6

SUBJECT: PIGGYBACK OF FLORIDA STATE COLLEGE AT JACKSONVILLE CONTRACT #2022C-06R WITH REGISTER ROOFING & SHEET METAL, INC.

BID #: PSC-0099-22

OPEN DATE: N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF AWARD THROUGH JANUARY 31, 2023, WITH FIVE (5), ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED: N/A** **OTHER: N/A**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Florida State College at Jacksonville Contract #2022C-06R with Register Roofing & Sheet Metal, Inc. for Roof Repair & Replacement Delivery Order/Job Order Contracting Services The City will utilize the contract on an as needed basis for roofing installation and repair services. The period of service will be from the date of award through January 31, 2023, with five (5), one (1) year renewal options for a total award amount not-to-exceed $3,000,000.00.

Funding for this award to be encumbered by individual releases funded by the appropriate account and fiscal year. To be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Memo, Solicitation, Vendor Submittal, FSCJ Contract, Certificate of Insurance

ANALYST: _____
BRYAN MATUS

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE

April 04, 2022

MEMORANDUM

TO: Gregory W. Pease, Chief Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, Chief

SUBJECT: Register Roofing & Sheet Metal, Inc.
Recommendation to Piggyback Bid 2022C-06R
Roof Repair & Replacement Delivery Order/Job Order Contracting Services for FSCJ-Florida State College at Jacksonville

On February 09, 2022, FSCJ Bid 2022C-06R for Roof Repair & Replacement Delivery Order/Job Order Contracting Services was awarded to Register Roofing & Sheet Metal, Inc., effective February 09, 2022, through January 31, 2023. This agreement shall have the option to be extended for up to five (5) additional terms of one (1) year each, for a total of 6 years.

Accordingly, the Public Buildings Division recommends piggybacking on FSCJ Bid 2022C-06R with Register Roofing & Sheet Metal, Inc. for Roofing Installation and Repair Service's on an as needed basis, with a not-to-exceed limit of $3,000,000.00.

Funding will be encumbered by individual releases against the master blanket, dependent on funding, the appropriate account, and fiscal year. The initial term of the agreement will be from date of award through January 31, 2023, with the option to renew for up to five (5) one (1) year renewal periods and be documented by formal contract through the Office of General Counsel.

Your assistance in concurring with this recommendation would be appreciated. If you have any questions or concerns regarding this matter, please contact Sheila Kuhl at 904-255-4340.

Attachments:
1. Letter to offer piggyback
2. RFP 2202C-06R
3. Attachment A
4. Attachment B
5. Executed Contract Agreement
6. Piggyback Auth Letter 02092022
7. Certificate of Insurance (Approved by Risk Management)

cc: Steve Schlessinger, Public Works Contracts and Finance Manager
Bryan Matus, Procurement Analyst
Sheila Kuhl, Contract Administration Coordinator

Register ROOFING

RegisterRoofing.com
Phone: 904-215-8533
Fax: 904-213-7833

Date: February 16, 2022

To: Sheila Kuhl
Contract Administration Coordinator
City of Jacksonville

Subject: Piggybacking Bid/Award #2022C-06R
FSCJ Roof Repair & Replacement Contract

Mrs. Kuhl,

Register Roofing & Sheet Metal, Inc. extends to the City of Jacksonville the opportunity to piggyback Roof Repair and Replacement Services on FSCJ Contract #2022C-06R. This offer will allow contract services through January 31, 2023, wherein a renewal will be granted as requested. This offer is based off the original bid solicitation, RFP #2022C-06: Roof Repair & Replacement Delivery Order / Job Order Contracting Services.

We will provide the City of Jacksonville the same terms, conditions and prices as indicated in FSCJ Contract 2022C-06R and Supplemental Attachment B - Contractor RFP Bid Submittal.

If you have any questions or concerns, please don't hesitate to contact myself.

Sincerely,

Lincoln Register
President

4632 SUB CHASER COURT JACKSONVILLE, FLORIDA 32244

FSCJ Florida State College at Jacksonville

REQUEST FOR PROPOSALS

Roof Repair & Replacement Delivery Order/Job Order Contracting Services
College File No. 2022C-06

NOTICE TO LICENSED ROOFING CONTRACTORS:

Florida State College at Jacksonville is soliciting proposals which has a requirement in which your company may be qualified to submit a formal proposal in response to provide ongoing **Roof Repair & Replacement Delivery Order Contracting Services.** Companies and Joint Ventures licensed as Roofing and/or General Contractors in the State of Florida should apply. Minority participation is encouraged.

Submission documents and additional information can be obtained and submitted at the web link below:
https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=2022C-06&d=12/06/2021

If having technical issues, send an email to support@getall.com and include FSCJ RFQ 2022C-06 in the subject line. Submission information is also available on the College's web site at http://www.FSCJ.edu/bids and on the State of Florida Vendor Bid System, at www.myflorida.com.

NOTE: Non-Mandatory Pre-Proposal conference is scheduled for **11/9/2021 at 10:00 a.m.** via WebEx:
Event address for attendees:
https://fscj.webex.com/fscj/onstage/g.php?MTID=ead8573a4e634c7c4cc5e39cec205c7e1
Event number (access code): 2422 200 1853
Event password: VJqHuJBA253

Florida State College at Jacksonville will accept Qualification Submittals uploaded into the above designated web links before **2:00 P.M. on 12/6/2021** where they will be publicly opened **Via WebEx:** Event address for attendees: https://fscj.webex.com/fscj/onstage/g.php?MTID=e3d5df3180f2d675e603540612517d532
Event number (access code): 2429 068 7684

Agreement RFP #2022C-06R
Between
Florida State College at Jacksonville
and
Register Roofing & Sheet Metal, Inc.

ATTACHMENT A

(Request For Proposal #2022C-06)

FSCJ Florida State College at Jacksonville

ADDENDUM NO. 1

ISSUE DATE: **11/22/2021**

FSCJ RFP NUMBER: **2022C-06**

FSCJ RFP TITLE: **Roof Repair & Replacement Delivery Order/Job Order Contracting Services**

The above numbered solicitation is amended as follows:

- **Attachment "A" Clarifications, Questions and Answers**
- **Attachment "B" Sign-In Sheet from Public Pre-Proposal Meeting 11/9/2021 @ 10:00 a.m.**
- **Attachment "C" GetAll Solicitation Holders List a.k.a. Plan Holders List (As of 11/22/2021)**

The hour and date specified for receipt of bids:

X is not extended, remains: **December 6, 2021 at 2:00 p.m.**
_ is extended until: _____
_ posting date is extended until: _____

Except as provided herein, all terms and conditions of the solicitation, including changes made by all prior addenda (if any), remain unchanged and in full force and effect.

Bidders must acknowledge receipt of this addendum prior to the time set for receipt and opening of bids as specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning one copy of this addendum.
(b) By acknowledging receipt on the copy of the bid submitted.

FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this addendum, you desire to change an offer already submitted, such change may be made by letter, provided such letter makes reference to the solicitation and this addendum and is received prior to the opening hour and date specified.

_____
Randi Brokvist
Executive Director of Purchasing

(Complete this portion)

TO BE RESPONSIVE ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF ADDENDUM #1

COMPANY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

FSCJ RFP: **2022C-06**

Attachment A

FSCJ RFP TITLE: **Roof Repair & Replacement Delivery Order/Job Order Contracting Services**

ADDENDUM NO. 1

CLARIFICATIONS

1. **The Question Deadline has expired.**

2. **In order for a Contractor to Submit their Proposal Documents, first the Contractor will need to sign into and register through the GetAll eBidding System. Submission documents and additional information can be obtained and submitted at the web link below:**
https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=2022C-06&d=12/06/2021

   If having technical issues, send an email to support@getall.com and include FSCJ RFQ 2022C-06 in the subject line.

3. **Referencing RFP 2022C-06 Solicitation Document, Section 1.00 "Overview", Paragraph 1.04 (page 5): General Contractor licensed firms will be an acceptable equivalence to a Roofing Contractor licensed firms.**

4. **Referencing RFP 2022C-06 Solicitation Document, Section 3.00 "Problem Statement/RFP Objectives", Paragraph 3.01 (page 15): Mechanical Contractor licensed firms is modified to read Roofing Contractor licensed firms.**

5. **Referencing RFP 2022C-06 Submittal Document Section 5.80 "Company Financial Strength and Bonding Capacity", Paragraph 5.804 (page 43), the following verbiage is deleted from the solicitation:**

   Information provided will be utilized to calculate the maximum dollar value per project and the maximum dollar value under contract at any one time as follows:

   Maximum dollar value per project is defined in SREF Chapter 4, Section 4.1(3) as the maximum value of each project can be up to twice the value of the largest project previously completed, but shall not exceed the contractor's single bonding capacity or ten (10) times the net quick assets dollar amount. (NOTE: Whichever is the SMALLEST value)

   Maximum dollar value under contract at any one time is defined in SREF Chapter 4, Section 4.1(2) as the total dollar value of work the contractor will be permitted to have under contract at any one time as determined by the contractor's aggregate bonding capacity or ten (10) times the net quick assets dollar amount. (NOTE: Whichever is the SMALLEST value)

QUESTIONS AND ANSWERS

1. **Question:** Please describe how the task orders will be awarded to those contactors who are selected for this IDIQ contract. Based on the preproposal meeting it is understood that Contractors will not bid against each other and awards will be based on whichever contractor "answers the phone". What mechanism or process is used to ensure all contractors get a chance to work on a project. If the policy is to issue the work to the first contractor to "answer the phone" please describe which contractor is called first and how is that determined.

   Response: **As stated in RFP Solicitation, Section 2.00 "Existing Conditions", Paragraph 2.08: "The College does not utilize a rotating project assignment system. Although each campus and center selects the contracted Contractor(s) in which to request project proposals, a Contractor may have projects in process at multiple campus's or centers simultaneously." Therefore, for Re-Roofing projects, the College personnel will reach out to the Contractor for a proposal for the scope of work needed. If the Contractor does not respond, the College personnel has the option to reach out to another awarded contractor for the proposal for the same scope of work needed until a response is received.**

   Please notate any specialty certifications for applications within RFP Submittal, Section 5.10 "Company Unique Qualifications and Past Experience", Paragraph 5.114 and incorporate the Issued Certificate(s) with Licensures. This information may be utilized for existing roof small repairs contractor selections.

Attachment B

Sign-In Sheet from Public Pre-Proposal Meeting held on 11/9/2021 @ 10:00 a.m.

Pre-Proposal Conference Web-Ex Sign-in Sheet
RFP #2022C-06: Roof Repair Replacement Delivery Order/Job Order Contracting Services

Event Name	Event Start Time	Event End Time	Name	Attendee Email	Join Time	Leave Time
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Monroe, Audrey B.	a.monroe@fscj.edu	2021-11-09 09:54:10	2021-11-09 11:35:23
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Noelle Tafaoa	noelle.tafaoa@fscj.edu	2021-11-09 09:55:15	2021-11-09 11:35:23
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Chris White	cwhite@bbgcontracting.com	2021-11-09 09:56:55	2021-11-09 11:35:23
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Vince Niesen	vince@jenkinsroofinginc.com	2021-11-09 09:56:45	2021-11-09 11:35:17
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Cole Childers	cchilders@tectaamerica.com	2021-11-09 09:58:19	2021-11-09 11:35:23
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Jesse Howard	jesse@registerroofing.com	2021-11-09 09:58:01	2021-11-09 11:35:08
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Chris Alls	christophera@advancedroofing.com	2021-11-09 10:01:01	2021-11-09 11:35:15
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Anna Rodgers	arodgers@cyeinc.com	2021-11-09 10:02:44	2021-11-09 11:35:12
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Chris Alls	christophera@advancedroofing.com	2021-11-09 10:04:18	2021-11-09 11:35:23
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Brian Guillemette	bguillemette@cyeinc.com	2021-11-09 10:01:13	2021-11-09 11:31:19
2022C-06 Pre-RFP Mtg	2021-11-09 10:00:00	2021-11-09 12:00:00	Linwood Geiger	lgeiger@bbgcontracting.com	2021-11-09 10:01:12	2021-11-09 10:04:10

GetAll Solicitation Holders List a.k.a. Plan Holders List (As of 11/22/2021) *Attachment C*

Solicitation: 2022C-06 - Roofing Repair and Replacement Delivery Order Contracting Services

Company		Viewed Date & Time
Pond and Company	RizzoD@pondco.com	Tuesday, November 2, 2021
DLR Group	mchaffin@dlrgroup.com	Tuesday, November 2, 2021
Supplier View	erfp@sysoft.com	Thursday, October 28, 2021
McCurdy Walden, Inc.	bobbie@mccurdywalden.com	Friday, October 29, 2021
BBG Contracting Group, Inc.	cwhite@bbgcontracting.com	Friday, October 29, 2021
Artisan Rebuilders LLC	emma@artisanrebuilders.com	Monday, November 1, 2021
Prime Vendor Inc.	laurie@prime-vendor.com	Monday, November 1, 2021
Construction Journal	bids@constructionjournal.com	Friday, November 5, 2021
CYE	bguillemette@cyeinc.com	Monday, November 8, 2021
CYE Enterprises, Inc.	arodgers@cyeinc.com	Monday, November 8, 2021
Vic's Painting and Reconstruction	jimr@vicspainting.com	Monday, November 15, 2021
Legacy Roofing	smoore@roofsbylegacy.com	Tuesday, November 16, 2021

Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or college in Florida or elsewhere

Florida State College at Jacksonville does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | equityofficer@fscj.edu

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500 for questions about the accreditation of Florida State College at Jacksonville. The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.

Florida State College at Jacksonville
501 West State Street
Jacksonville, FL 32202

REQUEST FOR PROPOSAL (RFP)

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES
FSCJ RFP NO.: 2022C-06

Randi Brokvist
Executive Director of Purchasing

FSCJ NO.	**2022C-06**
RFP Information:	**Audrey B Monroe, amonroe@fscj.edu**
RFP Issue Date:	**10/28/2021**
Submittal Information is available electronically at websites:	**www.fscj.edu/bids and www.myflorida.com and web-link located on page 3**
Non-Mandatory Pre-Proposal Conference	**11/9/2021, 10:00 a.m. – 11:00 a.m. Via WebEx:** As defined in Section 8 "Schedule" and on Page 3
Deadline to Submit Written Request for Clarification to the web-link located on page 3	**11/19/2021 @ 5:00 p.m.**
Submission Deadline:	**12/6/2021, 2:00 p.m. web-link located on page 3**
Public RFP Opening	**12/6/2021, 2:00 p.m. Via WebEx:** As defined in Section 8 "Schedule" and on Page 3
Public Evaluation Committee Meeting:	**12/14/2021, 9:00 a.m. – 12:00 p.m. Via WebEx:** As defined in Section 8 "Schedule"
Optional Public Interviews:	**12/20/2021, 9:00 a.m. – 3:00 p.m.,** As defined in Section 8 "Schedule"
Oral Evaluation Committee Meeting of Finalists:	**12/20/2021, directly following last interview, location** As defined in Section 8 "Schedule"
District Board Of Trustees Approval of top ranked firm(s)	**2/8/2022**
Tabulations are Posted on the FSCJ Purchasing Web Site:	**1/4/2022 Posting (on or about)** **1/7/2022 Posting Taken Down**

PROPOSAL'S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE RFP/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. THIS FORM IS FOR YOUR USE AND NOT TO BE SUBMITTED WITH YOUR RESPONSE TO THIS RFP.

ON THE REQUEST FOR PROPOSAL (RFP) SHEET (Page #1 of this Request For Proposal Submittal):

1. Company name, mailing address, telephone, FAX number and Federal ID# blocks are all correctly entered on the Request for Proposal Sheet? ___

2. Minority Business Enterprise Type # correctly entered? ___

3. If not submitting a RFP, have you noted "No RFP" on page #1 of the RFP Submittal? Have you stated your reason(s) for not submitting a proposal? ___

4. **Is your RFP proposal signed by an authorized officer of the company submitting this proposal? ___**

REVIEW OF REQUEST FOR PROPOSAL (RFP) SUBMISSION:

1. **Is your total proposal submission less than the Section 1.07 defined total maximum page count? ___**

2. All requested documentation been incorporated in section document is requested in? ___

3. Have you completed the Request for Taxpayer Certification (W-9) form noting your tax employer identification number (or SSN) in the appropriate block? ____

4. **Have you included with your proposal a $10,000 bid bond or cashier's check in Section 5.90? ____**

PROPOSALS RETURNED UNSIGNED ARE CONSIDERED NON-RESPONSIVE AND ARE NOT ELIGIBLE FOR AWARD! PLEASE ENSURE THAT YOUR RFP/PROPOSAL SUBMITTAL IS SIGNED BY AN AUTHORIZED OFFICER FOR YOUR COMPANY.

All proposers are alerted to pay special attention to all sections contained in this Request for Proposal which state to be responsive; they shall be completed and submitted as part of the response to the solicitation in order for your proposal to be considered responsive.

