAL TERMS AND CONDITIONS FOR CONTRACTS, Article 1.05 – Authorization to do Business in the State of Florida.

Attach evidence of required registrations in the form of a copy of the MFMP Registration verification from the MyFloridaMarketPlace Vendor Information Portal which can be obtained from:

- <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>

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

4.4.2.2 Registrations and Licenses

Each bidder whose field or area is governed by Chapter 399, 455, 489 or 633 of the Florida Statutes for licensure must hold a valid current license as required by the Statute. If the bidder is a corporation, he must also be properly registered with the State of Florida, Department of State, Division of Corporation. The reply must include copies of applicable Florida licenses, and registrations.

4.4.2.3 Certificate of Insurance

The reply must include a certificate of insurance.

4.4.2.4 Bid Bond **Not** Required

A bid bond is **not** required to accompany the reply.

4.4.2.5 Evidence of Ability to Provide Payment and Performance Bond Is **Not** Required

Evidence of the Vendor's ability to provide a payment and performance bond prior to contract execution, and for the duration of the contract, is **not** required to accompany the reply.

4.4.2.6 Location Map

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

[This space intentionally left blank]

4.4.3 TAB 2: Required Vendor's Statements, Certifications, and Cost Proposal (mandatory requirement)

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

- APPENDIX A – Receipt of Addendum Form
- APPENDIX B – Identical Tie Bids Statement
- APPENDIX C – Public Entity Crimes Sworn Statement
- APPENDIX D – Affidavit of Compliance with Minority Business Participation
- APPENDIX E – Notice to Contractors
- APPENDIX F - Cost Proposal

[This space intentionally left blank]

APPENDIX A – Receipt of Addendum Form

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

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDITIONAL ADDENDA:

DURING THE SOLICITATION PROCESS AND PRIOR TO BIDDING, **SITE VISITS** WERE MADE BY MY FIRM ON THE FOLLOWING DATE(S):

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

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

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

State of _____ County of _____

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


(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX B – Identical Tie Bids Statement

Whenever two or more bids which are equal with respect to price, quality and service are received by 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)

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

State of _____ County of _____

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

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX C – Public Entity Crimes Sworn Statement

STATEMENT PURSUANT TO §287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, 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), Florida Statutes 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), Florida Statutes, 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), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

(Indicate which statement applies by check mark.)

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

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

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

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, FLORIDA STATUTES, 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)

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

State of _____ County of _____

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

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX D – Affidavit of Compliance with Minority Business Participation

Comes now _____ as _____ of
(name) (position of authority)

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

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

CHECK BOX	MBE Participation
☐	State of Florida Certified MBE business (submit supporting certification documentation*)
☐	Eligible for Florida MBE certification ¹ , but not certified (submit supporting affidavit*)
☐	Ineligible firm with three MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
☐	Ineligible firm with two MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
☐	Ineligible firm with one MBE certified sub-consultant firm contracted (submit supporting documentation & affidavit*)
☐	Ineligible firm, or insufficient/no documentation submitted, or no selection made herein.

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

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

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

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

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

State of _____ County of _____

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

(Notary Public)

My commission expires:

END OF DOCUMENT

¹ In accordance with the Eligibility Requirements promulgated by the State of Florida Department of Management Services and found at:
http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements

APPENDIX E – Notice to Contractors

If a contract is awarded, the CONTRACTOR acknowledges that:

1. They are aware of the “Badging” requirements stipulated in House Bill 21, passed by the 2013 Florida Legislature and signed by Governor Rick Scott which creates the requirement for a uniform, statewide identification badge to be worn by non-instructional contractors when on school grounds. The badge signifies that the non-instructional contractor has met the screening standards set forth in §1012.467, F.S.;
2. They have reviewed the “Campus Access ID Requirements” document found in the FSDB Solicitations DropBox folder accessible from the FSDB website;
3. The required background check will be conducted by a third party vendor (Fieldprint) and the vendor will require an FSDB specific Code for processing which shall be provided after award;
4. 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.
5. Once cleared each individual will be issued an FSDB identification badge. This identification must be displayed by the individual at all times. If any person working on campus fails to display the identification he will be escorted from the campus and not permitted to return.
6. All contractors are required to ensure that persons working under their contract have completed the required background check. This requirement applies to any sub-contractor working under general contract.
7. They are required to comply with these requirements **at their own expense**;
8. Failure of the contractor to ensure compliance with the previous requirements may lead to termination of this contract and the possibility of being denied future work at FSDB.

Name of Firm

Authorized Signature

(Print Name and Title)

Date

END OF DOCUMENT

APPENDIX F: Proposal Form

Florida School for the Deaf and the Blind
Purchasing Department – Purchasing Analyst
207 San Marco Avenue
St. Augustine, FL 32084

Submitted by (Company Name):

☐ Decline to Bid

Project Name: Plumbing, Mechanical, HVAC, and Refrigeration Services RFP-23-089

To Whom It May Concern:

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

Description	Initial Term (Year 1)		Renewal Term 1		Renewal Term 2		Renewal Term 3	
	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate
HVAC Trade								
Journeyman (Hourly)								
Apprentice/Helper (Hourly)								
Plumbing Trade								
Journeyman (Hourly)								
Apprentice/Helper (Hourly)								
Refrigeration Trade								
Journeyman (Hourly)								
Apprentice/Helper (Hourly)								
Mechanical Trade								
Journeyman (Hourly)								
Apprentice/Helper (Hourly)								
Equipment Rental Fees								
Truck Fee								
Materials Mark-up (%)								
Sub-contractor Mark-up (%)								

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

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

State of _____ County of _____

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

(Notary Public)

My commission expires:

4.4.4 TAB 3: Vendor's Qualifications

4.4.4.1 References

Submissions will include at least three (3) references from prior clients within the past three (3) years as of July 1 of the current year and shall include:

- 4.4.4.1.1 Project name
- 4.4.4.1.2 Project location
- 4.4.4.1.3 Project cost
- 4.4.4.1.4 Project completion date
- 4.4.4.1.5 Project description
- 4.4.4.1.6 Project owner representative name, title, phone number, and email address.

4.4.4.2 Current and Previous Business with State and Local Agencies

The reply must include a comprehensive list of all state or local governmental agencies with which the Vendor has a contract or has had a contract with in the past five years. The list must include the following information about each contract:

- 4.4.4.2.1 Name of the contracting state and local governmental agencies and the applicable office or program issuing the contract;
- 4.4.4.2.2 Contract name and number;
- 4.4.4.2.3 Starting and ending dates;
- 4.4.4.2.4 Total contract amount;
- 4.4.4.2.5 A brief description of the purpose of the contract and the types of services provided under the contract; and
- 4.4.4.2.6 Name and contact information of the Contract Manager.

4.4.4.3 Qualifications and Experience

The Reply must describe the background, experience, knowledge, skills and accomplishments of the Vendor and the individuals who shall be assigned to provide service to FSDB.

The Reply must describe the Vendor's experience in implementing similar services as specifically contemplated in this solicitation. Experience shown should be work done by the individuals who will be assigned to provide services as needed to FSDB as well as the overall experience of the Vendor. The Reply must state whether the Vendor was the prime contractor or a subcontractor in the examples and should provide a detailed description of the work that was accomplished.

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

4.4.4.4 Personnel

The Reply must describe the Vendor's proposed staffing, including:

- 4.4.4.4.1 The number of full-time equivalents (FTEs) and type of staff necessary to accomplish all of the tasks and other responsibilities under this solicitation and a distinction between staff members and subcontracted positions. Describe the rationale for the numbers and types of staff to be used. Provide information about specific training staff will receive including job-specific training. If entering into this contract would be an additional project for the respondent and staff are to be hired, provide a timetable for hiring and training.
- 4.4.4.4.2 The Reply must include a job description for each staff position, including: specific job functions; minimum educational, training, and experience requirements; salary range; and identify individual(s) responsible for supervision and performance evaluations. Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under the resulting contract.

Salary amounts, hourly rates, subcontracted costs, or other financial information relating to these positions may not be identified or discussed in the Programmatic Reply. All pricing considerations must be presented exclusively in the separate Cost Proposal Form (Appendix F).

- 4.4.4.5 Organizational Chart.** The Reply must include an organizational chart that shows the overall organization's structure with position titles, names, and supervisory reporting authority. Provide the names of the members of the Board of Directors, if applicable.

[This space intentionally left blank]

4.4.5 TAB 4: Vendor's Supplemental Information

Supplemental Information: The vendor may attach other information they deem pertinent or appropriate in this section.

[This space intentionally left blank]

Reply Submission Label

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

Responses will be received at:

Florida School for the Deaf and the Blind
Attention: Purchasing Department
207 San Marco Avenue
St. Augustine, FL. 32084

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

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

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



SEALED RESPONSE FOR:

Plumbing, Mechanical, HVAC, and Refrigeration Service
RFP-23-089

FROM: _____
Company Name

Attention: Leigh Gillette, Purchasing Analyst

DO NOT OPEN PRIOR TO: June 2, 2023 at 2:00 PM

DO NOT TAPE INSIDE THIS AREA

Delivered By: _____

Received By: _____

Date & Time Received: _____

DO NOT TAPE INSIDE THIS AREA

SECTION 5 – THE SELECTION METHODOLOGY

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

5.1 Evaluation Methodology of Mandatory Requirements (Phase One)

A Respondent must comply with ALL Sealed Mandatory and Mandatory Requirements in order to be considered eligible for Phase Two of the selection for contract award under this solicitation.

- 5.1.1 The Procurement Manager or Procurement Officer will examine each reply to determine whether the reply meets the Sealed Response Mandatory Requirement Checklist. A reply that fails to meet the Sealed Response Mandatory Requirements will be deemed non-responsive and will not be evaluated.
- 5.1.2 An initial determination that a reply meets the Sealed Response Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.
- 5.1.3 Those responses which meet the Sealed Response Mandatory Checklist will then be evaluated on the Mandatory Requirements Checklist of the solicitation to be considered for selection.
- 5.1.4 Each reply that meets the both the Sealed Response Mandatory Checklist and the Mandatory Requirements Checklist will be eligible for the invitation to present their proposal to the evaluation team of FSDB staff who will meet and review the material submitted in response to this request. FSDB will post the interview schedule on the FSDB website according to the Schedule of Deadlines and Events.

5.2 Evaluation Methodology of Respondent Interviews (Phase Two)

After each respondent's proposal interview, their reply will be rated individually according to the factors set forth below and ranked according to the total number of points that the proposal earned, based on the maximum point allowance per factor. FSDB reserves the right to change the evaluators at its sole discretion.

5.2.1 Scoring by Evaluators

FSDB's evaluators will evaluate each reply in accordance with the criteria and methodology provided in the attached Rating Sheets as described below.

5.2.1.1 Minority Business Enterprises (MBE)

Max Score: 5

It is the practice of Florida School for the Deaf and the Blind to encourage the maximum participation of Minority Business Enterprises (MBE) in its contract awards, based upon availability. Provide a letter and appropriate supporting documentation of MBE participation.

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

Regardless of rating, the firm selected to provide services shall be required to make all efforts reasonably necessary to ensure that Minority-Owned Business Enterprises have a full and fair opportunity to compete for performance on projects.

² In accordance with the Eligibility Requirements promulgated by the State of Florida Department of Management Services and found at:

http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements

The Contractor shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of work under this contract.

5.2.1.2 Location

Max Score: 5

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

Distance in Miles					
From	To	Score	From	To	Score
0	30	5	>70	90	2
>30	50	4	>90	110	1
>50	70	3	>110		0

5.2.1.3 References and Current and Previous Business with State and Local Agencies

Max Score: 30

The reply must contain at least three (3) references which will be verified by the Procurement Department as well as a comprehensive list of all state or local governmental agencies with which the Respondent has a contract or has had a contract within the past five (5) years. See 4.4.4.1 for reference specifications and 4.4.4.2 for current and previous business specifications to be included in the list.

5.2.1.4 Qualifications and Experience, Personnel, and Organization Chart

Max Score: 30

The reply must describe the Respondent's experience in implementing similar services as specifically contemplated in this solicitation. A detailed narrative describing the Respondent's experience should include the elements in 4.4.4.3. The reply will also be evaluated on the Respondent's proposal staffing to accomplish the tasks required of this solicitation. See section 4.4.4.4 for details. An organization chart will also need to be included as part of the solicitation package.

5.2.1.5 Response Pricing

Max Score: 20

Response pricing will be submitted on the provided proposal form (Appendix F). Rates and mark-ups will be calculated into a Base Bid Amount by utilizing an FSDB developed Base Bid Calculation matrix and may include applying submitted rates to a hypothetical project, quantities, or schedule. These hypothetical criteria will not be included in the resulting contract but will only be used to determine the Bid Price Rating as an objective criterion based on the bid price ranking as follows:

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

5.3 Final Selection and Notice of Intent to Award Contract

5.3.1 Award Selection

FSDB will select for award of the contract the responsive Vendor(s) as determined by the President or designee to provide the best value to the State.

5.3.2 FSDB's Right to Rely on Replies and Evaluations

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

5.3.3 FSDB's Reserved Rights

FSDB reserves the right to:

- 5.3.3.1 Select one or more Vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- 5.3.3.2 Divide the work among Vendors by type of service or geographic area, or both;

- 5.3.3.3** Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- 5.3.3.4** Post a notice of withdrawal of award in the event that the successful Vendor fails to execute a contract or defaults in performance. In such event, FSDB reserves the right to re-procure services in accordance with Rule 60A-1.006(3) F.A.C.

5.3.4 Posting Notice of Award

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

Sealed Mandatory Requirements Checklist

RESPONDENT: _____

4.1.4 Complete Sealed Reply (mandatory requirement)

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

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

Certification of Qualification

Signature – Kim Whitwam, Director of Purchasing

Date

Signature – Leigh Gillette, Purchasing Analyst

Date

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

Mandatory Requirements Checklist

RESPONDENT: _____

4.4.1 Title Page

- ☐ 4.4.1.1 Plumbing, Mechanical, HVAC, and Refrigeration Services and Solicitation number
- ☐ 4.4.1.2 Vendor's name, address, and federal tax identification number
- ☐ 4.4.1.3 Name, title, address, e-mail address, and telephone number of person who can respond to inquiries regarding the reply
- ☐ 4.4.1.4 Name, title, address, e-mail address, and telephone number of person who will sign a contract, if awarded.
- ☐ 4.4.1.5 Narrative about the history of the firm, including date of inception, ownership structure, etc.

4.4.2 TAB 1: Required Vendor Registration, Licensure, and Insurance

- ☐ 4.4.2.1 MFMP Registration and Substitute W-9 Filing
- ☐ 4.4.2.2 Registrations and Licenses
- ☐ 4.4.2.3 Certificate of Insurance
- ✓ 4.4.2.4 Bid Bond **Not** Required
- ✓ 4.4.2.5 Evidence of Ability to Provide Payment and Performance Bond Is **Not** Required
- ☐ 4.4.2.6 Location Map

4.4.3 TAB 2: Required Vendor's Statements, Certifications, and Cost Proposal

- ☐ APPENDIX A – Receipt of Addendum Form
- ☐ APPENDIX B – Identical Tie Bids Statement
- ☐ APPENDIX C – Public Entity Crimes Sworn Statement
- ☐ APPENDIX D – Affidavit of Compliance with Minority Business Participation
- ☐ APPENDIX E – Notice to Contractors
- ☐ APPENDIX F – Vendor's Cost Proposal

4.4.4 TAB 3: Vendor's Qualifications

- ☐ 4.4.4.1 References
- ☐ 4.4.4.2 Current and Previous Business with State and Local Agencies
- ☐ 4.4.4.3 Qualifications and Experience
- ☐ 4.4.4.4 Personnel
- ☐ 4.4.4.5 Organization Chart

4.4.5 TAB 4: Vendor's Supplemental Information

- ☐ Attachment (if supplied).

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CONTRACT DOCUMENT SECTION

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

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

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

Additionally, please be aware that Rule 60A-1.030, Florida Administrative Code requires that all Contractors doing business with the State of Florida have on file an electronic Substitute W-9 and be registered with the My Florida Marketplace (MFMP) E-procurement system. Registration with MFMP can be easily completed by visiting the MFMP website below. For additional information or questions, you may contact the MFMP customer service help desk at 1-866-FLA-EPRO (1-866-352-3776) or Danny Geores (904-827-2342) here at FSDB. Submitting a Substitute Form W-9 is a two-step electronic process. First, visit: <https://flvender.myfloridacfo.com/> and Register, then go back and complete Step 2.

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

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

[This space intentionally left blank]

AGREEMENT BETWEEN THE STATE OF FLORIDA
FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
AND
COMPANY

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

1. ENGAGEMENT OF THE CONTRACTOR

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

2. SCOPE OF SERVICES

- A. CONTRACTOR shall perform the services set forth in the attached Competitive Solicitation for ad-hoc urgent/emergent plumbing, mechanical, HVAC or refrigeration maintenance or repair services. Services must be authorized verbally by the FSDB Contract/Project Manager or their authorized representative before work commences.
 - 1) CONTRACTOR shall provide labor, tools, parts, transportation, equipment, and material to perform miscellaneous ad-hoc plumbing, mechanical, HVAC, and refrigeration related maintenance and repairs, replacements, and installations as directed by FSDB Contract/Project Manager, time being of the essence in the performance of the work.
 - 2) CONTRACTOR must respond to calls 365 days per year, emergency services under this contract within 60 minutes, and all other urgent calls within 24 hours.
 - 3) CONTRACTOR shall deliver to FSDB a detailed service ticket within five (5) days after completion of each service in sufficient detail to allow a thorough inspection of the work performed for post audit. "Sufficient detail" shall mean a detailed description of the work performed, dates and times of service, name of FSDB representative who authorized work, and time and materials costs according to the rate matrix in #3, Deliverables and Payments.
- B. CONTRACTOR shall perform the services set forth in the attached Competitive Solicitation for minor planned projects as specified in individual project ACTIVATIONS. Minor projects are specific projects that have a basic budget estimated to be \$200,000.00 or less per project, on an as-needed basis, and in accordance with the following:
 - 1) **ACTIVATION.** As projects develop, the FSDB Contract/Project Manager will prepare a written scope (which may include specifications and/or drawings, as applicable) of work and present it to the CONTRACTOR who shall provide FSDB with a price proposal which shall form the basis of an ACTIVATION. Each ACTIVATION issued by FSDB and executed by the Parties shall further specify work to be performed ("Scope of Work"), the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price"), and specific insurance needs for the project ("Insurance") and shall be approved by the FSDB Executive Director of Safety and Facilities Operations and authorized by the FSDB Administrator of Business Services. No work is authorized to be performed under the contract until the ACTIVATION has been completely executed by all signatory parties.

For each ACTIVATION, the CONTRACTOR will perform the work set forth in each ACTIVATION to include: furnishing of any required Surety Bonds and insurance; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits, and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the work specified in the ACTIVATION.

At any time and for any reason, FSDB may submit to CONTRACTOR proposed changes or additions to and/or deletions from the Work covered by any ACTIVATION, and no such changes, additions or deletions shall become effective or paid for by FSDB unless via a Change Order authorized by FSDB in advance and in writing.

- 2) **The Work.** The CONTRACTOR shall commence the work for each project upon receipt of a fully executed ACTIVATION issued by the FSDB Contract/Project Manager and shall reach Substantial and Final Completion of all Work as specified by the ACTIVATION, time being of the essence. The CONTRACTOR shall perform all of the Work required, implied, or reasonably inferable from the Contract. The term "Work" shall mean whatever is done by or required of the CONTRACTOR to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth in each ACTIVATION; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the CONTRACTOR on each project shall be specifically described in and authorized by ACTIVATION issued by FSDB. Each ACTIVATION issued by FSDB under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").
- 3) **CONTRACTOR shall not encumber the Site.** CONTRACTOR shall confine its materials and equipment and the operations of its workers to the limits indicated by FSDB and shall not unreasonably encumber the Site. CONTRACTOR shall keep stored material in good order, the Site free of rubbish and surplus material, and shall, in accordance with Applicable Laws, remove all rubbish and waste material caused by an operation under its charge.
- 4) **Timely and workmanlike performance of Work.** CONTRACTOR shall immediately notify FSDB, in writing, of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any Work so that remedial action, as is appropriate under the circumstances, may be taken. If at any time, CONTRACTOR fails to perform the Work:
 - a) in the manner set forth in this Agreement and/or the applicable ACTIVATION;
 - b) in a good and workmanlike manner and in accordance with accepted industry practices for such Work prevailing at the time and place where the Work is being furnished; or
 - c) at the specific times as may be subsequently agreed to, then CONTRACTOR shall, immediately upon the request of FSDB and at no additional cost to FSDB, take all necessary steps, including:
 - 1) the replacement of defective equipment;
 - 2) the provision of additional equipment and/or labor;
 - 3) the institution of changes in method and manner of performance; and
 - 4) other measures as required so to perform. The request by FSDB of such measures shall be without prejudice to any other rights or remedies FSDB may have under the Agreement or at law.

3. DELIVERABLES AND PAYMENTS

- A. CONTRACTOR shall perform ad hoc urgent/emergent plumbing, mechanical, HVAC, and refrigeration repair services on an as-needed basis as verbally approved by the FSDB Contract/Project Manager or authorized representative, time being of the essence in completion of the work, payable at the rate matrix below: (INSERT CONTRACTOR'S TIME & MATERIALS RATE PROPOSAL)
- B. FSDB shall pay, and the CONTRACTOR shall accept, as full and complete payment for all Work required by each ACTIVATION, the amount specified and authorized by each ACTIVATION upon completion of the Work for each project. The amount set forth in each ACTIVATION shall not exceed two hundred thousand dollars (\$200,000.00), without prior written authorization by the FSDB Administrator or authorized designee.
- C. The total amount paid to the CONTRACTOR is contingent upon the availability of funds, acceptance of the service work performed, and the approval of the CONTRACTOR'S invoice by the FSDB Contract/Project Manager.

D. The total amount to be paid to CONTRACTOR for all services and work performed under this AGREEMENT shall not exceed \$750,000.00 per annum.