To Provide: Roof Repair & Replacement Delivery Order/Job Order Contracting Services on an ongoing indefinite quantity "As Needed" basis

Submission documents and additional information can be obtained and submitted at the web links below:
https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=2022C-06&d=12/06/2021

If having technical issues, send an email to support@getall.com and include FSCJ RFP 2022C-06 in the subject line. Submission information is also available on the College's web site at http://www.FSCJ.edu/bids and on the State of Florida Vendor Bid System, at www.myflorida.com.

NOTE: Non-Mandatory Pre-Proposal conference has been scheduled for 11/9/2021 at 10:00 a.m. via WebEx:
Event address for attendees:
https://fscj.webex.com/fscj/onstage/g.php?MTID=ead8573a4e634c7c4cc5e39cec205c7e1
Event number (access code): 2422 200 1853
Event password: VJqHuJBA253

Florida State College at Jacksonville will accept Proposal Submittals uploaded into the above designated web links before 2:00 P.M. on 12/6/2021 where they will be publicly opened Via WebEx:
Event address for attendees:
https://fscj.webex.com/fscj/onstage/g.php?MTID=e3d5df3180f2d675e603540612517d532
Event number (access code): 2429 068 7684

The College reserves the right to reject any portion or all proposals, to resolicit RFPs or not, and to waive informalities as deemed in the best interest of the College.

Having carefully examined the terms, general conditions, general specifications of this solicitation and special conditions and by signing and submitting your formal proposal thereto including the following commitment and agreement:

ANTI-COLLUSION STATEMENT: The Proposer by signing and submitting a proposal has "not" divulged to, discussed or compared his/her proposal with any other Proposer(s) and has not colluded with any other Proposer(s) or parties to a proposal whatsoever.

NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this proposal and the Proposer being debarred for not less than three (3) years of doing business with the College.

DISCRIMINATION: Any entity or affiliate who has been placed on the discriminatory contractor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. This is in accordance with HB 2127, Section 6(3)(a), all invitations to RFP, as defined by 287.012(11)FS, Request For Proposals, as defined by 287.012(15)FS, and any written contract document of the state shall contain a statement informing entities of the discrimination provisions.

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7.00	Evaluation Criteria Matrix /Basis of Award	Page 27 – 28
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RFP Submittal Documents Under Separate Cover:

PHASE I Evaluation Criteria Submittal Requirements.....On Separate Cover

1.00 Overview

1.01 Florida State College at Jacksonville (College) has a requirement for which your company may be qualified to submit a formal proposal in response to this RFP #2022C-06.

1.02 This RFP solicits the submittal of priced proposals from qualified roofing contracting firms that can partner with the College to provide ongoing Roof Repair & Replacement Delivery Order Contracting (DOC) (AKA: Job Order Contracting – JOC) and related services for fast paced Roof Repair & Replacement projects with the projected not-to-exceed $2,000,000 per term construction cost not to exceed $500,000 per project.

1.03 The intent of this RFP is to establish indefinite quantity contract(s) to be utilized on roofing projects where contract award time is of the essence or a life safety issue needs to be quickly addressed on an "as needed basis."

1.031 It is the College's intent to award indefinite quantity Roof Repair & Replacement Delivery Order Contract(s):

- For projects up to $500,000 with a licensed roofing contractor with formula pricing using a bid co-efficient factor using the most current R.S. Means localized cost database as defined in Lot #1.
- For projects up to $25,000 with a licensed roofing contractor may utilize the Lot #2 Material and Labor Discounted pricing OR the Lot #1 formula pricing using a bid co- efficient factor using the most current R.S. Means localized cost database, whichever is the lowest total cost.

1.04 **To be responsive, this RFP #2022C-06 requires the proposer/contractor:**

a) Submit with their proposal a $10,000 bid bond or cashier's check.
b) Has been in the commercial/institutional roofing construction industry at least two (2) full years.
c) Currently holds a Florida State Roofing Contractors license.
d) Primary business is roofing contracting services.

1.05 **To be responsive, proposers shall submit with their proposal a $10,000 bid bond or cashier's check.** Each proposal shall be accompanied by a cashiers or certified check of the Contractor, or a Bid Bond duly executed by the company as principal and having surety thereon a surety company licensed in the State of Florida, in the amount of $10,000.00. Such checks will be returned to all except the "short listed" Contractor(s) within thirty (30) days after the opening of the proposals, and the remaining checks will be returned promptly after the Owner and the accepted Contractor have executed the contract, or, if no award has been made, within forty five (45) days after the date of the opening of proposals, upon demand by the Proposer, at any time thereafter, so long as he has not been notified of the acceptance of his proposal. Refer to Schedule , Section 8.00 for anticipated dates.

1.06 To be considered responsive, applicants **shall uploaded to the defined web-link located on page 2 *before 2:00 p.m. on 12/6/2021*** "all" documentation as defined in the PHASE I Evaluation Criteria Proposal Submittal Requirements for which submitting qualification consideration. **Please DO NOT use symbol characters in the file name such as #, "", or & signs as the file will not upload properly. If having technical issues, send an email to support@getall.com and include FSCJ RFP 2022C-06 in the subject line.**

1.07 **Instructions as to Preparation of Response:**

1.071 **APPLICANTS ARE HIGHLY ENCOURAGED TO FOLLOW THE RFP NUMERICAL SEQUENTIAL FORMAT OF THIS RFP #2022C-06 and to utilize the Section Seperator Tab Sheets provided.**

1.072 Submittals **shall not exceed 75(*) total pages** in length to include not only all required FSCJ forms and attachments but any documents that are included in your submittal.

***NOTE: Exclusions to the 75 page count:** The table of contents, the drug-free signature form (Section 5.10, Attachment B) or policies, Minority Business Enterprise/Woman Business Enterprise Certificate (Section 5.10, Attachment C) or Certifications, FSCJ addendum signature sheets and tab sheets. If your proposal in total exceeds this 75 page limit, **only the first 75 pages** (including any referred to pages) of your Proposal Submittal will be evaluated. Cover letters are neither required nor desired.

1.073 To be responsive your submission shall be signed by an authorized employee/officer with the authority to bind a contract.

Modifications of proposals already submitted will be considered if received as designated in the RFP prior to the time set for public opening of proposals.

1.08 **Public bid opening:** Florida State College at Jacksonville will conduct a Public proposal opening at **2:00 pm on 12/6/2021 Via WebEx: As defined in Section 8 "Schedule".** Pursuant to HB 7223/FS 119.071 the College will not be reading aloud the individual Request For Proposal submitted rates/ prices at the Public Opening and only open the individual proposals and publicly announce who a proposal was received from. Sealed proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents.

1.09 Any proposal submitted **shall** have proposed rates/prices firm for at least 120 calendar days from public opening to allow adequate time for college evaluation, board of trustee approval as well as, contract negotiation and execution.

1.10 **Pre-Proposal Conference:** The College has scheduled a Non- Mandatory attendance RFP **pre-proposal conference on 11/9/2021 at 10:00 a.m. via WebEx: As defined in Section 8 "Schedule"** to provide proposers an opportunity to ask questions.

1.11 **RFP INQUIRES:** In order to maintain a fair and impartial competitive process, the College shall avoid any oral communication with prospective proposers other than through the purchasing office during the proposal preparation and evaluation period. However, all proposers will be provided a copy of all written questions **(submitted prior to 5:00 p.m. 11/19/2021)** of the College's responses, unless the written inquiry pertained to an administrative or procedural matter to the attention of:

Audrey B. Monroe
Purchasing Construction Contracts Coordinator
Florida State College at Jacksonville
Email: amonroe@fscj.edu

Interested proposers may only submit questions or requests for clarification in writing by the scheduled date **DIRECTLY THROUGH THE PROVIDED WEB-LINK. All written questions are due no later than 5:00 p.m. 11/19/2021.**

1.12 **EXPLANATIONS TO PROPOSERS**: Any explanation desired by a contractor regarding the meaning or interpretation of the request for proposal, resultant Form of Agreement, etc. must be requested in writing by the scheduled date DIRECTLY THROUGH THE PROVIDED WEB-LINK. Any interpretation made will be in the form of a written addendum which will be furnished by email to all known prospective proposers. ORAL EXPLANATIONS OR INSTRUCTIONS given either at a pre-proposal conference or provided before the submittal of proposals or prior to award of the resultant contract will **NOT** be binding on the College.

1.13 **ADDENDA**: Any addenda issued prior to the opening of the RFP for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the RFP and related documents. Since all addenda are available to proposers the Purchasing website at www.fscj.edu/bids and posts DIRECTLY THROUGH THE PROVIDED WEB-LINK, it is each proposer's responsibility to check with the issuing office and immediately secure all addenda before submitting your proposal. The FSCJ Purchasing Department uses email addenda to all known prospective contractors, but no guarantee can be made that addenda will be received. Its receipt by the proposer must be acknowledged by one of the means set forth in the addendum.

1.14 As deemed in the College's best interest, the College reserves the right to:

1.141 Reject any or all proposals submitted, or portion of a proposal, or
1.142 To resolicit proposals or not, or
1.143 To waive informalities, or
1.144 To issue to all proposers Request for Information (RFI's), or
1.145 To request(s) for clarification/information, or
1.146 To solicit best and final offers from all or finalist firms.
1.147 To negotiate a satisfactory award of any portion(s) of this RFP to the top-ranked firm.
1.148 To terminate negotiations with the top-raked firm if satisfactory contract can not be negotiated and enter into negotiations with the next ranked proposer until a satisfactory contract can be negotiated and entered into.
1.149 To utilize contract #2022C-06 or other publically solicited contracts available to FSCJ.

2.00 Existing Conditions

2.01 Florida State College at Jacksonville (College) located in Northeast Florida has five (5) campuses and two (2) centers and provides instruction to over 45,000 students each year and has approximately 1,371 fulltime employees.

2.02 The College's campuses and centers are:

2.021 Downtown Campus (DNT): 101 West State Street, Jacksonville, FL 32202
- Advanced Technology Center (ATC): 401 W. State St. Jacksonville, FL 32202
- Administrative Offices (AO): 501 W. State St., Jacksonville, FL 32202
- Urban Resource Center (URC): 601 W. State St., Jacksonville, FL 32202
- Main Street Bldg.: 940 North Main Street, Jacksonville, FL 32202

2.022 Kent Campus (KC): 3939 Roosevelt Blvd., Jacksonville, FL 32205
- Cecil Center: 5640 POW-MIA Memorial Parkway, Jacksonville, FL 32221
  - Physical Location: North - 5640 POW-MIA Memorial Parkway, Jacksonville, FL 32221
  - Physical Location: South - 13450 Lake Fretwell St., Jacksonville 32215

2.023 North Campus (NC): 4501Capper Road, Jacksonville, FL 32218
- Nassau Center: 76346 William Burgess Blvd., Yulee, FL 32097

2.024 South Campus (SC): 11901 Beach Blvd., Jacksonville, FL 32246
- Fire Academy of the South: 2700 Firefighter Memorial Drive, Jacksonville, FL 32246
- EMS Training Facility: 11980 Alden Road, Jacksonville, FL 32246

2.025 Open Campus / Deerwood Center (DWC): 9911 Old Baymeadows Road, Jacksonville, FL 32256

2.03 Florida State College at Jacksonville (College) with over 2 million square feet of air-conditioned space on approximately 846 acres within its campuses and centers which annually identifies numerous remodeling and renovating projects on each campus/center that requires the College as a political subdivision of the State of Florida to request funding and evaluate the urgency of the projects.

2.04 Proposers are encouraged to contact each Campus/Center Point-of-Contact (see Section 5.10, Attachment E) to schedule a site visit prior to the question/request for clarifications **deadline of 11/19/2021 at 5:00 p.m. The FSCJ Site Visit Certification Form (Section 5.10, Attachment E) will need to be submitted with your proposal whether or not a representative of your firm visits any OR all sites. Site visits are NOT mandatory** although, all proposers are to be familiar with each Campus/Center by reviewing the Overview of each Campus/Center prior to the site visit. **NO QUESTIONS WILL BE ADDRESSED DURING THE SITE VISIT(S), AS ANY QUESTIONS WILL NEED TO BE SUBMITTED IN WRITING PER SECTION 1.10.**

2.05 Approximately six (6) years ago, the College solicited proposals to provide Roof Repair & Replacement Delivery Order Contracting Services and awarded annual indefinite quantity contracts to two (2) Roofing Contractors (BBG Contracting Group, Inc. and Register Roofing & Sheet Metal, Inc. formerly known as J. Register Company, Inc.) to perform general Roof Repair & Replacement Delivery Order Contracting Services for projects up to a current maximum value of $400,000 on an "as needed basis". These contracts are in their last and final renewal period ending 1/31/2022.

2.06 It is the College's intent to recommend to its District Board of Trustees meeting on 2/8/2022 that College administration be authorized to enter into a satisfactory agreement with the top ranked #2022C-06 proposer(s), as deemed in the College's best interest. If a satisfactory contract cannot be negotiated, the College will be authorized to commence negotiation with the next ranked proposer. The College intends

to award contract #2022C-06 to commence on or about 2/9/2022. The College reserves the right to award a contract to a single contractor or to multiple contractors as deemed in the best interest of the College.

2.07 It is the College's intent if issuing multi-award contracts would be to cover peak multi-campus simultaneous demand periods, such as winter break and to not bid awarded contractors against each other on the same project as defined in FS 287.055 (2)(g).

2.08 The College does not utilize a rotating project assignment system. Although each campus and center selects the contracted Contractor(s) in which to request project proposals, a Contractor may have projects in process at multiple campus's or centers simultaneously.

2.09 The College issues per project assignment specific funded Purchase Orders. The Purchase Order issuance is dependent on the "as needed requirements" of the campus or center requesting the services. Any campus or center may have multiple Purchase Orders issued concurrently, dependent on the service required for that campus or center.

2.10 The College is a political subdivision of the State of Florida, as such is a self-permitting entity, the awarded contractor is required on each project to:

2.101 Coordinate FSCJ permitting requirement with the College's Facilities Department Building Code Official.

2.102. Clarify with end users (requesting department personnel) before quoting a project, coordinating with the College the need for utilizing on a project selected outside architectural or engineering firm required for progress inspections, payment authorizations and close-out inspections of the project/job in addition to College inspections so as to build into R.S. Means quotes adequate inspection time and cost.

2.11 The Contractor acknowledges and understands that the Roof Repair & Replacement Contracting services are being performed on public property owned or leased by Florida State College at Jacksonville, which may at various times during the completion of the project/job be occupied by students, faculty and College employees. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

2.111 The Contractor **shall** immediately remove from the job site, for the duration of the job, any employee or sub-contractor employee personnel making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

2.112 The Contractor **shall** enforce strict discipline and good order among their employees and subcontractor employee at all times. Contractor's personnel shall have absolutely no contact with students or staff, <u>other than</u> administrative personnel or designated representatives, with the exception of emergency situations.

2.113 Contractor and Sub-contracted employees **shall** wear a uniform identifying the firm they represent. The College reserves the right to exclude anyone from entry into College proper for noncompliance with this requirement.

2.114 Prior to beginning employment and/or assigned to the College's Premises Contractor shall require/ensure its employees, agents, representatives undergo a certified Florida Criminal History Record Check consistent with the standards for security of the College's population, staff and the building, in which Premises are located. Contractor shall be responsible for costs/expenses associated with the Florida Criminal History Record Check. For additional information on ordering record checks, please visit the following link regarding Florida Criminal History Records Checks http://www.fdle.state.fl.us/Criminal-History-Records/Record-Check

2.115 E-VERIFY: Pursuant to State of Florida Executive Order No. 11-116, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system https://www.e-verify.gov/ to verify the employment of all new employees and independent contractors hired by the Contractor during the contract term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the contract, utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

2.116 The Contractor **shall** comply with the trench safety standard, where relevant, in accordance with the Trench Safety Act sections 553.60 through 553.64., F.S.

2.12 The Contractor, Subcontractors, and their employees will refrain from using foul, abusive, or profane language on College property. The College as of March 1, 2013 is a 100% Tobacco Free on all College grounds. Smoking, use of any tobacco products or carrying firearms/weapons or illegal drugs are prohibited on College property, including all buildings, grounds and parking lots.

2.13 On January 6, 2015, Florida State College at Jacksonville (FSCJ) District Board of Trustees approved Board of Trustees Rule #6Hx7-8.4 in which Engineers and Architects performing design services for the College shall indicate on all building plans that no asbestos-containing building materials are to be used.

As a part of the College's self-permitting process, all contractors performing work for the College shall comply with all Federal, State, local, and College regulations and policies regarding asbestos. Contractors performing remodeling or renovation activities shall:

- Provide general awareness training for employees working on College projects so that employees are able to identify suspect asbestos-containing materials if found during work activities;
- Immediately cease work and notify the College's Project Manager and Campus Representative if suspect asbestos-containing materials are discovered during work activities;
- Utilize no asbestos containing building materials. Contractors should use resources such as Safety Data Sheets, product labels, and product manufacturers to make a proper determination. Manufacturers may use the mineral names only, rather than referring to a material as asbestos. Asbestos minerals include chrysotile, amosite, crocidolite, tremolite, actinolite, and anthophyllite; and
- Provide the College a letter stating that work will be performed in compliance with all Federal State, local, and College regulations and policies regarding asbestos and certifying that no asbestos-containing building materials were used.