4. TIME OF PERFORMANCE

This AGREEMENT shall be effective long date, or upon the date of execution by both CONTRACTOR and FSDB, whichever is later (“Effective Date”) and shall expire on long date, unless cancelled earlier in accordance with its terms (“Expiration Date”). All work must be completed no later than the completion date specified in the ACTIVATION.

5. MODIFICATION OF GENERAL CONDITIONS FOR CONTRACTS

Each of the following enumerated provisions supersedes or modifies, as indicated, the GENERAL TERMS & CONDITIONS, to which it expressly refers:

- A. Attachment A, Article 2.13, Liquidated Damages will not apply.
- B. Attachment A, Article 3.01, (3), Invoices & Payments, shall be applied as directed by the Contract Activations.
- C. Attachment C, Article 5.2, Subcontracting shall be appended by Attachment A, Article 2.06. In the event inconsistencies arise, Attachment A, Article 2.06 shall control
- D. Attachment C, Article 5.4, Notice to Proceed shall not apply. The Notice to Proceed is the signed Contract/Contract Activation.
- E. Attachment C, Article 5.5, Time of Completion and Liquated Damages shall not apply.
- F. Attachment C, Article 5.15, Changes in the Work, Delays, Extensions of Time and Claims shall not apply1.08. Renewal of the Contract shall not apply. Terms of renewal shall be governed by the source contract.
- G. Attachment C, Articles 5.16, 5.17, and 5.18, Payments, shall be applied as directed by the Contract Activations.
- H. Attachment C, Article 5.34, Insurance requirements shall be determined by the needs of individual Activations, based upon the actual work performed, and specified in the Contract Activation.

6. ADDITIONAL TERMS AND CONDITIONS

The Contract includes the following enumerated additional terms and conditions:

7. APPROVAL AND EXECUTION

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

COMPANY NAME
EIN:

FOR FLORIDA SCHOOL FOR THE DEAF AND THE BLIND
EIN: 59-1003668

X
NAME, TITLE, e-mail

X
President or Designee

Date signed

Date signed

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FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

ATTACHMENT A
FSDB GENERAL TERMS & CONDITIONS FOR CONTRACTS
(Revised January 2023)

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SECTION 1 – GENERAL PROVISIONS**Article 1.01. Definitions**

The definitions contained in §60A-1.001, Florida Administrative Code (FAC) 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, Florida Statutes (FS).
- (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, or if delivered electronically in accordance with (IAW) §61B-23.0029, FAC, the Uniform Electronic Transaction Act (UETA) codified in §668.50, FS, and the Electronic Signature Act of 1996 (ESA) codified in §668.001-006, FS.
- (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 1.02. Applicable Law

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

Article 1.03. Communication between Parties

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

coordinates specified in the Contract or otherwise communicated in writing by either Party.

Article 1.04. 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](#), FS 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-1.031](#), FAC, unless exempt under Rule [60A-1.031](#)(3), FAC. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
- (2) Registration can be completed by visiting the MFMP website at <https://vendor.myfloridamarketpalce.com/>. MFMP retains an associated fee for all purchases/invoices posted through MFMP. 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 1.05. Entire Agreement

- (1) The agreement between the PARTIES concerning the subject matter hereof consists of the Contract, together with the enumerated Attachments (all of which are incorporated by reference) which shall comprise this Contract, together being referred to as the "Contract Documents" and represents the total and complete agreement of the PARTIES relating to the subject matter of the Contract. Upon discovery, Contractor or FSDB shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of the Contract Documents or Applicable Legal Requirements and shall cooperate in effecting a resolution of the same that is consistent with the principles expressed in this Article.
- (2) ORDER OF PRECEDENCE. In the event of any inconsistencies between this Contract and the other Contract Documents, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail: 1) the AGREEMENT, if and as amended, (to include Change Orders to cost or schedule) properly executed; 2) General Terms and Conditions (to include Attachment A & C); 3) PUR 1000; 4) the Solicitation Documents, including addenda, and 5) Other documents listed in the Agreement and incorporated therein by reference. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency. In the absence of a clear precedence, FSDB will decide. These documents are complementary, and what is called for by any one document shall be binding as if called by all.
- (3) The intent of the documents is to include all labor, materials, tools, equipment, transportation, and incidentals necessary for the proper and complete execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards
- (4) 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 1.06. Renewal of the Contract

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

Article 1.07. Other Termination of the Contract

- (1) Scrutinized Companies. FSDB may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under [§ 287.135](#)(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (2) Other Termination. The employment of unauthorized aliens by any contractor is considered a violation for [§274A](#)(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.
- (3) If Contractor terminates this Agreement or if FSDB terminates this Agreement for breach, Contractor shall not receive any payment for any services. Furthermore, Contractor will be liable for difference in the increased cost, if any, FSDB would incur for similar services from another person.
- (4) Under no event shall FSDB be required to pay Contractor any fees should this Agreement be terminated for any reason.
- (5) In the case of termination of this contract before completion, from any cause whatsoever, Contractor, if notified to do so by FSDB shall promptly remove any part or all of his equipment and supplies from any property interest of FSDB failing which, FSDB will have the right to remove such equipment and supplies at the expense of Contractor.

Article 1.08. Effectiveness of the Contract

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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 1.09. 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 1.10. 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 1.11. 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 1.12. 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 1.13. 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 1.14. Public Records

- (1) The Contractor shall comply with the public records laws of the State of Florida, Rule [1B-24.003](#)(1)(a), FAC and the most recently published General Records Schedule [GS1-SL](#) for State and Local Government Agencies, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by FSDB in order to perform the services in this 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](#), FS, 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.
 - (e) The Contractor acknowledges its responsibility under [Title 34](#), Code of Federal Regulations (CFR); 20 United States Code, [1232g](#); [§1002.22](#), FS; and Operational Policy and Procedures 10.35, Florida School for the Deaf and the Blind (Challenge to Student Education Records); pertaining to privacy of all records that contain student information.
 - (f) All responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- (2) CONTRACTOR shall notify FSDB, in writing, within three (3) days after receiving a public records request pursuant to [Chapter 119](#), FS.
- (3) In accordance with [§287.058](#)(1)(c), FS, 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), FS.
- (4) Notwithstanding any other provision of this AGREEMENT to the contrary, this Article shall survive termination of the AGREEMENT.

Article 1.15. Jessica Lunsford Act / Background Checks

- (1) In accordance with [§1012.467](#), FS, Contractor's employees, sub-contractors, and staff who have obtained and are wearing a valid uniform statewide contractor's identification badge from any Florida school district will be permitted access to FSDB's campus.
- (2) Unless specifically notified that a Contractor is exempt by law, the Contractor agrees that, pursuant to [§1012e.465](#) and [§1012.467](#), FS, any of the Contractor's employees, sub-contractors, 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](#), FS, 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, sub-contractors, 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 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.

- (6) As an FSDB contractor your company is required to comply with the foregoing **at your own expense**. The required background check will be conducted by a third-party vendor as directed by FSDB and shall obtain the necessary information from the FSDB Purchasing Department or the FSDB Contract Manager.

Article 1.16. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. Contractor has the duty to seek clarification and resolution of any issue, discrepancy, fulfillment of the contract on the part of Contractor and FSDB. All in accordance with PUR 1000, article 31: Dispute Resolution.

SECTION 2 – PERFORMANCE OF THE SERVICES

Article 2.01. 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 2.02. 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 2.03. 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.
- (4) FSDB shall monitor performance and conduct performance evaluations as determined by FSDB.

Article 2.04. Codes of Conduct

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

Article 2.05. Confidentiality

- (1) The Parties acknowledge the likely disclosure to each other, during the term of this Contract, of Confidential Information. Each Party agrees not to use such Confidential Information other than in furtherance of this Contract, nor to disclose such information to any person or entity without the prior written consent of the other Party. All Confidential Information shall remain the exclusive property of the disclosing Party, however such information may be subject to public disclosure per [§119](#), FS;
- (2) The Contractor acknowledges its responsibility under [Title 34](#), CFR; 20 United States Code, [1232g](#); [§1002.22](#), FS; 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 FSDB and will not engage in such activities when students of FSDB are attending off-campus events as invited guests.

Article 2.06. Subcontracting

- (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. Approved sub-contractors shall comply with all contract terms and conditions.
- (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 coordination 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 subcontracting and any procurement of services or goods financed by FSDB under this Contract shall observe the principles of sound financial management, ensuring transparency, competitive, equitable and unbiased selection, efficiency, high quality and economy.

Article 2.07. 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.

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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 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 2.08. 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 or correctness of the declarations and information contained therein.

Article 2.09. Ownership of Copyright

- (1) Drawings and Specifications as instruments of service are and shall remain the property of the Architect/Engineer whether the Project for which they are prepared is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used on other projects, for addition to this Project, or for completion of this Project by others provided the Architect/Engineer is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect/Engineer.
- (2) With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, [17 USC](#). §102-105, such work shall be a "work for hire" as defined in [17 USC](#). §101 and all copyrights subsisting in such work for hire shall be owned exclusively by FSDB.

The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor to create a Deliverable but which exists as work independent of the Deliverable.

Article 2.10. 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](#), FS.
- (2) Pursuant to [§215.985\(14\)\(d\)](#), FS, 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 2.11. 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 2.12. Financial Consequences for Failure to Perform

- (1) The Contract Manager shall periodically review the progress made on the activities and deliverables listed above. As required by the Florida Statute section 287.058 (1)(h), if the Contractor fails to meet and comply with or make appropriate progress on the activities/deliverables established in the AGREEMENT to the satisfaction of the FSDB Contract Manager, FSDB shall impose financial consequences to the Contractor.
- (2) All efforts will be made by the FSDB Contract Manager to make resolution with the Contractor prior to the imposition of financial consequences. Contractor will be notified in writing of the unsatisfactory performance. Contractor shall provide FSDB with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels. Corrective action plan is to be completed within two (2) weeks of FSDB notification to the Contractor.
- (3) Failure of the Contractor to perform the services as outlined in this AGREEMENT to the satisfaction of the FSDB Contract Manager after non-performance notification, will result in withholding payment for any uncompleted work
- (4) FSDB agrees to submit to the state's Chief Financial Officer any of the Contractor's invoices, statements or vouchers for work completed, inspected, and accepted prior to the time of non- performance with any lump sum prorated for un-received or unaccepted work and with a deduction for any damages incurred by FSDB as a result of Contractor's failure to perform.

Article 2.13. Liquidated Damages

- (1) The Contractor will promptly notify FSDB upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform FSDB of the steps the Contractor is taking or will take to do so, and the projected actual

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completion (or delivery) time. If the Contractor believes a delay in performance by FSDB has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify FSDB and use commercially reasonable efforts to perform its obligations on time notwithstanding FSDB's delay. FSDB shall not be responsible for any additional payments for labor, overtime or other caused by Contractor's delay.

- (2) The Contractor acknowledges that failure to achieve substantial completion by (specified date) will damage FSDB, but by their nature such damages are difficult to ascertain. Accordingly, liquidated damages provisions will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages. **Liquidated damages to be applied of TBD for each day of delay, to be imposed starting at day 16 beyond the substantial completion date of the project.**

Article 2.14. Coordination of Work

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

Article 2.15. Minimum Levels of Service and Criteria for Completion of Agreement

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

SECTION 3 – FINANCIAL PROVISIONS

Article 3.01. Invoices & Payments

- (1) Contractor shall deliver to FSDB within (5) days after the month-end, a completion of work statement in detail sufficient for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, the dates and times that the work was performed, and the total amount charged.
- (2) Contractor shall deliver to FSDB a detailed invoice which must conform to the requirements of the [Reference Guide for State Expenditures](#) and Rule [691-40](#), F.A.C. and be in sufficient detail for a proper pre-audit and post-audit inspection thereof. "Sufficient detail" shall mean a detailed description of the work performed, itemized per deliverable category, the dates and times that the work was performed on campus from start date to completion date, and the total amount charged. Invoices must be sent electronically to: fsdbap@fsdbk12.org.
- (3) Submitted invoices shall include required supporting documentation to include, **IF APPLICABLE PER DELIVERABLE CATEGORY: Labor:** a time sheet or service ticket/work order showing time arrived on campus to the time exited campus and a description of work performed. Travel to and from campus is not allowed, unless specifically stated (see Section 3.06 herein). **Parts/Materials:** Cost documentation is an invoice or receipt from the payment by the Contractor for the parts/materials. If materials are lumped into one line, there must be an accompanying 'billing sheet' where all materials/parts are itemized. Items that are not consumable per the job are not allowable. **Progress Payments:** an application for a progress payment must include itemized details per deliverable category.
- (4) The Contractor acknowledges that all services must be verified and accepted in writing by FSDB's Contract Manager during the times specified herein, time being of the essence in performance of this Agreement.
- (5) Amounts due to the Contractor pursuant to this Agreement shall become payable upon receipt of the required documents from the Contractor and verification and written acceptance of the work performed by FSDB's Contract Manager. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to FSDB.
- (6) Payments to the Contractor shall be issued in accordance with the Prompt Payment provisions of [§215.422](#), FS.
- (7) In accordance with [§287.0582](#), FS, if the term of the Contract extends for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

Article 3.02. Payments Withheld

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

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

Article 3.03. Correction of Work Before Final Payments Contractor shall promptly make corrections to work returned by FSDB's Project Manager as failing to conform to the contract, without expense to FSDB.

Article 3.04. Liens

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

Article 3.05. Taxes, General and Contingency

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

Article 3.06. Travel Reimbursement

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

Article 3.07. Return of Unspent Funds

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

Article 3.08. Record-keeping and Accounts

- (1) In accordance with [§ 20.055\(5\)](#), F.S. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and sub-contractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Chapter 20, F.S. Execution of this contract indicates the signing corporation, partnership, or person understands and will comply with these requirements.
- (2) The Contractor shall keep accurate and systematic accounts and records in respect of the performance of the Services hereunder, in accordance with Generally Accepted Accounting Principles in the United States of America and in such form and detail as will clearly identify all income and expenditure and relevant time changes.
- (3) Unless otherwise required by FSDB's auditors and notified in advance to the Contractor, all financial and accounting records in relation to the performance of the Services under the Contract, including original payment documents, shall be kept for at least five years after the end of the Services and shall be made available to FSDB upon request.
- (4) The Contractor agrees to permit FSDB, its auditors or its designated representatives to inspect its accounts, records or any other relevant financial information concerning the Services, for a period of up to five years as from the end of the Services.



FLORIDA SCHOOL FOR THE DEAF AND THE BLIND

ATTACHMENT C
GENERAL TERMS & CONDITIONS FOR CONSTRUCTION
(Revised January 2023)

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SECTION 5 – CONSTRUCTION

Article 5.1. Definitions

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

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

Article 5.2. Subcontracting

- (1) Contractor may sub-contract labor and materials in accordance with the AGREEMENT, Section 3 (G), General Conditions for Contracts, Article 2.06 and the following:
- (a) Contractor shall, as soon as practicable after signing the contract, notify the Project Manager in writing of the names of sub-contractors proposed for the work and shall not employ sub-contractor's unless they are approved in writing by FSDB.
 - (b) Contractor agrees that he is as fully responsible to FSDB for the acts and omissions of his sub-contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by them.
 - (c) Nothing contained in the AGREEMENT shall create any contractual relation between any sub-contractors and FSDB.
 - (d) Contractor shall prepare invitations for bids, or requests for proposal when applicable, for all procurements of long lead items, materials and services, and for Sub-contractor contracts. Such invitations for bids shall be prepared in accordance with the following guidelines:
 1. Contracts-up to \$35,000 may be entered into by the Contractor with the firm which submits the lowest written quotation. The Contractor shall obtain a minimum of two (2) written quotations. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided to FSDB.
 2. Contracts exceeding \$35,000 but not exceeding \$200,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall request at least three (3) firms to submit sealed written proposals based on a written drawings and/or specification. The written proposals shall all be opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.
 3. Contracts exceeding \$200,000 but not exceeding \$500,000 may be entered into by the Contractor with the firm who is qualified and submits the lowest responsive proposal. The Contractor shall advertise these projects at least once with the last advertisement appearing at least 21 calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications. Bids shall be received and opened publicly at the location, date and time named by FSDB in the Contractor request for proposal.
 4. Contracts exceeding \$500,000 shall be treated the same as described under 3 above except that the advertisement shall be run for at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference.
 - (e) Individual purchases of materials or rentals or leases of equipment amounting to less than \$2,500.00 each may be made with 1 bid or quote. However, the Contractor shall not divide or separate procurement in order to avoid the requirements set forth above.

Article 5.3. Coordination of Work

- (1) Wherever work being done by FSDB forces or by the other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.
- (2) Contractor shall arrange his work so as not to interfere with the operations of other contractors employed by FSDB and engaged upon adjacent work and to join his work to that 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 5.4. Notice to Proceed

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

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

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

Article 5.5. Time of Completion and Liquidated Damages

- 1) FSDB is entitled to completion of the project within the time fixed above or within such further time, if any, as may be allowed in accordance with the provisions of the contract. In the event of termination of the contract by FSDB for cause prior to completion, the Contractor shall be liable to FSDB for

the expenses for additional managerial and administrative services.

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

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

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

Article 5.6. Contractor's Understanding

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

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

Article 5.7. Contractor's Materials, Appliance & Employees

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

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

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

Article 5.8. Conflicting Employment

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

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

Article 5.9. Protection and Restoration of Work & Property

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

Article 5.10. Inspection of Work

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

Article 5.11. Supervision

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

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

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

Article 5.13. Contract Amendments

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

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

- (a) By estimate and acceptance in a lump sum. By unit prices named in the contract or subsequently agreed upon. By costs and percentage or by cost and a fixed fee.
- (b) If none of the above methods is agreed upon, CONTRACTOR shall proceed with the work and shall keep and present in such form as the Project Manager may direct a correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount, including reasonable allowances for overhead and profit, due CONTRACTOR. Pending final determination of value, payments on account of contract amendments will be made on the Project Manager's estimate.

Article 5.14. Emergency Changes

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

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

During the course of the Contractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents, and/or the nature and extent of the work as specified and described in the Bidding Documents. The occurrence of such events may cause the Contractor to incur greater or less cost and expense to perform the work required to complete the subject Project than planned to be incurred in the Contractor's successful bid, in which event the Contractor or FSDB shall respectively be entitled to either an increase or decrease in the AGREEMENT Sum, whichever is the Case, to the extent such greater or less cost and expense results, and in which event the party entitled to the Benefit of any such adjustment to the Contract Sum shall, within twenty-one (21) calendar days from the First occurrence of such event(s), present written demand therefore on the other party through FSDB. Should the Contractor and Owner be unable to settle and dispose of such demand within thirty- (30) calendar Days from the date any such claim is presented, upon terms and conditions mutually agreeable to the Contractor, then such demand shall be referred to FSDB for determination, which determination shall be final and binding upon the Contractor, unless appealed in accordance with applicable provisions of the AGREEMENT, and if FSDB, upon considering any such demand, determines that the Contract Sum should be increased or decreased, FSDB's determination of the amount of any such increase or Decrease in the AGREEMENT Sum shall be governed and controlled by strict adherence to the following described Guidelines and limitations, and neither the Contractor nor FSDB shall be entitled to receive any monetary Consideration beyond that which is authorized herein below.

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

- 1) Labor costs shall be inclusive of all direct job site cost for estimation, laying out, mechanics' wages and laborers' wages, together with all payroll taxes, payroll assessments, and insurance premiums paid for such labor.
- 2) All material costs, equipment costs and equipment rental costs shall be trade discount rates, plus State Sales Tax.
- 3) Overhead and profit shall be inclusive of all project management, project administration, superintendence, project coordination, project scheduling and other administrative support functions and services, whether performed on the job site or off the job site and general support equipment. Overhead and profit shall be determined as follows:
 - a) Overhead and profit shall be calculated at the rate TBD percent of the Contractor's labor, material, equipment and equipment rental costs, incurred or spared as measured under the preceding paragraphs for changes in the work performed by the officers, employees or subsidiaries of the Contractor.
 - b) Overhead and profit shall be calculated at the rate of TBD percent of the Contractor's sub-contractors' actual labor, material, equipment and equipment rental costs, incurred or spared, as measured under the preceding paragraphs, plus TBD percent of all such costs, as overhead and profit to the Contractor's sub-contractors, for all changes in the work performed by the officers, employees or subsidiaries of the Contractor's sub-contractors.
 - c) The Design Builder will not be due any change in overhead and profit on increases or decreases in the GMP that do not exceed a cumulative total of two percent (2%) of the GMP amount. Should the GMP be increased or decreased by more than 2%, the Design Builder's fee shall be TBD percent. Deductive Change Orders related to the Owner's Direct Purchase program are excluded from this cumulative calculation.
- 4) The Contract Time shall be extended if the Contractor is delayed at any time in the commencement or progress of the Work by a negligent act of the Owner or of an employee of the Owner, or of a separate third-party contractor employed by the Owner; or by changes ordered in the Work; or by any event covered under the builders risk "all-risk" policy; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration.

Article 5.16. Payments to Contractor

CONTRACTOR acknowledges that FSDB will occupy and use the project upon substantial completion, and that all or a portion of the funding for this project may have been appropriated by the State Legislature or furnished by Federal Grant to FSDB and that payment to the Contractor may be made by FSDB based

on approval of each payment by FSDB. FSDB will at intervals, pay or cause to be paid to the CONTRACTOR as follows:

- (a) Prompt Payment Clause – FSDB has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty established pursuant to §55.03, Florida Statutes will be due and payable, in addition to the invoice amount, to the vendor. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FSDB. A Vendor Ombudsman within the Department of Financial Services has the responsibility to act as advocate for vendors experiencing problems in obtaining timely payments. The Vendor Ombudsman may be contacted at (850)413-5516.
- (b) Neither FSDB nor the Architect/Engineer shall have any obligation to pay or to see to the payment of any monies to any Sub-contractor except as may otherwise be required by law.
- (c) For contracts \$50,000 and above, the CONTRACTOR's Application for Final Payment shall be accompanied by a Certificate of Contract Completion form to be provided as needed.