2.14 Overview of Each Campus/Center:

2.141 Summary Of The Size, Use, And Condition Of The College's Physical Plant: Building and Covered Walkway Areas 2013: REFERENCE FACILITIES Inventory of Jan. 31, 2013

FACILITIES SITE # & NAME	ACRES	GSF	NO. OF BUILDING	BUILT DATES
Downtown Campus	35.8	529,526	7	1979
North Campus	160.0	462,033	22	1971-06
Kent Campus	37.9	414,011*	8	1980-04
South Campus	337.7	618,097	35	1971-05
Nassau Center	102.0	118,114	18	1993-08
Open Campus / Deerwood Center	14.1	516,385*	2	1994-07 (Renovated)
Cecil Center North & South	140.5	187,186	6	2001-2012
District Admin	6.5	82,853	1	1982-04
Main Street Bldgs.	2.1	70,839	3	1974-09

*includes parking garage.

a. **DISTRICT ADMINISTRATION CENTER, DOWNTOWN CAMPUS & MAIN STREET CENTER**

Downtown Campus, District Administrative Offices, Advanced Technology Center, Urban Resource Center, and Support Services Facilities are interrelated and relatively contiguous. They occupy seven adjacent city blocks along State Street, separated by Laura Street, Pearl Street and Broad Street in downtown Jacksonville. Consequently, these five sites are considered as one campus for planning purposes. The combined area of the Downtown Complex consists of twelve buildings with 683,282 gross square feet (GSF) / approximately 597,223 conditioned square feet on about forty acres.

The Downtown Complex includes diverse but related elements. From west to east they are:

- **Urban Resource Center** – Approx. 55,835 conditioned square feet. Completed in 1992, an academic facility that houses Student Services, Institute of Occupational Safety and Health, Pre-Collegiate Studies, Resource Development and Institutional Advancement.

- **District Administrative Office** – Approx. 78,505 conditioned square feet. Completed in 1982, an ancillary center - The Administrative Offices building houses the College President Office, Senior College Executive staff, centralized administrative support staff, Foundation staff, Artist Series Operations staff, Finance/Purchasing staff, Human Resources, Facilities Management and Construction, Marketing and Communication, General Counsel and Institutional Effectiveness and Accreditation, and the Boardroom for the District Board of Trustees.

- **The Advanced Technology Center** – Approx. 126,739 conditioned square feet. Completed in 2001, includes high technology classroom and lab instructional facilities for the Downtown Campus.

- **Downtown Campus** - Approx. 312,968 conditioned square feet between 4 buildings. Buildings A, B, C, & D – includes instructional and student service facilities of Downtown Campus. Buildings A, B, and C were completed in 1979 with Building D renovated in 2003.

- **Main Street Building** – Acquired in 1982, is an ancillary center comprised of two buildings that provide centralized logistical/distribution support to the College. 11 West State Street (approx. 6,748 conditioned square feet). 940 Main Street Building (approx. 16,482 conditioned square feet) is used for administrative offices.

- **35 West State Street Building** – 30,791 GSF with no conditioned areas. Located on the East end of the campus is currently used for surplus equipment storage and vehicle maintenance. Originally constructed as an auto dealership but is nearing the end of its useful life. Basic building maintenance is becoming cost prohibitive so a replacement project is being planned for future implementation. This may include demolishing the existing building and developing an adaptive reuse project that incorporates extensive remodeling of the adjacent aging building at 11 W. State Street.

b. **KENT CAMPUS**

- Kent Campus was completed in 1979. It has eight buildings with 414,011 GSF (with approx. 287,690 square feet of conditioned space between 7 buildings A-G) on approximately 37.9 acres which includes a main auditorium space. Kent Campus serves the western and southwestern areas of Duval County. This Campus is in an urban area surrounded by major roads and residential areas and only has a half acre of remaining developable property. It faces a major thoroughfare - Roosevelt Boulevard - connecting the town of Orange Park in Clay County and the region's largest Navy Base with Downtown Jacksonville.

c. **CECIL CENTER**

- After the Navy vacated Cecil Field in August of 1999, the Aviation Center of Excellence was established as what is now called Cecil Center South, located to the south of Normandy Blvd. The College leases two buildings (J & K) from the City of Jacksonville and Building H from the Jacksonville Aviation Authority at the former Naval Base. All three of the buildings were remodeled and now house the College's aviation-related programs. The former Navy Public Works office, Building J, houses avionics instructional programs in as part of the College Aviation Center of Excellence. Building J has an approx. 10,918 square feet of air conditioned space. Building K has an approx. 17,350 square feet of air conditioned space.

- These facilities were followed by construction of a new 46,697 GSF education facility (Bldg. A) and a Truck Driving Facility (Bldg. G) at Cecil Center North on 130 acres owned by the College located to the north of Normandy Blvd. More recently, a new 134,889 GSF Hangar, the Aircraft Service Educational Facility, was constructed at Cecil Center South adjacent to the runway. The facility was developed in partnership with the Jacksonville Aviation Authority to teach maintenance, repair, overhaul, and aircraft painting. The Cecil Center North portion of the center is planned as a six building educational center for general AA & BA programs to serve west Duval County. Previous master plans included a second academic educational facility at Cecil Center North and a Military Public Safety and Security (MPSS) Fire Arms Training Center at another Cecil Field location. The Center continues to expand to accommodate the needs of growing programs for the community and businesses in the area.

d. NORTH CAMPUS

- North Campus, the oldest campus, opened in late 1970. This Campus serves northern and northwestern Duval County and much of Nassau County through its center, the Betty P. Cook Nassau County Center. It has twenty-three buildings with 462,033 GSF on 160 acres. Of the 20+ buildings on site, buildings A-F, K and P are conditioned, with a combined total of approx. 356,551 square feet of air conditioned space.
- Buildings F and K, located in the middle of North Campus site have a total of 19,565 s.f. of conditioned space.
- The most recently constructed building, the Criminal Justice Center (Building P), was completed in June 2000. Building P as approx. 50,995 s.f. of air conditioned space.

e. BETTY P. COOK NASSAU COUNTY CENTER

- The College constructed this Center on 102 acres in Nassau County to meet the specific needs of local residents. The initial 20-acre parcel, acquired in 1987, was increased to a 102-acre campus and is now a full service center supplemented by course offerings at the North Campus. It also provides conference and outdoor "team building" training facilities for local organizations and corporations on the initial 20-acre parcel.

- Currently the Center has 18 buildings with 118,144 GSF of floor area. Outdoor Educational Center (OEC) consists of 11-12 small buildings (cumulatively 23,128 s.f. of conditioned space) including bunk houses, classrooms, caretaker's home, etc. A relatively new (47,095 GSF / 37,747 conditioned s.f.) Betty P Cook building (Wings A-C) for instructional and support services was completed in August 2000. More recently, the College, along with the Nassau County School District received funding for a joint use Technical Career Center (TECH or T Building). The completed (44,982 GSF/43,904 conditioned s.f.) joint-use facility provides much needed training for high school and College students in high demand vocational areas.

f. SOUTH CAMPUS

- South Campus is the College's largest campus in acreage and number of buildings opened in 1971. It serves the southern and eastern portion of Duval County. Currently, the Campus has thirty-five buildings with 618,097 GSF on about 338 acres. Approximately 530,616 square feet in 26 buildings of the South Campus are conditioned.

- South Campus is divided in half by a major utility easement. A portion of the Campus is wetlands and conservation areas protected from development but it still has approximately 57 developable acres remaining. The southern half of the Campus facing Beach Boulevard contains the majority of the academic buildings.
  - The largest building (in terms of conditioned area) Building M1 – Performing Arts Center with a total of 87,277 conditioned s.f.
  - Building M2 has a conditioned area of 52,545 s.f.
  - Building M3 has 17,015 s.f. of conditioned space and Bldg. M4 has 8,138 conditioned space. has 4 AHU's with electric heat strips.
  - Buildings A-D (corners of the structure) have approx. 14,600 s.f. of conditioned space each. Building E and F (perimeter structures) have approx. 7,500 s.f. of conditioned

space each. The entire 3rd floor and the center of the structure is Building G - 73,650 s.f. of conditioned space. Building H has approx. 5,600 s.f. of conditioned space.

- Building N has 27,248 s.f. of conditioned space. Building U has 41,097 s.f. of conditioned space.
- Building T has approx. 19,684 s.f. of conditioned space.
- Building R is a Gymnasium with approx. 65,792 s.f. air conditioned space, Building S (approx. 5,000 s.f. with less than 300 conditioned) is part of the second, smaller plant. It houses the chiller, boiler and a small work shop. Building Y houses daycare with approx. 5,000 s.f. conditioned space.
- Last building is Building Q – approx. 6,621 s.f. of conditioned space.

- The northern half of South Campus is used by the Colleges Fire Training Academy with its assortment of fire training areas and simulation facilities. The Fire Training program originally opened in the early 1980's. The facility at the Fire Training center was completed in December 2010 and includes an instructional lab building and a state of the art Burn Ship Simulator. A second phase of this project includes an Aircraft Rescue Fire Fighting (ARFF) training facility, which was completed in December 2014. It is an integral facility for the Fire Fighting Training program and includes an Aircraft Burn Simulator, supporting infrastructure, equipment and an ARFF vehicle. Collectively, Buildings W1, W2, W5 have approx. 26,500 s.f. of conditioned space.

g. **OPEN CAMPUS/DEERWOOD CENTER**

- The Open Campus/Deerwood Center (DWC) was originally constructed as a retail mall that was acquired by the College in April 1994. The Center consists of 281,807 GSF (281,389 conditioned) of instructional and student support service areas and a 500 space parking garage on approximately 14 acres. The Center provides a full-range of academic programs in an important business district of the city and houses the College's network operations center and the on-line programs of Open Campus.

- The first phase of remodeling was completed in 2000 and since then, the facility has experienced rapid growth in enrollment. To meet this new demand, the College acquired the balance of the retail space in the mall and constructed the parking garage. This newly acquired retail space was remodeled in 2009, providing additional instructional space along with constructing an Information Learning Commons. The final phase of the project remodeled the vacated backfill areas and was completed in August of 2010. The Open Campus/Deerwood Center continues to achieve high enrollment and strong participation in all its programs.

3.00 Problem Statement/RFP Objectives:

To identify qualified contractor(s) who can provide the College the best combination of preferred Roof Repair & Replacement Delivery Order/Job Order Contracting services/management services and the overall best total value.

3.01 It is the College's objective to solicit the submittal of proposals from qualified Mechanical Contractor licensed firms to provide Roof Repair & Replacement Delivery Order/Job Order Contracting and related services though the process as allowed by Florida Statute 255.103 defined herein.

3.011 It is the College's intention that the resultant contract(s), if approved by the District Board of Trustees at their 2/8/2022 board meeting, would be for an initial contract period of 2/9/2022 or upond full contract execution through 1/31/2023 with up to five (5) optional one (1) year extension termed periods. Renewal of each term would be subject to satisfactory performance, continued need, mutually agreeable terms and conditions, continued receipt of adequate appropriations by the State of Florida Legislature, and District Board of Trustee approval of extension. In the event that the contract(s), resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services as long as the accumulative maximum amount of $12,000,000 has NOT been reached; the College may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the contract, and with the written consent of the Contractor(s), extend the contract(s) for such comparable period of time as may be necessary to permit the College's to re-solict for the continued supply of the identified services.

3.012 The anticipated contract(s) shall have <u>a maximum per funded purchase order (job/project) issuance not to exceed $500,000 with a maximum capped term period expenditure of $2,000,000.</u> The resultant contract(s) would be for individual projects less than $500,000 where individual projects greater than $200,000 would require a Duval County recorded 100% performance and payment bond issued by a surety licensed to do business in the State of Florida and establish a guaranteed completion date. It is the College's intent; the awarded contract(s) will be resolicited if the fifth-year extension term ends or an accumulative maximum contract amount of $12,000,000 is reached, whichever occurs first.

3.013 Projects greater than $200,000 which extend beyond the issued Notice To Proceed established guaranteed completion date in which liquidated damages would apply will be calculated utilizing the Liquidated Damages General Formula for each calendar day or delay:

<u>Substantial Completion Liquidated Damages</u> = Const. Cost x .08 Divided by 360 Days (min. $100/Day)

<u>Final Completion Liquidated Damages</u> = Const. Cost X .04 Divided by 360 Days

3.014 Unfunded annual requirement contract(s) will be awarded to the successful contractor(s). No deliveries are to be made or services provided thereunder each fiscal year until funded purchase orders are issued by the College purchasing department. All such orders will cite the basic contract number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the instructions contained in the funded purchase orders.

3.015 CONTRACTOR shall accept a written Notice of Intent to issue a Purchase Order or other written notification authorizing CONTRACTOR to proceed from the Executive Director for Purchasing, or designee, should the project be deemed of an extremely time sensitive or of an emergency nature/safety to life in which awaiting receipt of said OWNER Purchase Order is not feasible before commencing any work.

3.016 The quantities set forth herein are estimates only and are based upon past experience and projected usage. The college cannot guarantee, therefore, that the entire quantity of any or all items will be ordered during the period of the contract. Conversely, during the period of the contract, the college reserves the right, as necessary, to order quantities in excess of the estimated quantities at contract prices.

3.02 Any resultant contract shall be governed by the laws of the State of Florida and would include a ninety (90) calendar day termination provision without cause or cost for both parties.

3.03 Material Supplies and Equipment - Owners Sales Tax Exemption: Contractor shall include in solicitations of subcontractor bids in accordance with Section 9.00 herein regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. Contractor from time to time is encouraged to recommend to the College that it purchase raw materials / equipment directly on an OWNER Purchase Order (PO) net of State of Florida sales tax by submitting a tax agreement signed by the subcontractor and completed manual Requisition for tax saving direct purchases (refer to Exhibit "B" of Section 9.00). The College, in turn, would do a deductive change order to Contractor PO equal to the value of the raw materials plus the sales tax saved.

3.031 In all cases the parties will attempt to identify materials of significant cost that can be purchased by the College without the payment of sales taxes. Significant cost is defined for these purposes as an amount of materials or equipment in excess of $5,000 per Purchase Order. The parties agree to use their best efforts to identify these items prior to the signing of a particular delivery order.

3.032 If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:

- Owner shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per Exhibit A and Exhibit B of Section 9.00.

3.033 In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.

3.034 If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:

- Contractor may designate an item as suitable for tax exempt purchase.
- Upon notice to Owner both parties will determine, by agreement, whether the item shall be purchased by the Owner so as to be tax exempt.
- Within five (5) business days of notification, the parties shall agree whether the tax exempt purchase shall be initiated.
- Upon agreement, the parties will initiate a tax exempt purchase in compliance with Florida law, where Owner will be responsible for builders risk insurance and loss up until the raw

materials/equipment is incorporated into the project.

- When the tax exempt purchase is completed, the amount of money due to contractor shall be reduced by the cost of the item, plus applicable sales tax.
- If either party determines that the item should not be purchased in a tax exempt manner, then the purchase of the item will be made by the Contractor as contemplated in the proposed delivery order.
- If Owner delays in making a decision about the tax exempt purchase or delays in the completion of the forms necessary to complete the purchase, then the delay in purchase shall excuse timely performance by Contractor to the extent of the delay.

3.035 In no case shall Owner pay Contractor the cost of any item, or the tax associated with its purchase, if Owner has directly purchased the item under its tax exempt authority.

4.00 Proposal Guidelines/Scope of Services

4.01 CONDITIONS AFFECTING THE WORK: Proposers are encouraged to attend the non- mandatory attendance pre-proposal conference meeting and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Proposers should also carefully examine the RFP documents so that they are accurately informed regarding any and all conditions and requirements contained therein that may in any manner affect the work to be performed. The College will not assume any responsibility for proposers' cost to submit proposals or their errors and omissions caused by failure of the part of the proposer to inspect and familiarize themselves with the contract documents.

4.02 **CONE OF SILENCE:** From the time the public advertisement of this RFP takes place until the RFP is awarded and approved by the Board of Trustees, a vendor shall not contact any other College personnel or members of the College's District Board of Trustees, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this RFP process and contractor will not receive further consideration in reference to this RFP.

4.03 **NON-EXCLUSIVE:**
The College reserves the right as deemed in the best interest to not utilize the awarded contractor(s) and to directly solicit and separately purchase Roof Repair & Replacement Contracting and related services as required.

4.04 **THE AWARDED CONTRACTOR SHALL:**

4.041 Provide qualified appropriately licensed contractors employees to perform all Roof Repair & Replacement services.

4.042 Be an "independent contractor" providing all required equipment, materials, tools, necessary labor, etc. services for the various types of Roof Repair & Replacement services in the College's buildings, facilities and property for the work to be performed as specified on each issued Purchase Order.

4.043 Sell FSCJ only OEM new and unused parts as required.

4.044 Utilize all manufactured items and fabricated assemblies shall comply with applicable requirements of, but not limited to, Occupational Safety and Health Act and any standards thereunder.

4.045 Maintain all insurance as specified in Section 11.00 titled " Special Conditions and General Conditions for Construction" located under paragraph 8.01, and provide and maintain for all terms of the agreement.

4.046 Maintain all required licensures authorizing work of this scope as listed RFP #2022C-06 Section 5.117.

4.047 At all times guard from damage or loss of property of the College or of other contractors or sub-contractors and shall replace or repair at its cost any loss or damage unless such be caused by the

College, other contractors or sub-contractors. The College may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor their agents or subcontractors.

4.048 Be responsible for the prompt removal of all debris resulting from his delivery.

4.049 At all times keep the construction area, including storage areas used by the Contractor, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the College. Upon completion of the Roof Repair & Replacement Services, the Contractor shall leave the work and premises in a clean, neat and as original condition satisfactory to the College.

4.0410 In accordance with FS 255.103, for compliance of FS 255.20 and SREF Section 4.2(2) projects equal to or greater than $300,000, the FSCJ contracted Architect/Engineer drawings and specifications must be referenced on any proposal in which scope of work is to be performed. The FSCJ contracted Architect/Engineer name in which provided drawings, specification and construction administration must also notated.

4.0411 The proposer/awarded contractor shall be prepared to begin full scale operations on 2/9/2022 or upond full contract execution.

4.05 REPORTS:

4.051 MINORITY PARTICIPATION: The College has established a minority outreach program, which has averaged 19 percent of contracts being awarded to small disadvantaged certified minority/women business enterprises (W/MBE) contractors, suppliers and sub-contractors. In support of the Minority Outreach Monitoring Program, participation by minority/women owned and controlled businesses is encouraged the awarded contractor shall provide the College Minority/Woman Owned Business award reports.

The awarded contractor shall provide the College Minority/Woman Owned Business usage semi-annual reports to the attention of the College Executive Director of Purchasing. This semi-annual report shall include at a minimum a summary of the following: All disadvantaged/minority owned business sub-contractor /supplier (on College projects) usage by name of sub-contractor, type of minority/woman owned and dollar amount of the award.

4.06 GENERAL CONDITION:

4.061 FAMILIARITY WITH LAWS: The proposer is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant contract shall include requirements that the performance of work and resultant contract shall be governed by the laws of the State of Florida.

4.062 ALTERNATE FUNDING SOURCE REQUIREMENTS: Whenever applicable, the Contractor will adhere to all applicable Federal, State, and local ordinances, to include, but not limited to:
Federal Civil Rights Act of 1964
Immigration Reform and Control Act of 1986
State of Florida Workers' Compensation Act
Davis-Bacon Act
Occupational Health and Safety Act
Environmental Protection Agency Laws
Florida Environmental Protection Division Regulations
Florida Department of Transportation Regulations
Copeland Anti-Kick Back Act
FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002

NOTE: Subsequent contract(s) to this RFP can be utilized for any project in which FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002 requirement would be applicable.

Contractor will be notified at the time of proposal request of special funding sources and if additional documentation will be required.

4.063 RIGHT-TO-KNOW LAW: It shall be the responsibility of the successful company to comply, fully, with the Florida Right-To-Know Law, and to provide the College's Safety Coordinator with any and all Material Safety Data Sheets (MSDS) of hazardous materials to be used at the college on a project.

4.064 TOXIC SUBSTANCES: The awarded contractor shall comply with chapter 87-202, Laws of Florida. The awarded contractor involved in any manner with toxic substances in construction, repair or maintenance of the College shall notify the College's Safety Coordinator, in writing, of any substances to be used which is enumerated in the Florida Substances List, at least three (3) working days prior to using the substance. The notification shall contain: (1) the name of the substance to be used, with MSDS or SDS sheet; (2) where the substance is to be used; and (3) when the substance is to be used. If the awarded contractor uses subcontractors, the successful company shall be responsible for ensuring that all subcontractors comply with Chapter 87-202.

4.065 This RFP solicits a level of exceptional Roof Repair & Replacement service to be comparable to the finest operations in the United States. Further, a service that is sensitive and responsive to the needs of the campus and compatible with the educational and cultural objectives of the College.

4.066 Contractor **shall** disclose with their proposal the names of any College employees or District Board of Trustees members, which are also owners or employees of your company.

4.067 PAYMENT AND PERFORMANCE BONDS: At the Contractor(s) expense, the Contractor(s) awarded the contract(s) shall furnish and maintain payment and performance bonds for all individual projects costing $200,000 or more. At all times, the company will have a total bonding capacity of at least $1 million for work associated with this contract. Awarded contract(s) will be required to submit and maintain 100% performance and payment bonds throughout the duration of individual projects greater than $200,000 and as specified in Section 10.00, Special Condition 10.04 attached hereto.

4.068 RECORDING PERFORMANCE AND PAYMENT BONDS: Chapter 88-397, Laws of Florida, modifies FS255.05 (1) (a) to require any person entering into a formal contract for public work ... to record in the public records of the county where the improvement is located, the payment and performance bond furnished for the improvement. The recording office for projects in Duval County is the Duval County Unified Courthouse Facility located at 501 West Adams, Jacksonville, Florida 32202.

The Contractor will provide the College Purchasing Department the recorded 100% performance and payment bond for all delivery order's projects under this contract #2022C-06 within 7 business days of written project specific Notice of Award request.

4.07 **ESUPPLIER INFORMATION**: By submitting the College a bid, **the winning contractor(s) agrees** that the College payment to your company may be made electronically by ACH or other electronic method. The College requires the attachment of your completed W-9 form to register on the College's e-Supplier online system in order for the College to make payment.

4.08 **PAYMENT:** Payments will be made by the College after (a) service has been received and found to fully comply with specifications and properly invoiced or (b) a project has been determined by College personnel to be substantially complete with regard to installation of equipment and related services. Invoices must show the College Purchase Order number and RFP number, 2022C-06, and be submitted to the College as directed per Purchase Order.

4.081 Projects equal to or greater than $200,000 can have, at the College's discretion, a Florida State College at Jacksonville assigned Architect/Engineer to provide drawings, specification and construction administration. In accordance with the State Requirements for Educational Facilities (SREF), ALL Projects equal to or greater than $300,000 will have a Florida State College at Jacksonville assigned Architect/Engineer to provide drawings, specification and construction administration:

- Not less than thirty (30) days after the previous application, the Contractor shall submit to the Architect/Engineer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment.
- Application for Payment for Federally funded Projects shall also include all supporting documentation for the payment period to include but not be limited to; Labor Logs as required by the Davis-Bacon Act and cerification of Sub-Contractor payment.
- If the Contractor has made Application for Payment as above, the Architect/Engineer will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate.

4.082 RETAINAGE: Effective October 1, 2020, retainage percentages shall as stated:

In accordance with FS 255.078 (1) and FS 218.735 (8) (a), with regard to any contract for construction services, the Owner may withhold from each progress payment made to the contractor an amount not exceeding 5 percent of the payment as retainage.

In accordance with FS 255.078 (6) and FS 218.735 (8) (e), retainage withholding does not apply to any contract for construction services if the total cost of the construction services purchased as identified in the contract is $199,999.99 or less.

In accordance with FS 218.735 (8) (e), does not apply to construction services which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

4.09 **PERMITTING:** The College is a political subdivision of the State of Florida, as such is a self permitting entity, the awarded contractor is required on each project to:

4.091 Coordinate FSCJ permitting requirement with the College's Facilities Department Building Code Official.

4.092 Clarify with end users (requesting department personnel) before quoting a project, coordinating with the College the need for utilizing on a project selected outside architcual or engineering firm of the project/job in addition to College inspections so as to build into quotes adequate inspection time and cost.

4.093 PROJECT BUILD DRAWINGS: The Contractor is to include in R.S. Means quotes on Project Requests, as the College will require not only as built drawings but also PDF drawings.

4.094 REUSE OF EXISTING PLANS: Upon completion of the project all drawings, plans, specifications or other materials, whether in print or electronic format, prepared by the contractor, and/or sub-contractors in relation to a project/job shall become the property of the College. College owns all rights, including all intellectual property rights, in all original materials it makes available to the contractor or its employees during the delivery of services under this agreement. Contractor agrees that it shall not permit any third party to either duplicate or reproduce any materials in any manner without College's prior written permission. The College shall have the right without additional cost to use these documents or make unlimited reproductions thereof at will as it may desire for remodeling, renovation and/or additions, without further obligation to the contractor and without further liability on the part of the contractor with respect to the reuse of the documents.

4.010 **PUBLIC RECORDS:** Proposer acknowledges that the College, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

Proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered

a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed herein.

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

In addition to other contract requirements provided by law, the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.

b) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville 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 of 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 Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

If a Contractor does not comply with a public records request, the Florida State College at Jacksonville shall enforce the contract provisions in accordance with the contract.

Contractor shall notify the College designated contact each time it receives a public records request for public records Contractor has in its possession.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE OWNER CONTRACT ADMINISTRATOR).

5.00 Proposal/Interrogatories/ PHASE I Evaluation Criteria

Proposers are to submit each of the Section #5.00 Subsection (#5.10 through #5.90) completed ("entire") as directed herein, the proposal submittal **shall** include, at a minimum, a detailed response to all of the interrogatory questions. Failure to fully answer **all** questions/inquiries may cause your RFP submittal to be considered **non-responsive. The College evaluation committee will evaluate responsive written proposals submitted** using evaluation criteria defined herein. Please assure your proposal follows the RFP #2022C-06 numerical order format. All proposers are encouraged to utilize the sectional tab separation sheets provided.

Section 5.10 Company Unique Qualifications and Past Experience:

The committee evaluation will include reference to your company's past experience and unique qualifications providing Roof Repair & Replacement Contracting services. The committee will assign a total score up to 5 points to proposers based on the degree of their unique qualifications and "related" past experience. (0 – 5 points)

Section 5.20 References:

The evaluation committee will review written responsive proposals submitted, including evaluating your references with the completed Section 5.20, Attachment A-2 surveys to quantify both the quality of your services provided and similar services. The committee will assign up to 15 points for exceptional references. As such, the committee will evaluate all reference check forms returned by your client and included within your submittal, add up each reference check numerical score to create a grand total, divide that grand total by the # of references received by the defined due date to calculate an average score and then mathematically convert the average to the scale range of 0 - 15 as defined in this solicitation. (0 - 15 points)

Section 5.30 Proposed Project Staff Qualifications and Experience:

The committee evaluation will include your proposed staff qualifications including, but not limited to:

a. Your proposed on-site management/organizational chart and regional and national support.
b. Specific qualifications, educational background, and experience of staff proposed to operate and manage the College's account.

The committee will assign up to 5 points based on the proposed, staffing plan proposed and proposed staff qualifications. (0 – 5 points).

Section 5.40 Scope of Services Proposed Including Disaster Recovery:

The committee evaluation will include both the proposer's overall scope of services proposed to the extent of the functionality and prior experience implementing and managing a multi-location large Delivery Order / Annual Services contract and on the extent, scope and degree of your proposed disaster recovery services. The committee will assign up to 5 points based on the breadth of scope of services proposed meeting or exceeding the RFP specifications, prior experience including project management, for an annual indefinite quantity DOC contract and commitment to provide defined services. (0 – 5 points)

Section 5.50 Proximity and Response Plan:

The evaluation committee will include evaluation of proposer's repair/service address and response time. The committee will assign up to a total of 5 points of which up to 2.5 points are based on the proximity (0-2.5 points) and up to 2.5 point are based on Response Plan (0-2.5 points). (Combined 0 – 5 points)

Section 5.60 Projected Work Loads, Willingness to Meet Time & Budget Requirements:

The committee evaluation will include the proposers' current and projected workloads as the extent of experience in adequate demonstrating the ability to complete this project along with their current backlog of projects. The committee evaluation will also include the applicants' current and past projects as the extent of experience in providing a willingness and demonstration of meeting time restraints and budget requirements. The committee will assign up to 5 points based on the capacity to manage current workload/backlog on projects currently working on and anticipated projects, and commitment to meet a clients' time and budget restraints defined services at FSCJ. (0 – 5 points)

Section 5.70 Volume of Work Previously Awarded by the College:

The evaluation committee will include evaluation of the Delivery Order Contracting Services work performed for the College within the last 5-years. The committee will assign up to 5 points as defined below. (0 - 5 points)

Section 5.80 Company Financial Strength and Bonding Capacity:

The committee evaluation will include evidence provided of your company's financial strength. The Committee will assign up to five (5) points based on the degree of proposers' financial strength. (0 – 5 points)

Section 5.90 Total Cost/Value:

The committee will assign up to a total of 50 points for a total cost/value of which up to 25 points are based on the Lot #1: Local R.S. Means Formula Co-Efficient Pricing and up to 25 points are based on the Lot #2: Discounted Labor Rates and Material Costs. The committee will evaluate the price quotations proposed and calculate an analytical total cost assigning up to 25 points for Lot #1 AND up to 25 points for Lot #2 to that proposal with the overall analytical lowest cost and calculate the scores of the other proposals on a percentage basis. (Combined 0 – 50 points)

6.00 Proposal/Interrogatories/ PHASE II Evaluation Criteria

Information to be included in your response to this RFP titled: Roof Repair & Replacement Delivery Order/Job Order Contracting Services, the proposal submittal **shall** include, at a minimum, a detailed response to all of the questions within the Sub-Sections. Failure to fully answer **all** questions/inquiries may cause your RFP submittal to be considered **non-responsive**.

The College evaluation committee will evaluate responsive written proposals submitted using evaluation criteria defined herein and subject to Board approval, negotiate with the top ranked firm a mutually agreed to contract. Please assure your proposal follows the RFP #2022C-06 numerical order format.

As deemed in the College's best interest, the committee may optionally schedule an interview and/or issue a Best and Final Offer(s) with all finalists or not.

6.10 Finalist (Optional) Best and Final Offers:

The evaluation committee may elect to request best and final offers with finalist(s). The committee will assign up to 40 points based on the finalist response to the best and final issuance to meeting or exceeding the College's minimum or preferred specifications. The College reserves the right to issue all finalists a best and final offer invitation, as deemed in the College's best interest. (0 – 40 points)

6.20 Finalist (Optional) Interview:

The evaluation committee may schedule interviews of their proposed solutions with any finalist (as deemed in the College's best interest). The committee will assign up to 60 points based on the finalist demonstration in the interview of their understanding of the College requirements and commitment to meeting or exceeding the College's minimum or preferred specifications. (0 – 60 points)

7.00 Evaluation Criteria/Basis of Award:

The College will organize an evaluation committee who will review responsive proposals submitted. The committee will meet in a public evaluation meeting (see Schedule in Section #8.00) and assign evaluation points for each criterion as defined herein. The committee will then total up each proposers points to determine which proposer(s) would be considered a finalist. As deemed in the College's best interest, the committee may optionally schedule an interview and/or issue a Best and Final Offer with all finalists or not.

Recommendation ranking of proposers for this contract will be to that proposer scoring the overall highest evaluation points.

It is the College's intent to recommend to its District Board of Trustees that College administration be authorized to negotiate with the top ranked proposer(s) a satisfactory contract, as deemed in the College's best interest. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer until a satisfactory contract #2022C-06 can be negotiated and entered into.