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

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

(1) Progress Payments Against Contract Sum

Based upon Application for Payment submitted to the Architect/Engineer by the Contractor and Certificates of Payment issued by the Architect/Engineer and accepted by FSDB, FSDB shall make progress payments to the CONTRACTOR against the account of the Contract Sum in accordance with the following:

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

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

- (a) a properly completed and notarized Application for Progress Payment on FSDB issued form.
- (b) a Schedule of Contract Values.

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

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

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

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

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

Article 5.19. Deductions/Non-Payment for Contractor Inefficiencies

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

Article 5.20. FSDB's Right to Do Work

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

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

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

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

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

CONTRACTOR actions resulting in contract termination are as follows:

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

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

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

Article 5.22. FSDB's Right to Stop Work

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

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

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

Article 5.24. Removal of Equipment

In the case of termination of this contract before completion, from any cause whatsoever, CONTRACTOR, if notified to do so by FSDB shall promptly remove any part or all of his equipment and supplies from any property interest of FSDB, failing which, FSDB will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

Article 5.25. Assignment

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

Article 5.26. Rights of Various Interests

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

Article 5.27. Separate Contracts

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

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

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

Article 5.28. Project Manager's Status

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

Article 5.29. Project Manager's Decisions

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

Article 5.30. Safety

In performing the contract, CONTRACTOR shall provide and maintain sufficient protection for the lives and health of employees and other persons preventing of damage to property, materials and equipment. To this end, CONTRACTOR shall comply with all applicable state, federal and local governmental safety laws, rules, regulations and building codes. CONTRACTOR shall make certain that only authorized personnel are allowed on the worksite and shall post notices warning both employees and members of the public of all safety hazards.

Construction signs shall be furnished, erected, maintained, moved and removed as required and as directed to adequately and safely inform and direct the traveling public. Signs and markers shall indicate actual conditions.

Article 5.31. Acceptance of Finished Work

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

Article 5.32. Warranty

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

Article 5.33. Exclusion of Owner from Liability

(1) Notwithstanding any other provision of the AGREEMENT, should the Contractor sustain loss or be damaged by act or omission of a third-party contractor, FSDB shall not be liable for any such loss or damage and the Contractor shall not be entitled to obtain any monetary relief from FSDB to compensate for any such loss or damage, but shall be limited to such recovery as is otherwise available at law from persons and or entities other than FSDB. This exception does not apply to non-delegable duty of FSDB. FSDB shall cause any third-party contractor who may have a contract with FSDB to perform construction or installation work in the areas where Work will be performed by Contractor under this Agreement, to agree to (1) indemnify the Owner and Contractor and hold them harmless from all claims for bodily injury and property damage that may arise from that contractor's operations and (2) name the Owner and Contractor as additional insured parties on the third-party contractor's insurance for the project."

(2) Approval of parts of the work performed shall not prevent FSDB from claiming damages, unless the approval of such parts explicitly so states.

(3) Indemnification will be limited to the ceiling amount of this Contract. This limit does not, however, apply when the Contractor is guilty of having caused damage willfully or through gross negligence.

(4) The Contractor retains full responsibility for any third-party liability that might arise due to the Contractor's negligent activities, acts, or omissions under the

Contract, and for its Personnel and property during the performance of the Services or as a consequence thereof. FSDB shall have no responsibility with regard to any liability which may arise in relation to this Contract and will therefore accept no claim for compensation or increasing in payment in connection to such damage or injury.

Article 5.34. Insurance

The Contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by FSDB, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Resident Agent.

Worker's Compensation Insurance

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

Contractor's Public Liability and Property Damage Insurance

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

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

Sub-contractor's Public Liability and Property Damage Insurance

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

"XCU" (Explosion, Collapse, Underground Damage)

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

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

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

Contractual Liability-Work Contracts

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

Indemnification Rider

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

Builder's Risk Coverage

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

Asbestos-Abatement Contractors Liability Insurance Pollution Endorsement

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

Loss Deductible Clause

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

Article 5.35. Waiver of Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. Without limitation, examples of damages subject to this mutual waiver include: 1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and 2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work and due otherwise under this AGREEMENT. Notwithstanding the foregoing, the Contractor may be entitled to an equitable adjustment in its fee and general conditions in the event of delays beyond Contractor's control as more specifically defined in Article 5.15. This mutual waiver is applicable without limitation, to all consequential damages due to either party's termination in accordance with Articles 5.21 and 5.23. Nothing contained in this Article 5.35 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this AGREEMENT.

**State of Florida
PUR 1000
General Contract Conditions**

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

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

- 4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

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

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

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

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

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

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

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

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

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

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

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

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

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

State of Florida
PUR 1001
General Instructions to Respondents

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

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

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

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

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

- 6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
- 7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

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

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

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the

product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://www.myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

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

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

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

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

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

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

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

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

4.4.1.1 Plumbing, Mechanical, HVAC and Refrigeration Services RFP-23-089

4.4.1.2 W. W. Gay Mechanical Contractor, Inc.
524 Stockton Street
Jacksonville, FL 32204
59-0977396

4.4.1.3 Michael Bowles, Jr
Project Manager
wbowles@wwgmc.com
(904) 827-0796

4.4.1.4 Tom Smith
President, COO
tsmith@wwgmc.com
(904) 394-7964

4.4.1.5 W. W. Gay has been an iconic part of the Jacksonville community since 1962. For over 61 years, we have provided innovative solutions for our clients – big and small – throughout Florida and the Southeast. From the days of hand-drawn blueprints to our now wholly paperless plans, we've seen a lot of changes throughout the years. As we look toward the times ahead, we continue to build upon our foundation of authenticity and trustworthiness.

Our commitment is not exclusive to our clients. We are passionate about our people – after all, they are the best in the business and the stewards of our success on and off the clock – and we are dedicated to creating opportunities inside of our organization to promote and advance their careers. Equally important is our involvement in the communities we call home. From sponsoring t-ball teams to corporate events, we strive to be a presence for good here in the River City and beyond.

As technology changes, so do we. And as we evolve, we'll continue to serve our clients with the transparency they've come to know and trust. We know that every job is unique, but our commitment to doing things right remains the same. We hire and train the highest skilled workforce, ensuring each job is done correctly, the first time. With our legacy of proven results, we will always go above and beyond to meet our clients' needs.

We look forward to serving you as we cherish our history and embrace the future.

Inception: September 1, 1962

Ownership Structure: 93% ESOT – Employee Stock Ownership Trust 8% Various Officers

Employees: 1200

4.4.2 TAB 1: Required Vendor Registration, Licensure, and Insurance (mandatory requirement)

4.4.2.1 MFMP Registration and Substitute W-9 filing

Each bidder and each subcontractor must be registered in the My Florida Market Place and have an electronic "Substitute W9" form on file with the State of Florida CFO's Office as required in GENERAL TERMS AND CONDITIONS FOR CONTRACTS, Article 1.05 – Authorization to do Business in the State of Florida.

Attach evidence of required registrations in the form of a copy of the MFMP Registration verification from the MyFloridaMarketPlace Vendor Information Portal which can be obtained from:

- <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>

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

4.4.2.2 Registrations and Licenses

Each bidder whose field or area is governed by Chapter 399, 455, 489 or 633 of the Florida Statutes for licensure must hold a valid current license as required by the Statute. If the bidder is a corporation, he must also be properly registered with the State of Florida, Department of State, Division of Corporation. The reply must include copies of applicable Florida licenses, and registrations.

4.4.2.3 Certificate of Insurance

The reply must include a certificate of insurance.

4.4.2.4 Bid Bond **Not** Required

A bid bond is **not** required to accompany the reply.

4.4.2.5 Evidence of Ability to Provide Payment and Performance Bond Is **Not** Required

Evidence of the Vendor's ability to provide a payment and performance bond prior to contract execution, and for the duration of the contract, is **not** required to accompany the reply.

4.4.2.6 Location Map

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

[This space intentionally left blank]



View Vendor Detail

General Vendor Information

Vendor Status:	Active / Feb 23, 2012
Vendor 1099 Name:	W. W. Gay Mechanical Contractor, Inc (NOT CONTESTED)
Vendor Name:	W W Gay Mechanical Contractor, Inc
Short Name (Doing business as):	
Dun and Bradstreet Number (DUNS):	
Website:	http://www.wwgmc.com
W9 Status:	Valid W-9 on file
DFS W9 Last Update Date:	Oct 31, 2013
Business Designation	US Corporation
Primary Place of Business	FL

Certified Business Enterprise (CBE)

Minority-Owned Business Designation: Non-Minority Owned	Woman-Owned Designation: Non-Woman Owned	Veteran-Owned Designation: Non-Veteran Owned
---	---	---

Solicitation Selection

Registered to receive electronic solicitations: Yes

Florida Terms of Use

Accepted: 02/06/2004 by Dean Painter

Contacts

Contact Information



Name	Email	Phone	
Margaret Franck	mfranck@wwgmc.com	(904) 394-7201	☒ Main
Ted Williamson	twilliamson@wwgmc.com	(904) 394-7206	
Travis Camp	tcamp@wwgmc.com	(904) 394-7206	

Contact Responsibilities

Name	PO	Remit	Billing	Solicitations
Margaret Franck	✓		✓	
Ted Williamson				✓
Travis Camp		✓		

Locations

W W Gay Mechanical Contractor - 008 AC	▼
--	---

Commodity Codes

Commodity Codes

Code	Description
73161510	Chemical or pharmaceutical machinery or equipment manufacture services
72151001	Boiler maintenance service
72154102	Heat exchanger maintenance or repair service
72151207	Heating and cooling and air conditioning HVAC installation and maintenance service
72152900	Structural steel erection services



Code	Description
70171700	Irrigation system maintenance and management services
71131410	Pipeline cleaning services
76111600	Building component cleaning services
81101713	Electronic measurement and recording instrument engineering and design service
72151904	Chimney construction and maintenance service
72154201	Instrument or meter maintenance and repair service
71122702	Oilfield pumping unit maintenance services
72154056	Tank maintenance or repair service
72154100	Distribution and conditioning system equipment maintenance and repair services
72154303	Steam turbine maintenance service
73152108	Electrical equipment maintenance and repair service
72154300	Motive and electrical power generation equipment maintenance and repair services



Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JONES, PAUL VERNON JR

W. W. GAY MECHANICAL CONTRACTOR, INC.
524 STOCKTON STREET
JACKSONVILLE FL 32204

LICENSE NUMBER: CFC1430605

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JONES, PAUL VERNON JR

W. W. GAY MECHANICAL CONTRACTOR, INC.
3220 39TH ST
ORLANDO FL 32839

LICENSE NUMBER: CMC1250830

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hilb Group of Florida dba ICCF 1331 Palmetto Avenue Suite 100 Winter Park FL 32789	CONTACT NAME: Lisa Dowling PHONE (A/C, No, Ext): (407) 740-5337 FAX (A/C, No): E-MAIL ADDRESS: ldowling@hilbgroup.com														
INSURED W.W. Gay Mechanical Contractor, Inc. 524 Stockton Street Jacksonville FL 32204	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Co	16535	INSURER B: Steadfast Insurance Company	26387	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 22-23 JAX Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			GLO8283694-02	09/01/2022	09/01/2023	EACH OCCURRENCE		
	☐ CLAIMS-MADE ☒ OCCUR						\$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						MED EXP (Any one person)	\$ 10,000	
	OTHER: Employee Benefits						PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
							Per Occurrence	\$ 1,000,000	
A	☒ AUTOMOBILE LIABILITY			BAP8283696-02	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
								\$	
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB			SXS7863802-02	09/01/2022	09/01/2023	EACH OCCURRENCE	\$ 10,000,000	
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE	\$ 10,000,000	
	DED ☐ RETENTION \$ ☐							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWS9571645-01	09/01/2022	09/01/2023	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