7.10

RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services
Evaluation Criteria Matrix

RFP Section #	Maximum Evaluation Points	Criterion	Proposer	Proposer	Proposer
		Phase I			
5.10	5.0	Company Unique Qualifications and Past Experience			
5.20	15.0	References			
5.30	5.0	Project Staff Qualifications and Experience			
5.40	5.0	Scope of Services Proposed Including Disaster Recovery			
5.50	5.0	Proximity and Response Plan			
5.60	5.0	Projected Work Load, Willingness to Meet Time & Budget Requirements			
5.70	5.0	Volume of Work Previously Awarded by the College			
5.80	5.0	Company Financial Strength and Bonding Capacity			
5.901	25.0	Total Cost/Value (Lot #1: Local R.S. Means Formula Co-Efficient Pricing)			
5.906	25.0	Total Cost/Value (Lot #2: Discounted Labor Rates and Material Costs)			
	100.0	**Subtotal (Phase I)**			
		Phase II			
6.10	40.0	(Optional) Finalist Best & Final Offer (If requested)			
6.20	60.0	(Optional) Finalist Interview			
	100.0	**Subtotal (Phase II)**			
	200.0	**Grand Total of Phase I and Phase II**			

8.00 Schedule (ALL times are EST)

10/28/2021		RFP issue date
11/9/2021 10 a.m. - 11 a.m.		Pre-Proposal Conference (Non-**Mandatory** attendance) via WebEx: Event address for attendees: https://fscj.webex.com/fscj/onstage/g.php?MTID=ead8573a4e634c7c4cc5e39cec205c7e1 Event number (access code): 2422 200 1853 Event password: VJqHuJBA253
11/19/2021 5 p.m.		Deadline to submit final request for clarifications at the web links below: https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=2022C-06&d=12/06/2021
12/6/2021 **@ 2 p.m.**		Public proposal opening Via WebEx: Event address for attendees: https://fscj.webex.com/fscj/onstage/g.php?MTID=e3d5df3180f2d675e603540612517d532 Event number (access code): 2429 068 7684
12/6/2021 thru 12/14/2021		Evaluation committee review responsive proposals submitted.
12/14/2021 9 a.m. - 12 p.m.		Public evaluation meeting, Via WebEx: Event address for attendees: https://fscj.webex.com/fscj/onstage/g.php?MTID=ed68c07d019767d867a2e703b4869edb5 Event number (access code): 2426 005 2464 Event password: s2Pz4mDwFn6
12/20/2021 9 a.m. – 3 p.m.		(Optional) Public interview of finalist, Via WebEx: Event address for attendees: https://fscj.webex.com/fscj/onstage/g.php?MTID=e785b97a87b9f3151a8b0c02b64cdcb63 Event number (access code): 2429 805 2056 Event password: bgQCK53vSh9
12/20/2021 Directly following last interview		Public Oral evaluation meeting of (Optional) Public interview of finalists, Via WebEx: Event address for attendees: https://fscj.webex.com/fscj/onstage/g.php?MTID=e785b97a87b9f3151a8b0c02b64cdcb63 Event number (access code): 2429 805 2056 Event password: bgQCK53vSh9
On or about 1/4/2022		Posting of recommendation of award. (If Optional Public Interviews of Finalists is NOT elected)
On or about 1/7/2022		End of posting period.
On or about 1/10/2022		Notice of College's Intent to Award issuance
2/8/2022		Recommendation submitted to the College's District Board of Trustees for approval.
On or about 2/9/2022		Planned date to sign satisfactory contract (upon receipt of specified certificate of insurance)
On or about 1/6/2022		Cashiers or certified checks will be returned to all except the "short listed" Contractor(s) within thirty (30) days after the opening of the proposals.
Date of Execution or 2/1/2022		Date contract RFP #2022C-06 will commence.
On or about 2/1/2022		Finalist's Cashiers or certified checks returned promptly after the Owner and the accepted Contractor(s) have executed the contract, or, if no award has been made, within forty five (45) days after the date of the opening of proposals, upon demand by the Proposer, at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

9.00 MATERIAL SUPPLIES AND EQUIPMENT - OWNER'S SALES TAX EXEMPTIONS

Florida State College at Jacksonville is a political subdivision of the State of Florida and is a Tax Exempt Institution. As such it is exempt from the payment of Sales and Use Tax on purchases of tangible property, materials, etc., necessary for the performance of Work under construction contracts, provided the College determines it is to its best interest to do so and provided the purchase of such properties, materials, etc., are handled in the manner hereinafter described.

If the Owner exercises his right to purchase directly various construction materials, supplies and equipment that may be a part of this contract, then the Contractor will coordinate Direct Purchasing for the Owner. The Owner will, via his purchase orders, purchase the materials, and each Subcontractor shall assist the Owner and Contractor in the preparation of purchase orders.

The contract/subcontract amount shall be reduced by the net, undiscounted amount of the purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the Contractor/Subcontractor of any of his responsibilities regarding material purchases, or installation, with the exception of the payments for the materials so purchased. Contractor shall remain fully responsible for coordination, correct quantities ordered, submittal, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties.

The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Contractor. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order. The premium cost for this supply bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the Contractor.

GENERAL DESCRIPTION AND PROVISIONS

1. Summary: In connection with this subcontract, Florida State College at Jacksonville reserves the option to enter into an agreement with the contractor to purchase all, or a portion of the tangible personal property necessary for the performance of the Contract, and thereby to save the amount of the sales tax thereon by virtue of the College's status as a Tax Exempt Institution.

2. Base Bid: The Base Bid (and all Alternate Bids) submitted on the bid form WILL INCLUDE the COST of all required taxes, including sales and use tax.

3. Bids: The Contractor shall submit his bid for Base Bid and bids for each Alternate with the inclusion of all required taxes including sales and use tax, the same as if tax were to be paid in the normal manner. The sales and use tax savings will be affected during the performance of the construction contract.

4. Administrative Costs: Any and all administrative costs incurred by the Contractor's administering the purchase in the name of the Owner shall be considered to be included in the Base bid for the Work. No addition shall be added to the contract amount because of the service provided by Contractor in the purchase of property, materials, etc., in the name of the Owner.

5. Administration: The administration of the sales and use tax savings will be in accordance with the Tax Agreement (Exhibit "A") and forms bound herein and the procedure will be administered through the Contractor by the Purchasing Department, Florida State College at Jacksonville. Under the agreement, the Contractor will be responsible to submit to the Owner duly authorized requisitions from which the Owner will purchase necessary construction material for this project. The owner will issue and approve said Purchase Orders and render payment directly to vendors and materials suppliers, on behalf of the contractor.

The Contract will be reduced by the sum of all direct material purchase orders "Including" sales and use taxes. The Owner will prepare all direct purchase orders as outlined in the enclosed instructions. See Exhibit "B" Purchase Order Request (POR) form.

The arrangements for such purchases in the name of the Owner shall be made upon request by the Contractor submitting said requisition and shall be under a procedure generally as described herein. The amount of any sales or use taxes not assessed against or collected in connection with any purchases of tangible personal property made in the name of the Owner under the above referenced arrangements shall be applied to reduce the compensation to be paid the contractor under the contract.

6. Responsibility: The Contractor, notwithstanding this special purchase arrangement, shall select, describe, submit requisitions to the Owner to obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax savings procedure were not implemented. The Owner is responsible for payment only.

7. Form of Agreement, Invoice, etc.: Samples of the proposed forms of Agreement and Invoice Summary are bound herein.

DIRECT PURCHASE MATERIALS INSTRUCTION

The Contractor will within five (5) days of receipt of Notice of Award submit to the Owner three (3) executed original tax agreements. One executed agreement will be returned to the contractor for their record.

The Contractor will within fifteen (15) days of notification of selection submit to the Owner a requisition list of Owner Direct Purchase Material for the Owner to consider. The list will include bid package number, vendor name, address, phone number and contact, material description and quantity, material amount, freight and delivery charges and sales tax amount. Requisition list must include only items of Owner Direct Purchase greater than $5,000.00 in value.

Upon approval, order all of the requisition list of direct purchase materials, on a formal written numbered purchase orders will be issued by Florida State College at Jacksonville. Contractor's to include in the faxed requisition a list of names of employees of the contractor/subcontractors authorized to purchase and receive deliveries from the suppliers. Contractor to forward with the list a sample signature of said employees. Florida State College at Jacksonville will prepare the purchase order and distribute the original and appropriate number of copies (see distribution below).

Each purchase order is numbered for accountability.

Upon issuance of Owner Direct Purchase Order to a vendor, the Owner will deduct from Contractor's contract the value of the Purchase Order plus taxes saved.

The Direct Purchasing Procedure will not be an acceptable excuse for delay to the Construction Schedule.

DISTRIBUTION: Original - Subcontractor, One Photocopy - Contractor, Distribute rest of Purchase Order as normal.

FLORIDA STATE COLLEGE AT JACKSONVILLE REQUISITION FOR TAX SAVINGS DIRECT PURCHASES >$5,000/PER PO

FOR PROJECT NAME: **2022C-06: Roof Repair & Replacement Delivery Order/Job Order Contracting Services:**

_____ **(Project Name)**

CONTRACTOR/SUBCONTRACTOR	**SUPPLIER** Federal I.D._____	BID PKG # _____
NAME: _____	NAME: _____	REQ # _____
STREET: _____	STREET: _____	VEND # _____
CITY: _____	CITY: _____	PO# _____
STATE: _____ ZIP: _____	STATE: ___ ZIP: _____	DATE SUBMITTED _____
PHONE: _____ FAX: _____	PHONE: ___ FAX: _____	DEL DATE REQD _____
CONTACT: _____	CONTACT: _____	PAYMENT TERMS _____
EMAIL: _____	EMAIL: _____	FSCJ PROJECT MGR. SIGNATURE _____
MAIL PO TO THIS ADDRESS? ___	SUPPLIER AN MBE/WBE Y __ N __ (CAT.) _____	CONTRACTOR PO# _____

CONTRACTOR / SUBCONTRACTOR	POR QTY CONFIRMATION	COLLEGE
SIGNATURE(SAME AS ON BID)/DATE	SUPPLIER SIGNATURE/DATE	PURCHASING SIGNATURE/DATE

NOTE TO CONTRACTOR: A DEDUCTIVE CHANGE ORDER TO YOUR CONTRACT WILL BE MADE FOR THE VALUE OF THE INVOICED COLLEGE DIRECT PURCHASES PLUS SALES TAX AS PER TAX AGREEMENT PER QUOTED TAX AMOUNT **OR** AMOUNT LESS THAN OR EQUAL TO $5,000.00 7.5% AMOUNT > $5,000.00 6.0% SALES TAX

ITEM #	QTY	UNIT OF MEASURE	COMPLETE DETAILED DESCRIPTION OF MATERIAL(S) - INCLUDE VENDOR PART NUMBERS AND SPECIFICATION SECTION NUMBER	UNIT $ W/O S TAX	SUB TOT FOB DEST	SALES TAX	CONTRACT DEDUCT
			BLANKET PO FOR THE PURCHASE OF:				
				TOTALS			

CONTRACTOR SIGNATURE(S)

_____

_____

DATE _____

SUPPLIER: 24 HOURS PRIOR TO DELIVERY AT SITE NOTIFY

MR. _____ AT (_____) _____

PURCHASE REQUISITION

PURCHASE REQUISITION NUMBER: Enter the Bid Package number and Contract number you have received or will soon receive from Florida State College at Jacksonville authorizing Work to be done on this project.

DATE: Enter date purchase requisition is prepared.

VENDOR: Enter name, complete mailing address, contact name, telephone number and fax number of vendor.

PROJECT NAME: _____

SHIP TO: Site

INVOICE TO: Attn: Director of Accounts Payable
Florida State College at Jacksonville
501 West State Street
Jacksonville FL 32202

COMPLETE BODY OF PURCHASE ORDER REQUEST (POR): Item number; quantity; description of item(s), name, product number, etc.; unit price; extended total(s); value of sales tax; freight and delivery. (See Exhibit "B")

AUTHORIZED SIGNATURE; This is the same signature that is on the Tax Agreement signed in Florida State College at Jacksonville's Purchasing Department.

Contractor can fax an original copy of purchase requisition to the College by faxing to 904-632-3087, attention Associate Vice President Purchasing and Auxiliary Services and calling 904-632-3086 to confirm fax is legible and received.

DISTRIBUTION: Original- Florida State College at Jacksonville, Copy 1- Contractor, Copy 2 & 3- Purchasing Department. One Photocopy - Contractor. Submit original and all copies to College for distribution. Duly authorized purchase requisition must be received BEFORE purchase order can be processed.

INVOICE SUMMARY

Invoice Summary No.: Consecutively numbered beginning with 1, 2, 3, etc.

Purchase Order No.: Indicate numbered purchase order number. Also this number must appear on all invoices for each vendor. All original invoices must go to the Florida State College at Jacksonville. Only one purchase order number per invoice.

PROJECT NAME AND NO.: Enter project name and your purchase order number you have received from Florida State College at Jacksonville.

COLUMN 1: Enter only 1 vendor name per invoice summary.

COLUMN 2: Enter up to 11 invoices per invoice summary. All invoices on invoice summary must have same purchase order number.

COLUMN 3: Enter amount of invoice without tax and before discounts. All invoices must itemize materials, sales tax and freight and delivery separately.

COLUMN 4: Enter case discounts. Florida State College at Jacksonville is required to take discounts on the amount of the MERCHANDISE only, even if the time has lapsed for us to be eligible for the discount. Some vendors may wish to collect an unearned discount; in that case we will need another invoice summary to be prepared.

COLUMN 5: Enter amount to be paid to vendor.

COLUMN 6: Enter actual or 6.5% tax on amount of merchandise before discounts.

AUTHORIZATION: In addition to the invoice summary, each original invoice must contain an authorized signature indication approval and amount to be paid with the date of authorization.

DELIVERY TICKETS: All invoices must be accompanied by SIGNED (by authorized employees and Owner's/employee/Representative) delivery ticket and/or packing slip. Delivery ticket and or packing slip must correspond or cross reference with invoice.

COPIES NEEDED: Please submit ONE ORIGINAL SIGNED invoice summary with the authorized original invoice, delivery tickets and three copies of all documents. Invoices are to be submitted weekly.

TAX AGREEMENT

Agreement BETWEEN _____, (Herein called the "Contractor" and _____ (Herein called the Subcontractor and Florida State College at Jacksonville an educational institution herein called "Owner" for Florida State College at Jacksonville Project No. **2022C-06**, titled: **Roof Repair & Replacement Delivery Order/Job Order Contracting Services:** _____(Project name).

RECITALS

1. Contractor for Florida State College at Jacksonville entered a contract dated ____/____/_____, for the performance of the Work described therein. A copy of said contract is incorporated by reference as Exhibit 1 (herein called the "Contract")

2. Contractor and Florida State College at Jacksonville desire to enter into an arrangement whereby certain purchase under the Contract can be made through Florida State College at Jacksonville as a means of taking advantage of Florida State College at Jacksonville's status of being exempt from sales and use tax.

AGREEMENT

1. Florida State College at Jacksonville does hereby request Contractor to requisition Florida State College at Jacksonville to directly purchase materials greater than $5000.00 in value for and in the name of Florida State College at Jacksonville, building materials, supplies and other tangible personal property which Contract requires for performance of this specific contract. The purchase of any materials, supplies or other items which are not required for the performance of this Contract are expressly made outside the authority granted hereunder.

2. Florida State College at Jacksonville will be liable for the payment of all purchases made hereunder.

3. A Purchase Order Requisition POR Form in a form acceptable to the Owner and Contractor shall be prepared by subcontractors to the contractor for review and approval and then submitted to the Owner prior to requesting the owner to order purchased equipment/materials. The requisition form will provide the vendor's; name, federal ID #, address, telephone number and contact person for the materials supplier; a detailed description of required items; the quantity needed; the price and sales tax saved associated with the materials; and delivery dates established by the subcontractor. A copy of the subcontractors' and suppliers IRS W9 form noting their federal ID# shall either be attached to the POR requisition or be on file at the College.

4. The Owner will prepare and issue standard owner College purchase order forms to the equipment/material supplier(s).

5. In conjunction with the execution of the Owners College Purchase Orders to the supplier(s), the contractor by signing the POR requisition which is delivered to the Owner, authorizes owner to issue a deductive change order reflecting the full value of all materials directly purchased by the Owner, plus all sales tax savings associated with the materials.

6. Subcontractors will be responsible for all matters relating to the receipt of materials directly purchased by the Owner, including verifying specifications correct quantities, inspection and acceptance of the goods at the time of delivery.

7. Title to the Owner purchased materials will vest in the Owner at the time the materials are delivered to the Owner owned construction site (F.O.B. job site).

8. The Owner shall be invoiced directly by the supplier for direct purchases of building materials/equipment referring on the invoice to the owners PO#.

9. Payment for the building materials/equipment will be made directly to the selling supplier by the Owner.

10. The Owner will bear the costs of all Owner purchased Insurance including Builder's Risk Insurance (for materials purchased here under up until the materials are incorporated into the work). The Owner shall be an additional named insured on the Contractor's Builder's Risk insurance and, in the event of damage or destruction to Owner purchase materials, prior to installation of said materials the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

    It is the Contractors responsibility to report within one business day of the discovery of a claim to the College's Director of Risk Management at (904) 632-5054. Fax 904-632-3109

    This tax exemption does not apply to equipment rentals of the Contractor or by subcontractors that provide construction services for the Project, even though the economic burden of the tax, by contract or otherwise, may ultimately be borne by the Owner.

    The Owner shall:

    a. Issue College purchase orders directly to tangible materials or personal property vendors for building materials or equipment delivered to the Owners job site with title of materials transferring to the Owner. (FOB job site)

    b. Provide the building materials/equipment supplier (with the owner/College PO) as well as a copy of its current State of Florida sales tax exemption certificate.

    c. Assume all risk of damage or loss for the tangible personal property/building materials from the time of delivery to jobsite and prior to their installation or incorporation into the project in order for the sale of building materials to be deemed (by the Florida Department of Revenue) as a sale to the tax exempt entity (i.e., Owner) and thus tax exempt.

    d. Bear the economic value of obtaining builders risk insurance covering damage or loss and enjoy the economic benefit of the proceeds of such insurance in the event of a claim.

    e. Be invoiced directly by the selling supplier.

    f. Directly pay by manual check the selling supplier for acceptable quality building materials/equipment received against said College purchase order.

Construction management contractors shall additionally provide the Owner with copies of: a) all subcontract bid submittals, b) tabulation sheet, c) award letter(s), d) suppliers IRS W-9 form and e) copies of sub-contractors licenses.

11. Each Owner purchase order is numbered for accountability. Contractor will fax to the Owner completed/signed POR requisitions for consideration preparation and execution of the purchase orders. Suppliers will render invoices/statements for materials purchased to subcontractors for review/approval and to the contractor for review/approval. After reviewing the invoices and approving the invoices, Contractor will forward these invoices with proper back-up to the owner (Florida State College at Jacksonville to the address noted on the PO) for payment.