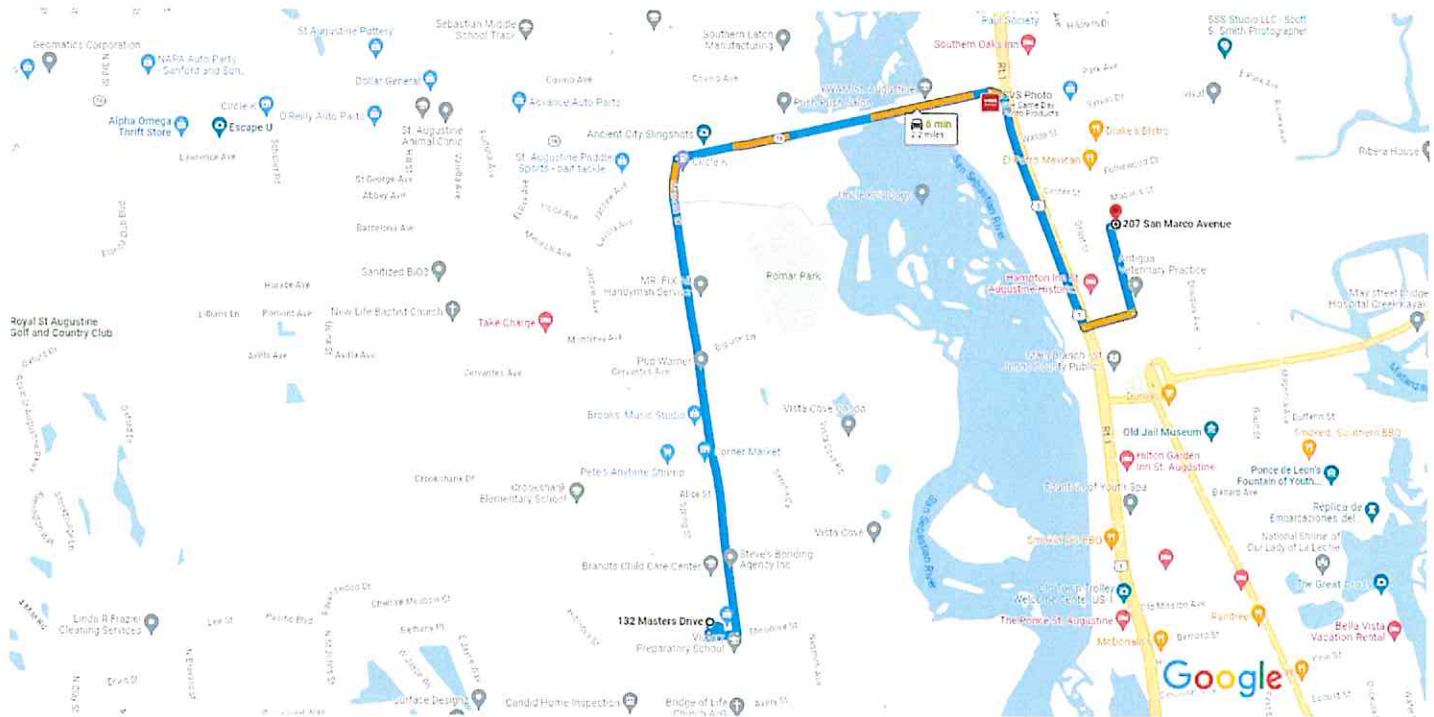
Florida School for the Deaf and the Blind 207 San Marco Avenue St. Augustine FL 32084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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132 Masters Dr, St. Augustine, FL 32084 to 207 San Marco Ave, St. Augustine, FL 32084

Drive 2.2 miles, 6 min



Map data ©2023 Google 500 ft

132 Masters Dr
St. Augustine, FL 32084

Take Theodore St to Masters Dr

42 sec (0.1 mi)

↑ 1. Head east toward Theodore St

223 ft

↶ 2. Turn left toward Theodore St

39 ft

↶ 3. Turn left onto Theodore St

259 ft

Drive along FL-16 E and N Ponce De Leon Blvd

5 min (2.1 mi)

↶ 4. Turn left at the 1st cross street onto Masters Dr

0.8 mi

↷ 5. Turn right onto FL-16 E

0.6 mi

↷ 6. Turn right onto N Ponce De Leon Blvd

0.4 mi

↶ 7. Turn left onto Dismukes St

456 ft

↩ 8. Turn left onto San Marco Ave

0.2 mi

↪ 9. Turn right at Gabriel St

⚠ Restricted usage road

ℹ Destination will be on the left

6 sec (56 ft)

207 San Marco Ave

St. Augustine, FL 32084

4.4.3 TAB 2: Required Vendor's Statements, Certifications, and Cost Proposal (mandatory requirement)

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

- APPENDIX A – Receipt of Addendum Form
- APPENDIX B – Identical Tie Bids Statement
- APPENDIX C – Public Entity Crimes Sworn Statement
- APPENDIX D – Affidavit of Compliance with Minority Business Participation
- APPENDIX E – Notice to Contractors
- APPENDIX F - Cost Proposal

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APPENDIX A – Receipt of Addendum Form

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

ADDENDA NO. 1 DATED 4/26/2023

ADDENDA NO. 2 DATED 4/26/2023

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDITIONAL ADDENDA:

DURING THE SOLICITATION PROCESS AND PRIOR TO BIDDING, **SITE VISITS** WERE MADE BY MY FIRM ON THE FOLLOWING DATE(S):

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this 2nd day of June, 2023.

BY: Tom Smith - President
(name of authorized principal)

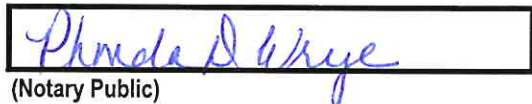

(Signature of principal in firm)

W.W. Gay Mechanical Contractor, Inc.
(firm name)

Mechanical - CMC1250830 Plumbing - CFC1430605
(Contractor's Florida Department of Business and Professional Regulations license number)

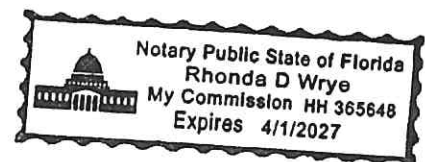
State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, Tom Smith - President who after being sworn by me, affixed his/her signature in the space provided above on this 2nd day of June, 2023.


(Notary Public)

My commission expires: April 1, 2027

END OF DOCUMENT



APPENDIX B – Identical Tie Bids Statement

Whenever two or more bids which are equal with respect to price, quality and service are received by 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:

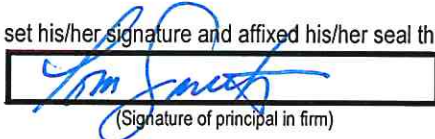
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 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 2nd day of June, 2023.

BY: Tom Smith - President

(name of authorized principal)



(Signature of principal in firm)

W.W. Gay Mechanical Contractor, Inc.

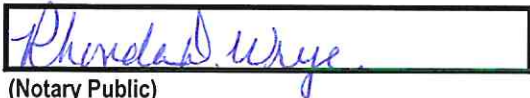
(firm name)

Mechanical - CMC1250830 Plumbing - CFC1430605

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

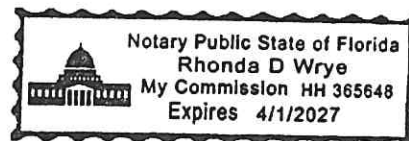
State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, Tom Smith - President who after being sworn by me, affixed his/her signature in the space provided above on this 2nd day of June, 2023.



(Notary Public)

My commission expires: April 1, 2027



END OF DOCUMENT

APPENDIX C – Public Entity Crimes Sworn Statement

STATEMENT PURSUANT TO §287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to by Tom Smith - President (print name and title)
for W.W. Gay Mechanical Contractor, Inc. (print name of entity submitting sworn statement) whose business address
is 524 Stockton Street, Jacksonville, FL 32204, and whose Federal Employer Identification Number (FEIN) is:

59-0977396

(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), Florida Statutes, 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), Florida Statutes 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), Florida Statutes, 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), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

(Indicate which statement applies by check mark.)



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

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

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

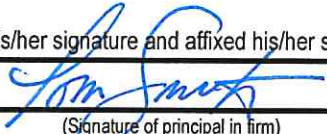
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO

ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, 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 2nd day of June, 2023.

BY: Tom Smith - President

(name of authorized principal)



(Signature of principal in firm)

W.W. Gay Mechanical Contractor, Inc.

(firm name)

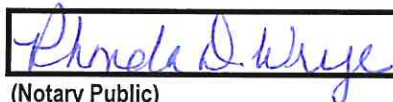
Mechanical - CMC1250830

Plumbing - CFC1430605

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

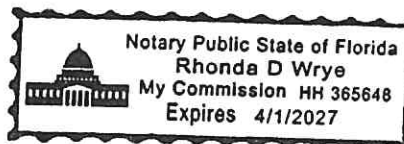
State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, Tom Smith - President who after being sworn by me, affixed his/her signature in the space provided above on this 2nd day of June, 2023.



(Notary Public)

My commission expires: April 1, 2027



END OF DOCUMENT

APPENDIX D – Affidavit of Compliance with Minority Business Participation

Comes now Tom Smith as President of
 (name) (position of authority)

W.W. Gay Mechanical Contractor, Inc. and after being sworn, deposes and states under oath:
 (name of firm)

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

CHECK BOX	MBE Participation
☐	State of Florida Certified MBE business (submit supporting certification documentation*)
☐	Eligible for Florida MBE certification ¹ , but not certified (submit supporting affidavit*)
☐	Ineligible firm with three MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
☐	Ineligible firm with two MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
☐	Ineligible firm with one MBE certified sub-consultant firm contracted (submit supporting documentation & affidavit*)
☐	Ineligible firm, or insufficient/no documentation submitted, or no selection made herein.

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

2. Our Firm has also taken additional action to solicit and encourage minority 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 2nd day of June, 2023.

BY: Tom Smith - President
 (name of authorized principal)


 (Signature of principal in firm)

W.W. Gay Mechanical Contractor, Inc.
 (firm name)

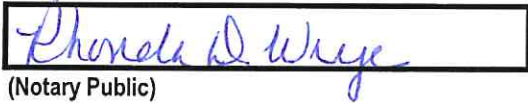
Mechanical - CMC1250830

Plumbing - CFC1430605

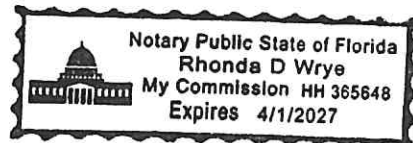
(Contractor's Florida Department of Business and Professional Regulations license number)

State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, Tom Smith - President who after being sworn by me, affixed his/her signature in the space provided above on this 2nd day of June, 2023.