12. The Contract provides that Contractor/Subcontractor will perform the Work under the Contract sum of $_____. Said amount due Contractor under the Contract shall be reduced by the sum of all amounts paid by Florida State College at Jacksonville for materials, supplies or other tangible personal property purchased hereunder and plus any savings of sales and use tax on the purchase of such items.

13. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it as agent. Such records shall be open to the owner without cost (Florida State College at Jacksonville) and the State of Florida's auditor's general office during normal business hours.

14. The authority granted to Contractor hereunder may be revoked by the Owner (Florida State College at Jacksonville) at any time upon written notice delivered to Contractor at its office located at _____ during normal business hours.

Cost of administration incurred by Contractor in conjunction with this tax agreement shall be included as part of the Base Bid and will not be included as a separate cost to Owner.

Contractor	Supplier / Subcontractor	"OWNER": Florida State College at Jacksonville
_____	_____	_____
Signature	Signature	Signature
_____	_____	Randi Brokvist
Print Name	Print Name	Print Name
_____	_____	Executive Director, Purchasing
Title	Title	Title

10.00 Special Conditions

1.02 ** EXCLUSIVE CONTRACTS **

FSCJ reserves the right to order items from other sources as deemed appropriate in conducting normal business or in the best interests of the college. However, this provision shall not be used to circumvent the intent of the contract.

1.06 ** EQUIPMENT/MATERIALS/LABOR **

It will be the responsibility of the successful proposer to supply all materials, tools, necessary labor, etc. For the work to be performed as specified.

3.01 ** DEBRIS **

Contractor shall be responsible for the prompt removal of all debris resulting from his delivery.

3.02 ** CLEANING UP **

The contractor shall at all times keep the work area, including storage areas used by him/her, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the college. Upon completion of the construction, the contractor shall leave the work and premises in a clean, neat and as original condition satisfactory to the college.

7.04 ** SITE INSPECTION **

It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other college activities. Arrangements for proposers inspection of college facilities and/or activity schedules may be secured from the campus/center's point of contact as stated in **Sub-Section 5.10, Attachment E prior to the question/request for clarifications deadline of 11/19/2021 at 5:00 p.m. proposers are to include in their submittal the site visitation certification form (Section 5.10, Attachment E) with their RFP submission whether or not the proposer elected to take advantage of the site visits opportunity.** By submitting a proposal, the proposer acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including, but not limited to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, at the site, the character of equipment and facilities needed preliminary to and during prosecution of work. The proposer further acknowledges that he has satisfied himself as to obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the College as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the proposer to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The College assumes no responsibility for any conclusions or interpretations made by the proposer on the basis of the information made available by the College.

8.01 ** INSURANCE FOR CONTRACTING OTHER THAN PROFESSIONAL SERVICES

The "awarded" contractor shall furnish a current Certificate of Insurance to the College Executive Director, Purchasing prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement that ensures the College will be provided 30 days written notice if your policy lapses for any reason. All insurance companies named on the certificate shall be the State of Florida and have a minimum A.M. Best rating of A-. This certificate must include the College **RFP Number 2022C-06** and be effective for the term of the contract and any extension thereof. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain at least the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

The college's required insurance coverage's and minimum limits of liability are as shown below:

Commercial General Liability* Coverage – Occurrence Form Required	$1,000,000 Each Occurrence $2,000,000 General Aggregate
Automobile Liability	$1,000,000 Combined Single Limit Each Accident
Workers Compensation and Employers Liability	Workers Compensation Statutory Limits $500,000 E. L. Each Occupational Accident $500,000 E. L. Disease Each Employee $1,000,000 E. L. Policy Aggregate

*Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering any resultant contract, agreement or Purchase Order, or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C medical payment is not required. The College requires General Liability Insurance policies include a waiver of subrogation in favor of the College.

The contractor will be responsible for builders risk/loss for the raw materials/equipment supplying into the project up until the College accepts and takes possession of the project.

"The winning contractor's above described policies shall be endorsed such that should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the College. A copy of the winning contractor's actual notice of cancellation endorsement as issued on the policy(ies) signed by an authorized representative of the insurer(s) shall also be provided."

THE DISTRICT BOARD OF TRUSTEES, FLORIDA STATE COLLEGE AT JACKSONVILLE, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR THE COMMERCIAL GENERAL LIABILITY COVERAGE

AWARD CONTRACTOR'S INSURER: Please make sure that the Insurance Certificate or ACORD form returned to the College as evidence of insurance contains the College as Certificate Holder and the bid number is listed on the certificate as shown in the sample. Without a copy of your client's GL policy endorsement and these two pieces of information the certificate submitted will be considered incomplete.

10.01 ** PROPOSAL SECURITY DEPOSIT **

To be Responsive, each proposal shall be accompanied by a certified or cashier's check or bid bond duly executed by the company as principal and having surety thereon a surety company licensed in the State of Florida in the amount of $10,000.00. Checks shall be made payable to Florida State College at Jacksonville. Such checks will be returned to all except the "short listed" contractor(s) within thirty (30) days after the opening of the proposals, and the remaining checks will be returned promptly after the owner and the accepted contractor have executed the contract, or, if no award has been made, within forty-five (45) days after the date of the opening of proposals, upon demand by the proposer, at any time thereafter, so long as he has not been notified of the acceptance of his proposal. Refer to Section 8.00 for anticipated dates.

10.04 ** PERFORMANCE AND PAYMENT BOND **

For any individual project/jobs at $200,000 and more a payment and performance bond shall be in a sum not less than 100 percent of the project/job amount where the bonding company would be required to complete the contract to its expiration and pay any additional premium cost that is involved for a second contractor to complete this work.

The surety company must be licensed to conduct business in the State of Florida.

The bonds along with the appropriate power of attorney shall be delivered to the College's Executive Director, Purchasing no later than 7 calendar days after receipt of notice of award of the project/job.

11.02 ** PROTECTION OF PROPERTY **

The contractor shall at all times guard from damage or loss of property of the college or of other contractors or contractors and shall replace or repair any loss or damage unless such be caused by the college, other contractors or contractors. The college may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the contractors or his agents.

12.02 ** WARRANTY AND SERVICE **

The successful proposer shall fully guarantee all items furnished against defect in materials and/or workmanship for a period of one year from date of final acceptance by the college. Should any such defect, except for normal wear and tear, appear during the warranty period, the awarded contractor shall commence repair or replace same at no cost to the college within 40 hours after notice from the Executive Director, Purchasing; or the person designated by the Executive Director, Purchasing.

15.01 ** TIME OF ESSENCE/FAILURE TO PERFORM **

It is hereby understood and mutually agreed, by and between the parties hereto, that the time of completion of each project/job is an essential condition to the resultant contract.

If awarded contractor shall neglect or fail or refuse to furnish and deliver the specified services within the time specified on the project purchase order, then said contractor does hereby agree, as a consideration for the awarding of this contract, to pay to the college the sum expended by the college to contract for alternate services for the period required from the scheduled delivery date until actual completion of delivery of the services specified in the project purchase order. If the contractor shall be delayed in the completion of their work by reason of unforeseeable causes beyond their control and without their fault or negligence, including,

but not restricted to, acts of nature or of the public enemy, acts or neglect of the owner, riots, civil commotions, freight embargoes or priority regulations, the period herein specified for the completion of their work shall be extended by a mutually agreed upon such time.

Provided, that the contractor shall, within seven (7) calendar days from the beginning of such delay, notify the College's Executive Director, Purchasing in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of decision in the matter.

15.02 ** SUBCONTRACTING **

Where a contractor does not have the capability or the time to complete the work required under this proposal 'in-house', subcontracting will be permitted only with the prior knowledge and approval of the Florida State College at Jacksonville. Therefore, the name of any subcontractor contemplated for use will be included as part of the requested project proposal. This process is needed so that the college can be assured and in agreement that the subcontractor(s) can complete the work to the desired quality and in a timely manner. The subcontractor(s) must be identified to the College with the proposed subcontractor's licensure authorizing the ability to perform the assigned work at the time of job proposal request.

15.04 ** Liquidated Damages **

If the awarded vendor fails to deliver the supplies or perform the services within the time specified in resultant contract, or any extension thereof, the actual damage to the College for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the vendor shall pay to the college as fixed, agreed and **liquidated damages for each calendar day or delay, as calculated in General Formula stated in Paragraph 3.013**. Alternatively, the College may terminate the resultant contract in whole or, in part as provided in this clause, and in that event the vendor shall be liable, in addition to the excess costs provided in this clause, for such liquidated damages accruing until such time as the college may reasonably obtain delivery or performance of similar supplies or services. The vendor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the vendor and in such event, subject to the 'disputes' clause, the College shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in their judgment the findings of fact justify an extension.

16.01 ** MODIFICATIONS PRIOR TO DATE SET FOR OPENING PROPOSALS/RFPS **

The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of proposals/RFPs. Such revisions and amendments, if any, will be announced by an addendum to the RFP. If the revisions and amendments are of a nature which require material changes in quantities or prices RFP or both, the date set for the opening of proposals/RFPs may be postponed by such number of days as in the opinion of the Executive Director of Purchasing will enable proposers to revise their proposals/RFPs. In such cases, the addendum will include an announcement of the new proposal/RFP opening date.

17.01 ** EXTRAS **

No payment for extras to an original accepted proposal request in which a purchase order was issued shall be made unless such extras and the price therefor have been authorized in writing by the Executive Director, Purchasing in the form of a Purchase Order Change Order.

19.01 ** MANUALS **

The successful proposer shall furnish instruction manuals in the ratio of one manual for each new unit installed. The instruction manual shall describe the technical operations of the equipment and define the capabilities.

23.90 ** INTERPRETATIONS/PROTESTS **

Any questions concerning conditions or specifications shall be directed in writing to the Purchasing Department. Inquires must reference the date of bid opening and bid number. No interpretations to such questions or inquiries shall be considered binding unless provided in writing by the College.

23.91 ****PROTEST OF SOLICITATION SPECIFICATIONS **

To protest the specifications or the terms and conditions contained Request For Proposal (RFP) a written notice that includes the solicitation #2022C-06 titled Roof Repair & Replacement Delivery Order/Job Order Contracting Services, together with a brief description of the basis for the protest must be filed with the Executive Director of Purchasing at 501 W. State Street, Jacksonville, FL 32202, within 72 hours after receipt of the project solicitation specifications. For purposes of this section, Saturdays, Sundays and State Holidays shall be excluded in the computations of the 72 hour time period. A formal written protest must be filed within 10 days after the date of the Notice of Protest is filed. The formal written protest must state with particularity all facts and law upon which the protest is based. **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 IN FSCJ APM 05-0601 WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.**

23.92 ** PROTEST OF AWARDS AND INTENDED AWARD **

A respondent may only protest a decision or intended decision of the College (including the issuing of specifications and/or awards) resulting from a competitive solicitation for a contract of $65,000 or more. Bid tabulations with recommended awards will be posted **On or About 1/4/2022** for review by interested parties on the purchasing web page: www.fscj.edu/bids unless changed by addendum, and will remain posted for a period of 72 hours (not including Saturdays, Sundays and State Holidays). Any person who is adversely affected by the college's decision or intended decision shall file a written notice of protest that includes the solicitation # and title, together with a brief description of the basis for the protest with the Executive Director of Purchasing at 501 W. State Street, Jacksonville, FL 32202, within 72 hours after the posting of the tabulation sheet. A formal written protest must be filed within 10 days after the date the notice of protest was filed. The formal written protest shall state with particularity all facts and law upon which the protest is based. Inspection or examination of opened bids or proposals are available for inspection from 7am-5pm Monday–Friday by appointment, upon notice of a decision or intended decision, or 10 days after Request For Proposal (RFP) public opening, whichever is earlier. Failure to timely file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to timely deliver the required filing fee and security bond in accordance with the Florida State College of Jacksonville Board Rule 6Hx 7-5.1 and Administrative Procedures 05-0601 shall constitute a waiver of any right to protest proceedings. The College's protest procedures is located on the College's website link: https://fscjapm.blob.core.windows.net/apm/05-0601.pdf or may be requested from the College's Purchasing Department.

11.00

GENERAL CONDITIONS FOR CONSTRUCTION
FLORIDA STATE COLLEGE AT JACKSONVILLE
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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS

These General Conditions, the Supplementary Conditions and Special or other Conditions made part of this specifications by incorporation or reference, are applicable to all Divisions and Sections of the Specifications; and it is the Contractor's responsibility to so inform all parties who should be influenced thereby.

ARTICLE 1.00

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:
(a) The executed Agreement Between Owner and Contractor
(b) Conditions of the Contract (General, Supplementary, and Special Conditions) and Attachments thereto
(c) Performance Bond
(d) Labor and Material Payment Bond
(e) Drawings
(f) Specifications
(g) Addenda issued prior to execution of the Contract
(h) Modifications issued after execution of the Contract

1.1.2 THE CONTRACT

The contract will be executed on Attachment One (1) to these General Conditions, titled Agreement between Owner and Contractor. The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.5.

1.1.3 THE PROJECT

The Project is the total construction to be built on the site as designed by the Architect.

1.1.4 THE WORK

The work is defined as all labor, materials and equipment to be incorporated into the Project under the terms of this contract.

Said work shall constitute either the whole or a part of the Project.

1.1.5 MODIFICATION TO THE CONTRACT

A Modification may be made only after execution of the Contract, and is one of the following:

(a) A written Amendment to the Contract signed by both parties;
(b) An executed Change Order;
(c) A written interpretation issued by the Architect pursuant to Subparagraph 1.2.8 of the General Conditions;
(d) A written Field Order for a minor change in the Work and issued by the Architect pursuant to Paragraph 12.3 of the General Conditions.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Agreement shall be signed in not less than triplicate by the Owner and Contractor for distribution to the Owner, Contractor and Architect.

1.2.2 By executing the Contract, the Contractor agrees that he has carefully examined the Contract Documents together with the site of the proposed Work as well as its surrounding territory, that he is fully informed regarding the conditions affecting the work to be done and the labor and materials to be furnished for the completion of the Work.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention is to include all labor, materials, supplies, equipment and tools necessary for the proper execution and completion of the Work. It is not intended that Work not covered under any heading, section, or division of the Specifications shall be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.2.4 Drawings and Specifications are intended to be complementary and to provide for a complete work.

The Contractor acknowledges that the Contract consideration includes sufficient money allowances to make his Work complete and operational and in compliance with good practice and he agrees that inadvertent minor discrepancies or the failure to show details or to repeat on any part of the Contract Documents, the figures or notes given on another, shall not be the cause of additional charges or claims.

Where contradictions occur within the specifications or the drawings, with regard to the quantity, quality or method of installation of a particular item, the Contractor shall include in his bid the cost for furnishing the more expensive item or installation of the greater quantity without exception.

The following shall be given preference - in the order hereinafter set forth to determine what work the Contractor is to perform. 1) Addenda (later dates to take precedence over earlier dates), 2) Modifications, 3) Agreement, 4) Specifications, 5) Schedules, 6) Large Scale Detail Drawings, 7) Small Scale Plan and Section Drawings.

Dimensioned Drawings shall govern over scaled drawings.

Existing conditions, including dimensions, shall be verified by the Contractor before laying out the Work.

1.2.5 Much of these specifications are written in an abbreviated form and may include sentence fragments. Omissions of words or phrases as "the Contractor shall", "in conformity with", "shall be", "as noted on the Drawings", "according to the plans", "a", "an", "the", and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.6 Where such words as "as shown", "as indicated", "as noted", or words of similar import are used, they shall refer to the Drawings. Where references are made to "sections" and "divisions" it shall mean sections and divisions of the Specifications unless otherwise stated. Where such words as "as selected", "as approved", "acceptable" or "approved" occur, they shall have reference to the selection and approval of the Architect unless otherwise stated. Where sentences contain verbs such as "provide", "install", and "furnish", they shall mean that the Contractor shall "furnish and install or cause to be furnished and installed" complete, the material or item specified, excepting those materials indicated to be Owner furnished and Contractor installed.

1.2.7 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among the Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.8 Written interpretations necessary for the proper execution of progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents and shall be promptly rendered by the Architect.

1.3 **COPIES FURNISHED AND OWNERSHIP**

1.3.1 The Contractor will be furnished, free of charge, copies of Drawings and Specifications as provided in the Supplementary Conditions.

1.3.2 All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain his property. They are not to be used on any other project, and, with the exception of one contract set for each party to the Contract, are to be returned to the Owner on request at the completion of the Work.

ARTICLE 2.00

ARCHITECT

2.1 **DEFINITIONS**

2.1.1 The Architect-Engineer shall be the firm designated by the Owner and shall act as defined below either directly or through duly authorized personnel.

2.1.2 **Contractor shall schedule regular project meetings at the project site with the Owner and the A/E of record where the Contractor shall take meeting minutes and publish meeting minutes to all meeting attendees within 48 hours of the meeting. The Architect and Owner will review the meeting minutes for accuracy and respond back to Contractor with any discrepancies that are discovered. The Contractor will amend the meeting minutes accordingly for distribution and acceptance at the next scheduled project meeting.**

2.2 **ADMINISTRATION OF THE CONTRACT**

2.2.1 The Architect will provide general Administration of the Construction Contract, including performance of the functions hereinafter described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment. The Architect will have authority to act on behalf of the Owner as Owner's representative to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Architect will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the Architect.