 (Notary Public)

My commission expires: April 1, 2027



END OF DOCUMENT

¹ In accordance with the Eligibility Requirements promulgated by the State of Florida Department of Management Services and found at:
http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements

APPENDIX E – Notice to Contractors

If a contract is awarded, the CONTRACTOR acknowledges that:

1. They are aware of the “Badging” requirements stipulated in House Bill 21, passed by the 2013 Florida Legislature and signed by Governor Rick Scott which creates the requirement for a uniform, statewide identification badge to be worn by non-instructional contractors when on school grounds. The badge signifies that the non-instructional contractor has met the screening standards set forth in §1012.467, F.S.;
2. They have reviewed the “Campus Access ID Requirements” document found in the FSDB Solicitations DropBox folder accessible from the FSDB website;
3. The required background check will be conducted by a third party vendor (Fieldprint) and the vendor will require an FSDB specific Code for processing which shall be provided after award;
4. 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.
5. Once cleared each individual will be issued an FSDB identification badge. This identification must be displayed by the individual at all times. If any person working on campus fails to display the identification he will be escorted from the campus and not permitted to return.
6. All contractors are required to ensure that persons working under their contract have completed the required background check. This requirement applies to any sub-contractor working under general contract.
7. They are required to comply with these requirements **at their own expense**;
8. Failure of the contractor to ensure compliance with the previous requirements may lead to termination of this contract and the possibility of being denied future work at FSDB.

W.W. Gay Mechanical Contractor, Inc.

Name of Firm



Authorized Signature

Tom Smith - President

(Print Name and Title)

June 2, 2023

Date

END OF DOCUMENT

APPENDIX F: Proposal Form

Florida School for the Deaf and the Blind
Purchasing Department – Purchasing Analyst
207 San Marco Avenue
St. Augustine, FL 32084

Submitted by (Company Name):

☐ Decline to Bid

Project Name: Plumbing, Mechanical, HVAC, and Refrigeration Services RFP-23-089

To Whom It May Concern:

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

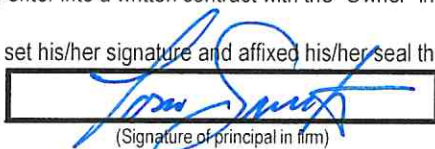
Description	Initial Term (Year 1)		Renewal Term 1		Renewal Term 2		Renewal Term 3	
	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate
HVAC Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Plumbing Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Refrigeration Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Mechanical Trade								
Journeyman (Hourly)	86.73	115.99	87.75	117.29	88.77	118.62	89.81	119.96
Apprentice/Helper (Hourly)	67.27	88.29	67.94	89.17	68.82	90.06	69.31	90.97
Equipment Rental Fees	Rental Cost +20%		Rental Cost +20%		Rental Cost +20%		Rental Cost +20%	
Truck Fee	\$15 per journeyman hour		\$15 per journeyman hour		\$15 per journeyman hour		\$15 per journeyman hour	
Materials Mark-up (%)	20%		20%		20%		20%	
Sub-contractor Mark-up (%)	20%		20%		20%		20%	

In consideration of the Agreement by the "Owner," the Bidder has agreed and does hereby agree, (1) that the attached proposal shall remain in full force and effect for a period of sixty (60) days after the time of the opening of this proposal, and that the "Bidder" will not revoke nor cancel this proposal or withdraw from the competition within said sixty (60) day period, (2) that in the event the contract is awarded to this "Bidder," he/she will within 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 2nd day of June, 2023.

BY: Tom Smith - President

(name of authorized principal)



(Signature of principal in firm)

W.W. Gay Mechanical Contractor, Inc.

(firm name)

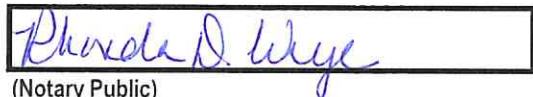
Mechanical - CMC1250830

Plumbing - CFC1430605

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

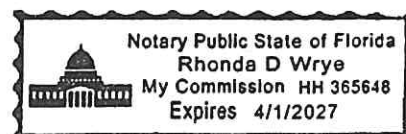
State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, Tom Smith - President who after being sworn by me, affixed his/her signature in the space provided above on this 2nd day of June, 2023.



(Notary Public)

My commission expires: April 1, 2027



4.4.4 TAB 3: Vendor's Qualifications

4.4.4.1 References

Submissions will include at least three (3) references from prior clients within the past three (3) years as of July 1 of the current year and shall include:

- 4.4.4.1.1 Project name
- 4.4.4.1.2 Project location
- 4.4.4.1.3 Project cost
- 4.4.4.1.4 Project completion date
- 4.4.4.1.5 Project description
- 4.4.4.1.6 Project owner representative name, title, phone number, and email address.

4.4.4.2 Current and Previous Business with State and Local Agencies

The reply must include a comprehensive list of all state or local governmental agencies with which the Vendor has a contract or has had a contract with in the past five years. The list must include the following information about each contract:

- 4.4.4.2.1 Name of the contracting state and local governmental agencies and the applicable office or program issuing the contract;
- 4.4.4.2.2 Contract name and number;
- 4.4.4.2.3 Starting and ending dates;
- 4.4.4.2.4 Total contract amount;
- 4.4.4.2.5 A brief description of the purpose of the contract and the types of services provided under the contract; and
- 4.4.4.2.6 Name and contact information of the Contract Manager.

4.4.4.3 Qualifications and Experience

The Reply must describe the background, experience, knowledge, skills and accomplishments of the Vendor and the individuals who shall be assigned to provide service to FSDB.

The Reply must describe the Vendor's experience in implementing similar services as specifically contemplated in this solicitation. Experience shown should be work done by the individuals who will be assigned to provide services as needed to FSDB as well as the overall experience of the Vendor. The Reply must state whether the Vendor was the prime contractor or a subcontractor in the examples and should provide a detailed description of the work that was accomplished.

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

4.4.4.4 Personnel

The Reply must describe the Vendor's proposed staffing, including:

- 4.4.4.4.1 The number of full-time equivalents (FTEs) and type of staff necessary to accomplish all of the tasks and other responsibilities under this solicitation and a distinction between staff members and subcontracted positions. Describe the rationale for the numbers and types of staff to be used. Provide information about specific training staff will receive including job-specific training. If entering into this contract would be an additional project for the respondent and staff are to be hired, provide a timetable for hiring and training.
- 4.4.4.4.2 The Reply must include a job description for each staff position, including: specific job functions; minimum educational, training, and experience requirements; salary range; and identify individual(s) responsible for supervision and performance evaluations. Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under the resulting contract.

Salary amounts, hourly rates, subcontracted costs, or other financial information relating to these positions may not be identified or discussed in the Programmatic Reply. All pricing considerations must be presented exclusively in the separate Cost Proposal Form (Appendix F).

4.4.4.1 References

Flagler Hospital Chiller #5 Replacement

Flagler Hospital – 400 Health Park Blvd. St. Augustine, FL 32086

\$83,967.00

02/21/2022

Replacement of one (1) 700 Ton Water Cooled Chiller. This was the last of three identical replacements, all performed by WW Gay Mechanical.

Stephen Jordan – Flagler Hospital, Director, Construction – 904-819-4694 –

Stephen.Jordan@FlaglerHealth.org

John Mathews – Trane Technologies, Project Manager – 904-805-2035 –

John.Mathews@trane.com

Flagler College – Ponce Hall Room Renovations

Flagler College – 74 King St. St. Augustine, FL 32084

\$243,997.00

09/16/2022

Replacement of plumbing fixtures and air distribution devices during the renovation of two dormitories serving Flagler College

AJ Wetherington – Flagler College, Facilities Maintenance Director – 904-687-8988 –

Awetherington@flagler.edu

Reese Davis – AD Davis Construction, Vice President – 904-824-3533 –

reesedavis@addavis.com

Gamble Rogers Elementary School – AC Replacements

Gamble Rogers Elementary School – 6250 US-1, St. Augustine, FL 32086

\$208,783.80

01/07/2022

Replacement of one (1) 25 Ton system, two (2) 10 Ton systems, and one (1) 5 Ton system serving Gamble Rogers Elementary.

Bruce Taylor – St. Johns County School Board, Supervisor for Maintenance Services

904-669-0867 – Bruce.Taylor@stjohns.k12.fl.us

Flagler College – Ponce Hall East Renovation

Flagler College – 74 King St. St. Augustine, FL 32084

\$8,293,482.00

Projected Completion of 07/28/2023

Complete installation of new domestic water and sanitary piping, new plumbing fixtures, new heating hot water and chilled water piping, and new hydronic AC system serving a dormitory of 160 rooms.

AJ Wetherington – Flagler College, Facilities Maintenance Director – 904-687-8988 – Awetherington@flagler.edu

Reese Davis – AD Davis Construction, Vice President – 904-824-3533 – reesedavis@addavis.com

Darel Campbell – Siemens Industry, Project Manager – 407-907-5435 – darel.campbell_ii@siemens.com

Flagler Hospital – CT/NUC Med Renovations

Flagler Hospital – 400 Health Park Blvd. St. Augustine, FL 32086

\$219,047.00

05/30/23

Perform plumbing, HVAC, and medical gas renovations in the CT/NUC Med department.

Stephen Jordan – Flagler Hospital, Director, Construction – 904-819-4694 – Stephen.Jordan@FlaglerHealth.org

Shane Tarno – Stellar, Project Manager – 904-536-2499 – starno@stellar.net

4.4.4.2 Current and Previous Business with State and Local Agencies

Florida School for the Deaf and the Blind

Contract C18043 – Mechanical, Plumbing, HVAC, Refrigeration Services

July 1, 2019 – June 30, 2023

\$500,000.00 per annum.

Provide maintenance, repair and replacement services for plumbing, mechanical, HVAC, and refrigeration systems as needed.

Guy Matlese - Executive Director of Construction & Facilities – 904-827-2369 –
malteseg@fsdbk12.org

St Johns County School Board

- 2023-25 Chiller Service, Repair, and Installation
May 14, 2023 – May 13, 2024
Perform maintenance, repair, and replacement to chillers and associated components as needed. Price per request
- 2019-26 Plumbing Services
March 10, 2023 – March 9, 2024
Perform maintenance, repair, and replacement to plumbing systems as needed.
Price per request
- 2020-04 HVAC Service, Repair and Installation May 13, 2023 – May 12, 2023
Perform maintenance, repair, and replacement to HVAC systems as needed.
Price per request

Patrick Snodgrass – St. Johns County School District, Director of Purchasing – 904-547-8941 –
Patrick.snodgrass@stjohns.k12.fl.us

St Johns Count Board of County Commissioners

23-MCC-WWG-18080 As-Needed Countywide Small Scale Construction, Renovation, Maintenance, and Repair Services

March 23, 2023 – December 31, 2028

Price per request

Provide maintenance, repair and replacement services for plumbing, mechanical, HVAC, and refrigeration systems as needed.

Leigh A. Daniels – St Johns County Purchasing Manager – 904-209-0154 – ldaniels@sjcfl.us

City of St. Augustine

GS2019-05A Annual Small Scale Construction

October 01, 2022 – September 30, 2023

Price per request

Provide maintenance, repair and replacement services for plumbing, mechanical, HVAC, and refrigeration systems as needed.

Tim Shields – City of St. Augustine, Facilities Manager – 904-669-0642 – tshields@citystaug.com

4.4.4.3 Qualifications

WW Gay Mechanical Contractor, Inc was established in 1962 and has performed mechanical construction services and plumbing/hvac service since it's inception.

All journeymen complete a five year apprenticeship through the local plumbers and pipefitters union. The field personnel have performed HVAC replacements, including but not limited to air cooled chillers, water cooled chillers, cooling towers, hydronic split systems, DX split systems, and package units. Field personnel has also performed plumbing services, including but not limited to fixture replacements/renovations, domestic water and sanitary repipes and new construction installations.

WW Gay Mechanical has provided maintenance/service to multiple entities for decades, including, but not limited to St. Johns County School Board, St. Johns County Board of Commissioners, City of St. Augustine, University of Florida – St Augustine Historical Society, Flagler College, University of St. Augustine, and Flagler Hospital.

WW Gay Mechanical, St. Augustine Division, has been performing projects and service/maintenance in St Johns County and St. Augustine City proper for over two decades, performing as both prime contractor and subcontractor.

4.4.4.4 Personnel

4.4.4.4.1

WW Gay Mechanical employs 1,400 employees on average, including, but not limited to mechanical engineers, project managers, estimators, safety specialists, billing specialists, journeymen with HVAC and Plumbing licenses, apprentices attending a five (5) year apprenticeship with school, and 24/7 delivery drivers for a fully stocked supply warehouse.

Journeyman and apprentices complete on the job training and five (5) years of apprenticeship schooling in addition to continuing education for specific manufacturers of HVAC units, drives etc., and backflow prevention certification.

Project Managers receive extensive on the job training and/or college education in Construction management, mechanical engineering and/or other business related/construction programs. Project managers also take advantage of many manufacturers specific training.

Billing specialists receive extensive onboarding/job training and/or college/formal education in accounting/business programs.

4.4.4.4.2

Project Manager

Description: Estimating, contract review, material/equipment procurement, customer satisfaction, project coordination, invoicing review, collections, project completion documentation.

Education/Experience: On job training through an assistant project manager program and/or college/formal education in construction management, mechanical engineering, or business/construction related programs.

Salary: \$50,000 - \$100,000 annually

Journeyman/Apprentice

Description: Project review, estimating assistance, project material take off, project coordination, onsite/owner coordination, safety coordination, equipment repairs, service, replacement and installation.

Education/Experience: Five years of on-site training and apprenticeship schooling in addition to various certifications and manufacturer specific training.

Salary: \$30,000 - \$100,000 annually

Billing Specialists

Description: Project invoicing, customer support, collections assistance.

Education/Experience: Extensive onboarding/job training and/or college/formal education in accounting/business programs.

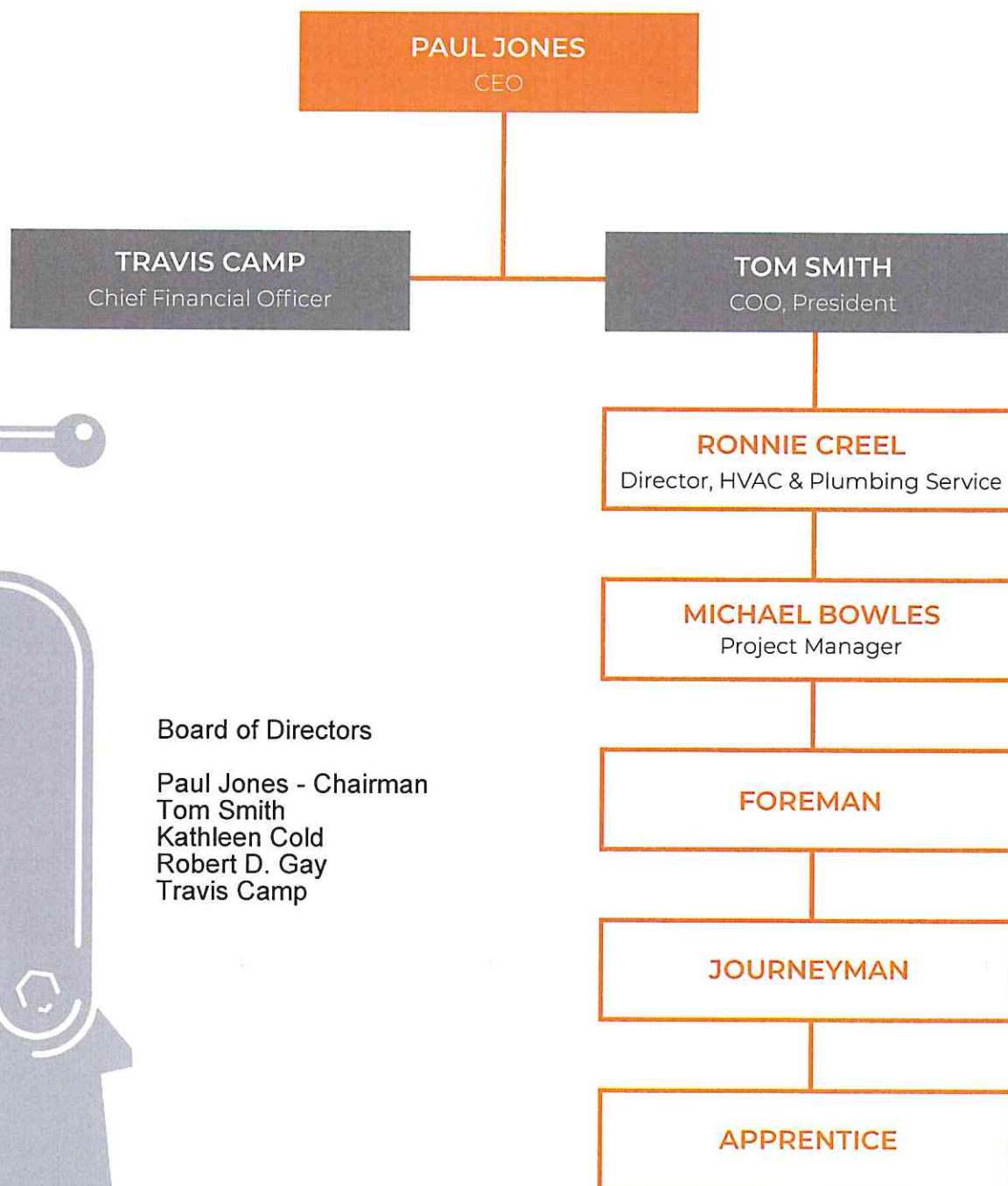
Salary: \$37,000 -\$50,000 annually

****All employees are subject to a bi-annual review of their supervision along with a self evaluation.**

4.4.4.5

W.W.GAY

MECHANICAL CONTRACTOR, INC.





CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that W.W. Gay Mechanical Contractor, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of W.W. Gay Mechanical Contractor, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

A handwritten signature in blue ink, appearing to read 'Matt Furlong', is written over a horizontal line.

Print Name: Matt Furlong

Title: Matt Furlong / Vice President Preconstruction

Date: 1/14/2026

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of Physical presence this 14th day of January, 2026 by Matt Furlong, Vice President Preconstruction, of W.W. Gay Mechanical Contractor, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Notary Seal

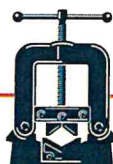
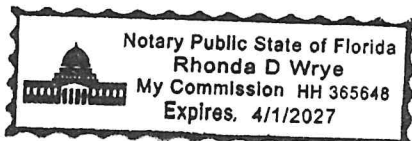
A handwritten signature in blue ink, appearing to read 'Rhonda D. Wrye', is written over a horizontal line.

Notary Public – State of Florida

Rhonda D. Wrye

Name typed, printed or stamped

My commission Expires: April 1, 2027





My Company Account

My Company Profile

Company Information

Company Name

W. W. Gay Mechanical Contractor, Inc.

Doing Business As (DBA) Name

Company ID

246573

Enrollment Date

Sep 04, 2009

Employer Identification Number (EIN)

96

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

500 to 999

NAICS Code

ector

onstruction

ubsector

pecialty Trade Contractors

[Edit Company Information](#)

Employer Category

mployer Category

ederal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

hysical Address

24 Stockton St
acksonville, FL 32204

ailing Address

ame as Physical Address

[Edit Company Addresses](#)



We have implemented a new policy and require more information for existing and future hiring sites.

umber of Sites

[Edit Hiring Sites](#)

Company Access and MOU

ly Company is Configured to:

erify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)





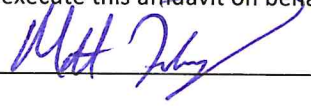
AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida
County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of W.W. Gay Mechanical Contractor, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 1/14/2026

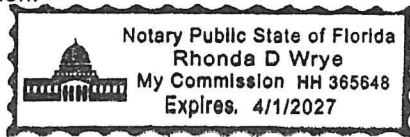
Signed: 

Entity: W.W. Gay Mechanical Contractor, Inc.

Name: Matt Furlong

Title: Vice President Preconstruction

Sworn to (or affirmed) and subscribed before me this 14th day of January, 2026, by Matt Furlong, Vice President Preconstruction.



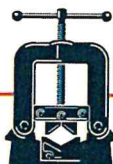
Notary Signature: 

Rhonda D. Wrye
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known XX

OR Produced Identification

Type of Identification Produced



RESOLUTION 2026-26
PLUMBING, MECHANICAL, HVAC, AND REFRIGERATION SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING W.W. GAY MECHANICAL CONTRACTOR, INC., CONTRACT WITH THE STATE OF FLORIDA, FLORIDA SCHOOL FOR THE DEAF AND BLIND FOR PLUMBING, MECHANICAL, HVAC, AND REFRIGERATION SERVICES AS NEEDED; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, W.W. Gay Mechanical Contractor, Inc., has expressed a desire to provide plumbing, mechanical, HVAC, and refrigeration services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the State of Florida, Florida School for the Deaf and Blind contract with W.W. Gay Mechanical Contractor, Inc., for plumbing, mechanical, HVAC, and refrigeration services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between State of Florida, Florida School for the Deaf and Blind and W.W. Gay Mechanical Contractor, Inc., for plumbing, mechanical, HVAC, and refrigeration services as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Price Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

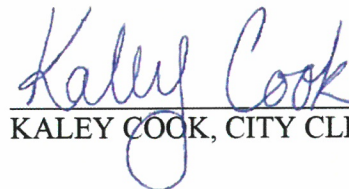
SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of February 2026.

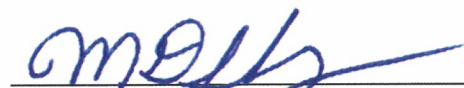
ATTEST:


KALEY COOK, CITY CLERK

CITY OF PALM COAST


MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY


MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" – Piggyback Contract with W.W. Gay Mechanical Contractor, Inc.