2.2.3 The Architect and the Owner shall at all times have access to the Work wherever it is in preparation and progress.

2.2.4 The Architect will provide on-site surveillance to check the quality and progress of the Work and to determine in general if the Work is being installed in accordance with the Contract Documents.

The Architect shall periodically visit the job site to check the quality of the Work being installed.

On the basis of his on-site observations, the Architect shall keep the Owner informed on the Progress of the Work and will endeavor to protect him against defects and deficiencies in the Work of the Contractor.

The Architect will not be responsible for construction means, methods, techniques, sequences or procedures of construction, or safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

2.2.5 Based on the above on-site observations and the Contractor's Application for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in amounts consistent with the approved Schedule of Values (Reference 9.2.1).

The Architect shall, to the best of his ability, determine that the work installed is in conformance with the construction documents.

The Architect must certify on each Application for Payment that such Payment is due before any payment is made.

Such certification by the Architect does not in any way relieve the Contractor of his final responsibility for conformity with plans and specifications.

2.2.6 The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution and progress of the Work.

2.2.7 Claims, disputes and other matters in question relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect and the Owner for a decision which will be rendered in writing by the Architect within a reasonable time.

2.2.8 All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents.

2.2.9 The Architect's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.10 Any Claim, dispute or other matter that has been referred to the Architect, except those relating to artistic effect as provided in Subparagraph 2.2.9 and except any which have been waived by the making or acceptance of final payment as provided in Paragraph 9.7, shall be subject to arbitration upon the written demand of any party, in accordance with Paragraph 7.9. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of:

(a) the date on which a written decision has been rendered, or,

(b) the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if no written decision has been rendered by that date.

2.2.11 If a decision is made in writing and states that it is final but subject to appeal, no demand for arbitration of a claim, dispute or other matter covered by such decision may be made later than thirty days after the date on which the party making the demand received the decision. The failure to demand arbitration within said thirty days period will result in the Architect's decision becoming final and binding upon the Contractor. If a decision is rendered after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to the parties concerned.

2.2.12 The Architect will have authority to reject Work which does not conform to the Contract Documents or has been damaged prior to approval of final payment. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.8.2 whether or not such Work be then fabricated, installed or completed. However, neither his authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

2.2.13 The Architect will review Shop Drawings and Samples as provided in Paragraph 4.13.

2.2.14 The Architect will prepare change orders in accordance with Article 12.

2.2.15 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, will receive and review written guarantees and related documents required by the Contract and assembled by the Contractor and will recommend a Final Certificate of Payment to the Owner.

2.2.16 The duties, responsibilities and limitation of authority of the Architect as the Owner's representative during construction as set forth in Articles 1 through 15 inclusive of these General Conditions will not be modified or extended without written consent of the Owner, Contractor and Architect.

2.2.17 The Architect will not be responsible for the acts or omissions of the Contractor, any Subcontractors or any of their agents or employees or any other persons at the site or otherwise performing of the Work.

2.2.18 In case of the termination of the employment of the Architect, the Owner shall appoint an Architect whose status under the Contract Documents shall be that of the former Architect.

ARTICLE 3.00

OWNER

3.1 DEFINITION

3.1.1 The Owner is the District Board of Trustees of the Florida State College at Jacksonville, a Body Politic, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner through the Architect shall furnish all surveys describing the physical characteristics, subsurface conditions, legal limits and utility locations for the site of the Project including investigative reports, all of which have been relied upon by the Architect in preparing Drawings and Specifications.

3.2.2 Should conditions encountered below the surface of the ground vary to an unreasonable extent from the conditions indicated by the Drawings and Specifications, the Architect shall be notified by the Contractor and instructions shall have been received from the Architect prior to the Contractor's proceeding with the Work involved. Core boring data, including ground-water elevations or conditions, if shown on the Drawings or attached to these Specifications, are presented only as information that is available indicating certain conditions found and limited to the exact locations shown. Neither the Owner nor the Architect shall be responsible for variations found to exist between the data referred to and actual field conditions that develop through the period of construction. The Contractor shall be responsible for making his own determination of water table variations prior to bidding and shall not assume that any water levels shown by the aforesaid core boring data will necessarily be maintained at the level indicated.

3.2.3 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing Facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5 The Owner shall issue all instructions to the Contractor through the Architect.

3.2.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Payment and Insurance in Articles 9 and 11 respectively.

3.3 **OWNER'S RIGHT TO STOP THE WORK**

3.3.1 If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will not be entitled to a time extension of the contract completion time in the event the Owner exercises his rights under this paragraph.

3.4 **OWNER'S RIGHT TO CARRY OUT THE WORK**

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. The Architect must approve both such action and the amount charged to The Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4.00

CONTRACTOR

4.1 **DEFINITION**

4.1.1 The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative who is licensed to do business by the laws of the City of Jacksonville and the State of Florida.

4.2 **REVIEW OF CONTRACT DOCUMENTS**

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents provided they are reported as outlined above. The Contractor shall do no Work without Contract Documents.

4.3 **SUPERVISION AND CONSTRUCTION PROCEDURES**

4.3.1 The Contractor shall supervise and direct his Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformity with the Contract Documents. All work not so conforming to these standards at the time of acceptance or at the time of inspections, tests or approvals, shall be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

4.7 PERMITS, FEES AND NOTICES

4.7.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work, which are applicable at the time the bids are received. Contractor shall submit a current copy of your Professional License(s) with your bid. Educational facilities are exempt from assessments of fees for building permits, ordinances, and impact fees or service availability fees as set forth in Florida Statue 235.26(1).

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect he shall assume full responsibility therefore and shall bear all costs attributed thereto.

4.7.3 Contractor shall save harmless the Owner and Architect against any claim or liability arising from or based upon the violation of law, ordinance or regulation, whether by himself, his employees, or any subcontractor.

4.7.4 Contractor shall pay all connection charges for utilities and inspection charges of public and private bodies.

4.7.5 Florida State College at Jacksonville issues its own Building Permits and performs its own Building Inspections in accordance with the Florida Building Code. Currently there is no charge to the Contractor for the Building Permit, Project Plan Review or the Building Inspections. The quantity and types of project inspections are job specific in the general areas of Demolition, Building, Plumbing, Heating and Air Conditioning, Fire Protection, and Civil. It is the Contractor's responsibility to request all inspections. A re-inspection fee of $50.00 per re-inspection will be charged to the contractor if a contractor requests/ schedules an inspection on a project and it is not ready for inspection and a return re-inspection visit is required.

4.8 CASH ALLOWANCES

4.8.1 No cash allowances are specified in the project. Submitted bids with allowances not specified will be cause for considering your bid non-responsive.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall be satisfactory to the Architect and shall not be changed except with the consent of the Owner, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

4.10 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

4.10.1 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all Sub-subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

4.10.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Owner may require the removal of disorderly employees.

4.11 PROGRESS SCHEDULE

4.11.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Architect's approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Architect's approval.

4.11.2 Within five (5) working days after the commencement of any condition which is causing or may cause delay in completion, the Contractor must notify the Architect and the Owner in writing of the effect, if any, of such conditions on the time progress schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.

4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

4.12.1 One set of Drawings, marked to record all changes made during construction, shall be delivered to the Architect for the Owner upon completion of the Work.

4.13 SHOP DRAWINGS AND SAMPLES

4.13.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.

4.13.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.

4.13.3 Within ten (10) working days of the date of contract award, the Contractor shall furnish to the Architect a schedule of shop drawings and samples to be submitted for review. This schedule shall indicate an estimated total number of drawings and samples and a timed sequence for their submission and approval. When approved by the Architect this shop drawing schedule shall be incorporated into the overall schedule.

4.13.4 The Contractor shall review, stamp with his approval and submit in accordance with the above schedules, all Shop Drawings and Samples required by the Contract Documents. Shop Drawings and Samples shall be identified in a manner acceptable to the Architect. At

the time of submission the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings or Samples from the requirement of the Contract Documents.

4.13.5 The Contractor shall submit to the Architect seven (7) copies, or at the Architect's option, one (1) reproducible copy and one (1) print, of all Shop Drawings required for the Work of the various trades.

Of these, three (3) copies, or the reproducible copy, will be annotated as appropriate by the Architect and returned to the Contractor with appropriate action indicated thereon. The Contractor shall reproduce and transmit three copies of the returned reproducible drawing to the Architect.

Shop Drawings shall be forwarded to the Architect using a letter of transmittal acceptable to the Architect.

4.13.6 By approving and submitting Shop Drawings and Samples, the Contractor thereby agrees that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.

In checking his Shop Drawings prior to submittal, the Contractor is requested to note his corrections or comments on the Drawings in orange pencil.

4.13.7 The Architect will review and approve Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformity with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

4.13.8 Drawings returned to the Contractor will be stamped either "Approved", "Approved as Noted", "Returned for Corrections", or "Not Approved". Those drawings stamped "Approved as Noted" need not be returned for further approval if the notations are acceptable to the Contractor and Subcontractors. Drawings stamped "Returned for Corrections" or "Not Approved" shall require new submission.

4.13.9 The Contractor shall make any corrections required by the Architect and shall resubmit the corrected copies of Shop Drawings or submit new samples until approved. The Contractor shall direct attention in writing to revisions other than the corrections requested by the Architect on previous submissions.

4.13.10 Appropriate catalogue cuts may be submitted for approval by the Contractor where applicable.

4.13.11 The Architect's approval of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the submission and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

4.13.12 No portion of the Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Architect unless the Architect specifically in writing cancels this requirement.

4.14 **USE OF SITE**

4.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14.2 The Contractor shall be responsible for any encroachments on rights or property of the public or adjoining property owners and shall hold the Owner and Architect harmless

because of any encroachments which may be a result of his lack of proper layout. In this regard he shall, without extra cost to the Owner, remove any Work or that portion of any Work that encroaches on the property of others, or that is built beyond legal building or setback limits, and he shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract Documents.

4.15 CUTTING AND PATCHING OF WORK

4.15.1 The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his Work except as otherwise specifically provided in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Architect.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the Owner through the Architect. All communications will reference the "COLLEGE File No." of the Work.

4.16.2 Contractor shall schedule regular project meetings at the project site with the Owner and the A/E of record where the Contractor shall take meeting minutes and publish meeting minutes to all meeting attendees within 48 hours of the meeting. The Architect and Owner will review the meeting minutes for accuracy and respond back to Contractor with any discrepancies that are discovered. The Contractor will amend the meeting minutes accordingly for distribution and acceptance at the next scheduled project meeting.

4.17 INDEMNIFICATION

4.17.1 To the full extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work defined in the ITB, addenda and all specifications without exception, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting there from, and (2) is caused in whole or in part by an negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.17.

4.17.2 In any and all claims against the Owners or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.17 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.17.3 The obligations of the Contractor under this Paragraph 4.17 shall not extend to the liability of the Architect, his Agent or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his Agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

4.18 **CLEANING UP**

4.18.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

4.18.2 If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 3.4.

4.18.3 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by paragraph 4.18.1, the Owner may clean up and charge the cost thereof to the several contractors as the Architect may determine to be just.

ARTICLE 5.00

SUBCONTRACTORS

5.1 **DEFINITION**

5.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative who is licensed to do business by the laws of the City of Jacksonville Florida. It shall be the contractor's responsibility to provide the College the current license number of each subcontractor and to confirm their license is still valid.

5.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof who is licensed to do business by the law of the place where the Project is located.

5.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

5.1.4 The Owner retains the right and privilege to reject any Subcontractor or Sub-subcontractor and further retains the right and privilege to approve any and all Subcontractors or Sub-subcontractors.

5.2 **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.2.1 The Supplementary Conditions include a requirement for the identification of specified Subcontractors.

5.2.2 The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by the Owner and the Architect, unless the substitution is acceptable to the Owner and the Architect (per Florida Statute 255.0515).

5.3 **SUBCONTRACTUAL RELATIONS**

5.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractor and Sub-subcontractors) which shall contain provisions that:

5.3.1.1 preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

5.3.1.2 require that such work be performed in accordance with the requirements of the Contract Documents;

5.3.1.3 required submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9;

5.3.1.4 required that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

5.3.1.5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in the Supplementary Conditions, Paragraph 8, except such rights as they may have to the proceeds of such insurance held by the Contractor as trustee under Paragraph 11.1 and

5.3.1.6 obligate each Subcontractor specifically to consent to the provisions of this Paragraph 5.3.

5.4 **PAYMENT TO SUBCONTRACTORS**

5.4.1 The Contractor shall pay each Subcontractor in accordance with Construction Prompt Payment Law (Section 715.12, F.S.), upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payment to the Contractor. The Contractor shall also require each Subcontractor to make similar payment to his Sub-subcontractors.

5.4.2 If the Architect fails to issue a Certificate for Payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his Work to the extent completed, less the retained percentage.

5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor under Article 2, and he shall require each Subcontractor to make similar payment to his Sub-subcontractors.

5.4.4 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentage of completion certified to the Contractor on account of Work done by such Subcontractors.

5.4.5 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

5.4.6 Subcontractors, forty-five (45) days after satisfactory completion of their work on the Contractor's project, can invoice the Contractor for the remainder of unpaid work, including the full value of the retainage related to their work, less the value of any item contested in accordance with the terms and conditions of the construction contract. The Subcontractor shall include a partial release of lien and all appropriate warranties and closeout documentation with this final payment invoice to the Contractor. The Contractor must include this subcontractor payment request in the next Application for Payment in the pay application cycle to the Architect following the receipt of the subcontractor payment request, if deemed to be complete and in compliance with this section. The owner shall process the payment request within 20 days of receipt of the Certificate for Payment from the Architect, and shall include payment of the retainage, less the value of any contested item, in its next payment to the Contractor. When a Contractor receives payment from the Owner for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, the Contractor shall remit payment due to those subcontractors and

suppliers, less the value of any item contested in accordance with the terms and conditions of the construction Contract, within ten (10) days after the Contractor's receipt of payment.

When the Contractor receives payment from the Owner for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor for the project, the Contractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract, within 10 days after the Contractor's receipt of payment from the Owner. When the payment due the subcontractor is for final payment, including retainage, the subcontractor must include with the invoice for final payment a conditional release of lien and all appropriate warranties and close out documentation. When the subcontractor receives payment from the Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract, within ten (10) days after the subcontractor's receipt of payment.

This provision shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and Subcontractor of Sub-subcontractor (et al.), (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor.

ARTICLE 6.00

SEPARATE CONTRACTS

6.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS

6.1.1 Prior to and during the progress of the Work, the Owner reserves the right to award other contracts relating to the Project or in connection with other work within the boundaries of the Project.

6.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate contract.

6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

6.2.1 The Architect shall coordinate the Work of the Contractor with that of other Contractors on the site. The Contractor shall cooperate fully with the Architect in this activity and shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall properly connect and coordinate his Work with theirs.

6.2.2 If the project will be constructed using phased design and construction methods, the Work of the Contractor will depend upon proper execution and results of the Work of another Contractor.

The Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other Contractor's Work as fit and proper to receive his Work, except as to defects which may develop in the other separate Contractor's Work after the execution of the Contractor's Work.

6.2.3 Should the Contractor cause damage to the Work or property of any separate Contractor on the Project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or arbitration, if he will so settle. If such separate Contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the Owner arises therefrom the Contractor

shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court or arbitration costs which the Owner has incurred.

ARTICLE 7.00

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the State of Florida and all local ordinances and codes.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 Performance Bond and Labor and Material Payment Bond, in the penal sum of not less than 100 percent of the Contract amount, with a Surety Company satisfactory to the Owner and licensed to conduct business in the State of Florida, will be required of the Contractor for any resulting contract in excess of $200,000 guaranteeing that the Contract, including the various guarantee periods thereunder, will be faithfully performed; and that the Contractor will promptly make payment to all persons supplying him labor, materials, supplies and services used directly or indirectly by the Contractor in the prosecution of the Work provided for in the Contract. The Bonds, along with the appropriate power of attorney, shall be delivered to the Owner simultaneously with Contractor's execution of the Agreement. The Bonds shall extend as a Guarantee Bond for one (1) year after acceptance of the Project.

7.5.2 In the event that Surety Company becomes bankrupt, insolvent or unsatisfactory to the Owner, the Contractor shall substitute additional or new Bonds in the same or lesser penal sum, satisfactory to the Owner and to be conditioned as above required. Upon the Contractor's failure to furnish such additional or new Bonds within five (5) days from the date of written notice to do so, all payments under this Contract shall be withheld until such additional Bonds are furnished.

7.5.3 The Bonds required in Paragraphs 7.5.1 and 7.5.2 shall be executed on AIA Form A311, and, prior to delivery to the Owner, shall be recorded in the public records of the county where the work is to be performed pursuant to FS 255.05(1)(a).

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7 ROYALTIES AND PATENTS

7.7.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

7.8 TESTS

7.8.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness and of the date arranged so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests, and approvals unless otherwise provided.

7.8.2 If after the commencement of the Work the Architect determines that any Work requires special inspection, testing, or approval which subparagraph 7.8.1 does not include, he will, upon written authorization from the Owner instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in subparagraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2), with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

7.8.4 If the Architect wishes to observe the inspections, tests or approval required by this Paragraph 7.8 he will do so promptly and, where practicable, at the source of supply.

7.8.5 Neither the observations of the Architect in his administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

7.9 ARBITRATION

7.9.1 Any controversy between the Owner and the Contractor arising out of or relating to this Agreement or the Breach thereof shall be settled by arbitration. The parties agree that there shall be three (3) Arbitrators to determine such controversy, one of whom is to be selected by the Owner, the second by the Contractor, and the third by the two (2) Arbitrators so selected. In all other respects such Arbitration shall be in accordance with the rules then obtaining of the American Arbitration Association.

7.9.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement within thirty (30) days after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or

other matter in question would be barred by the applicable statute of limitations and such statute of limitation shall apply to any right to arbitration herein.

7.9.3 The award entered by the arbitrators shall be final, and judgment may be entered in accordance with Florida Statutes by rule of court in any court having jurisdiction thereof.

7.9.4 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the Owner in writing.

7.10 EQUALITY AND SUBSTITUTIONS

7.10.1 In general, the preparation of the Drawings and Specifications has been based upon sizes, loads, and requirements of specific items of materials or equipment and, as such, it is the basis of bidding without exception. Therefore, all substitutions must be in accordance with the following provision:

7.10.2 In all instances where a particular system, product, or material is identified by one or more brand or trade names, one of such systems, products or materials, at the option of the Bidder, shall be considered as the basis for bidding. Should a Bidder wish to propose an equivalent system, product or material of a different manufacturer, he should submit a request, accompanied by substantiating technical data to the Architect at least ten (10) days prior to the date set for receipt of bids. If the proposed equivalent is acceptable to the Architect such will be acknowledged in an Addendum. If an addendum is not issued, bids submitted shall be in strict adherence to the specifications

7.11 PRECONSTRUCTION CONFERENCE

7.11.1 Before starting any construction work on the project, a conference including the Architect will be held at a place as designated by the Owner and coordinating with the Architect for the purpose of verifying general procedures, expediting and handling of Shop Drawings and Schedules and to establish a working understanding between the parties concerned with this project. Present at the conference shall be a responsible representative of the Contractor, the Contractor's Job Superintendent and representatives of the Architect and Owner. If Contractor so desires, he may have present with him representatives of major subcontractors. The date and time of the conference shall be agreed upon by the Owner, Contractor and Architect.

7.12 REFERENCED SPECIFICATIONS AND DOCUMENTS

7.12.1 Documents, materials, systems or operations specified by reference shall be provided in compliance with the requirements of the specified reference, except as modified by the requirements of the Contract Documents. Unless a particular edition is called for, the reference used shall be the latest published edition on the date of the Project Specifications.

7.12.2 In case of conflict between references and the Project Specifications, the Project Specifications shall govern. In case of conflict between references, the references having the more stringent requirement shall govern.

ARTICLE 8.00

TIME

8.1 DEFINITIONS

8.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

8.1.2 The date of commencement of Work is the date established in the Notice to Proceed.

8.1.2.1 If there is no Notice to Proceed, commencement of the Work shall be the date of the Agreement or such date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.

8.3 DAMAGES FOR DELAY (SEE PARAGRAPH 14.2)

8.3.1 Where the Architect and the Contractor cannot agree that the delay in the prosecution of the Work is justified, liquidated damages will be assessed in accordance with Paragraph 14.2 "TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS".

ARTICLE 9.00

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Within one (1) month after the Contract is executed, the Contractor shall submit to the Architect a schedule of values of the various portions of the Work, including quantities aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors in accordance with Paragraph 5.4 prepared on Attachment Two (2), Schedule of Values and Work in Place, as the Architect and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Architect may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule when approved by the Architect shall be used only as a basis for the Contractor's Applications for Payment.

9.3 PROGRESS PAYMENTS

9.3.1 Not less than thirty (30) days after the previous application, the Contractor shall submit to the Architect an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment on Attachment Three (3) to these General Conditions, an original and three (3) copies shall be forwarded to the Architect for distribution as follows: Owner, original and two (2) copies; Architect, one (1) copy.

9.3.2 At the discretion of the Owner payment will be made on account of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at some other location agreed upon in writing. Such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site.

9.3.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, will pass to the Owner upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interest or encumbrances, hereinafter referred to in this Article 9 as "Liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 If the Contractor has made Application for Payment as above, the Architect will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.4 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformity with the Contract Documents Substantial Completion, to the results of any subsequent tests required by the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. In addition, the final Certificate for Payment will constitute a further representation the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.4.3 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Agreement.

9.4.4 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5 PAYMENTS WITHHELD

9.5.1 The Architect may decline to approve an Application for Payment and may hold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provide in Subparagraph 9.4.2. The Architect may also decline to approve any Applications for Payment, or, because of subsequently discovered evidence or subsequent inspections, he may nullify

the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

9.5.1.1 defective Work not remedied or completed Work that has been damaged requiring correction or replacement,

9.5.1.2 third party claims have been filed or there is reasonable cause to believe such will be filed,

9.5.1.3 reasonable evidence of the failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment,

9.5.1.4 reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum,

9.5.1.5 damage to another contractor,

9.5.1.6 reasonable indication that the Work will not be completed within the Contract Time, (withholding sufficient funds to cover the anticipated assessment of liquidated damages), or

9.5.1.7 unsatisfactory prosecution of the Work including failure to furnish acceptable submittals and adhere to the provision of the Special Conditions appended hereto.

9.5.2 When the above grounds in Subparagraph 9.5.1 are removed, payment shall be made for amounts withheld because of them.

9.6 **SUBSTANTIAL COMPLETION**

9.6.1 When the Contractor determines that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall give written notice of such to the Architect. When the Architect determines by an inspection that the Work is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance, and shall fix the time within which the Contractor shall complete any remaining work shown therein. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

9.6.2 The Contractor shall cooperate with the Owner if it is the Owner's desire to occupy a substantially completed structure or portion of a structure. When such occupancy takes place the applicable warranty periods for the occupied portion shall be as provided in the Certificate of Substantial Completion.

9.6.3 The assessment of liquidated damages, if any, shall terminate on the Date of Substantial Completion.

9.7 **FINAL PAYMENT**

9.7.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection and acceptance, the Architect will make a final inspection and will notify the Contractor in writing of all particulars in which this inspection reveals the work to be incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

9.7.2 After the Contractor has corrected all deficiencies and delivered all Maintenance and Operating Instructions, Record Drawings, Guarantees, Bonds, Certificates of Inspection and other documents - all as required by the Contract Documents, he may make Application for Final Payment following the procedure for progress payments. The Application for Final Payment must be accompanied, in addition to the supporting data and schedules submitted with progress payments, by submittals as follows: (a) An Affidavit, sufficient to establish compliance with the provisions of the Mechanics Lien Law (Chapter

713 - Florida Statutes), stating, if that be the fact, that all lienors have been paid in full, or if the fact be otherwise, showing the name of each lienor who has not been paid in full and the amount scheduled to become due each for labor, services, or materials furnished; (b) Consent of surety, if any, to final payment; and (c) If required by the Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases, and waivers of liens arising out of the Contract to the extent and in such form as designated by the Owner. If any Subcontractor, material man, fabricator or supplier fails or refuses to furnish a release or waiver in full the Contractor will furnish a Bond or other collateral satisfactory to the Owner to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.7.3 If, on the basis of his observation and review of the Work during construction, his final inspection, and his review of the final Application for Payment - all as required by the Contract Documents, The Architect is satisfied that the Work has been completed and the Contractor has fulfilled all his obligations under the Contract Documents, he will within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval thereof and issue a final Certificate of Payment to the Owner. Thereupon the Architect will give written notice to the Owner and the Contractor that the work is acceptable subject to the provisions of Paragraph "Waiver of Claims". Otherwise he will return the application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the application. The Owner will within thirty (30) days after receipt by him of both an approved final Certificate of Payment from the Architect and an approved Certificate of Final Inspection by the Florida Department of Education pay the Contractor the full amount of the Contract Sum, less the aggregate of all previous payments and any assessment of liquidated damages.

9.7.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

9.7.4.1 unsettled claims,

9.7.4.2 faulty or defective Work appearing after Substantial Completion,

9.7.4.3 failure of the Work to comply with the requirements of the Contract Documents, or

9.7.4.4 terms of any special guarantees required by the Contract Documents.

9.7.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

9.8 **MISCELLANEOUS PROVISIONS**

9.8.1 Effective October 1, 2020, references to retainage percentages shall read:

In accordance with FS 255.078 (1) and FS 218.735 (8) (a), with regard to any contract for construction services, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment as retainage.

In accordance with FS 255.078 (6) and FS 218.735 (8) (e), retainage withholding does not apply to any contract for construction services if the total cost of the construction services purchased as identified in the contract is $200,000 or less.

9.8.1.1 In accordance with FS 218.735 (8) (e), Article 9.8.1 does not apply to construction services which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

9.8.2 Certificate for Payment shall be on the prescribed form as provided in Attachment Three (3).

9.8.3 Pursuant to paragraph 9.7.3, and for the purpose of obtaining final payment, the Contractor shall execute and submit the Contractor's Affidavit to Owner on Attachment Four (4) to these General Conditions.

ARTICLE 10.00

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

10.2.1.1 all employees on the Work and all other persons who may be affected thereby;

10.2.1.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors and;

10.2.1.3 other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall comply with the Trench Safety Act, where relevant and written assurance that the contractor will comply with the Trench Safety Act, section 553.60 through 553.64, F.S. The Contractor shall erect and maintain as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.4 All damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specification or to the acts or omissions of the Owner or Architect or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

10.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.

10.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11.00

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE (See Paragraph 7 in the Supplemental Conditions.)

11.2 PROPERTY INSURANCE (See Paragraph 8 in the Supplemental Conditions.)

ARTICLE 12.00

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Owner, without invalidating the Contract and without notice to the sureties, may order Changes in the Work within the General scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order will also be signed by the Contractor if he agrees to the adjustment on the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

12.1.3 The cost or credit to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways:

12.1.3.1 by mutual acceptance of a lump sum properly itemized;

12.1.3.2 by unit prices stated in the Contract Documents or subsequently agreed upon; or

12.1.3.3 by cost and a mutually acceptable fixed or percentage fee.

12.1.4 If none of the methods set forth in 12.1.3 is agreed upon and the Owner and Architect deem it necessary that the added work in question be performed without delay, the Contractor shall promptly proceed with the added work in question. The cost of such Work shall then be determined by the Architect on the basis of the Contractor's reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 12.1.3.3 above the Contractor shall keep and present in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Pending final determination of cost to the Owner, payments on account shall be made on Certificate for Payment approved by the Architect. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by the Architect. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net amount, if any. Change Orders extending Contract Time for completion will not automatically entitle the Contractor to increased costs for overhead during the extended period unless specifically allowed in the Change Order.

12.1.5 If the Architect, the Owner and the Contractor agree that the unit costs set forth in the Contract Documents are not applicable to the quantities of added work in question, they shall not be utilized.

12.1.6 If the Contractor claims that additional cost is involved because of (1) any written interpretation issued pursuant to Subparagraph 1.2.8, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, or (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.3, the Contractor shall make such claim as provided in Paragraph 12.2.

12.1.7 When the amount of cost or credit is to be based on mutual acceptance of a lump sum (Clause 12.1.3.1), whether such an amount is an extra, a credit, or no-change-in-contract price, the Contractor shall submit a change order estimate on forms furnished by the Owner which shall be substantiated by a complete itemized breakdown (including breakdowns from each Subcontractor on the same form) showing all direct costs for the change or changes in the Work. The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost when the amount of cost is to be based on actual direct cost plus overhead and profit (Clause 12.1.3.3). The Contractor shall submit receipts or other evidence as the Architect may direct, showing actual direct costs and his right to the payment claimed.

12.1.8 The following factors shall be applicable to all methods of arriving at extra or credit for Change Orders except where unit prices (Clause 12.1.3.2) are stated in the Contract Documents:

12.1.8.1 for all Work done by his own organization, the Contractor may add ten percent (10%) of his net increase in direct costs for combined overhead and profit;

12.1.8.2 for all change order Work done by Subcontract, the contractor may add ten percent (10%) of the net increase in direct costs for combined overhead and profit above Subcontractor's direct cost for his overhead and profit (as defined herein).

12.1.8.3 where changes involve the Contractor and one or more Subcontractors, the breakdown shall itemize the above percentages separately, by use of individual change order estimate forms;

12.1.8.4 overhead and profit percentages will be deducted on items which have a net decrease;

12.1.8.5 when both additions and deductions are involved in any one item, the overhead and profit shall apply to the net amount, if any;

12.1.8.6 subcontractor direct costs shall include labor, materials, Worker's Compensation, taxes, health and retirement benefits, social security, and the expense of work performed after regular working hours to the extent authorized by the Owner;

12.1.8.7 contractor supervision, clean-up services, insurance, contractor incremental performance and payment bond cost, proportionate necessary transportation, traveling and subsistence expenses of Contractor's employees incurred for the Project; materials, supplies and temporary facilities, including Project office expenses; equipment rental by agreement approved by Owner with advice of Architect, including transportation and unloading; telegrams, postage, telephone service at the site and other normal overhead expenses as approved by Owner shall be included in the Contractor's 10% compensation for overhead and profit. Contractor is authorized on change orders to submit for reimbursement incremental pre-approved dumpster rental at cost. Contractor is not authorized to invoice the College for subcontractor performance and payment bond cost as Florida statutes only require the contractor to bond the College for work > $200,000.00

12.1.9 The above added percentages are defined to include all overhead and additional costs resulting from the change in scope of work including any time extensions.

12.1.10 Notwithstanding any other provisions of this Contract it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various element of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages pursuant to the new completion schedule.

12.2 CLAIMS FOR ADDITIONAL COSTS

12.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance Subparagraph 10.3.1. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum it shall be determined by Arbitration, Paragraph 7.9. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3 FIELD ORDERS

12.3.1 The Architect may issue written Field Orders which interpret the Contract Documents in accordance with Paragraph 12.1.4 without change in Contract Sum or Contract Time, a copy of which shall be forwarded to the Owner. The Contractor shall carry out such Field Orders promptly.

ARTICLE 13.00

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any Work should be covered contrary to the request of the Architect, it must, if required by the Architect, be uncovered for his observation and replaced, at the Contractor's expense.

13.1.2 If any other Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by a separate contractor employed as provided in Article 6, and in that event the Owner shall be responsible for the payments of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Architect's additional services thereby made necessary.

13.2.2 If, within one (1) year after the date of the approval of the Certificate of Final Inspection by the Florida Department of Education or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has

previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 All such defective or non-conforming Work under Subparagraph 13.2.1 and 13.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

13.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

13.2.5 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 3.4.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 14.00

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under any order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor for the Architect's failure to issue a Certificate for Payment as provided in Paragraph 9.5 or for the Owner's failure to make payment thereon as provided in Paragraph 9.5, then the Contractor may, upon seven (7) days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, construction equipment, tools, and machinery, including reasonable profit and damages.

14.2 TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

14.2.1 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, the Owner may, upon seven (7) days written notice to the Contractor, and his surety, if any, terminate his right to proceed with the Work or such part of the Work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing

the work such materials, appliances, and plant as may be on the site of the Work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

14.2.2 If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Owner in completing the work.

14.2.3 If fixed and agreed liquidated damages are provided in the Contract and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

14.2.4 The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

14.2.4.1 The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of a public enemy, acts of the Owner in its contractual capacity, acts of other Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather conditions not reasonably anticipated based on Weather Bureau five (5) year averages for the contract period, or delays of subcontractors or suppliers (at any tier) arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

14.2.4.2 The Contractor, within ten (10) days from the beginning of such delay (unless the Owner grants a further delay of time in writing before the date of final payment under the Contract), notifies the Architect in writing of the causes of delay. The Architect shall ascertain the facts and extent of the delay and, with agreement of the Owner, extend the time for completing the Work when, in his judgment, the findings of facts justify such an extension. A Change Order will be executed pursuant to Article 12 to reflect the change in Contract Time.

14.2.5 If, after notice of termination of the Contractor's right to proceed under the provisions of this Paragraph, it is determined for any reason that the Contractor was not in default, or that the delay was excusable, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be resolved in arbitration pursuant to Paragraph 7.9 ARBITRATION.

14.2.6 The rights and remedies of the Owner provided in this Paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14.3 **TERMINATION FOR OTHER REASONS**

14.3.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient.

14.4 FURTHER PAYMENTS

14.4.1 In the event of termination under Paragraphs 14.2 and 14.3 the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Architect.

14.5 ABANDONMENT OF THE PROJECT

14.5.1 Upon seven (7) days' written notice to the Contractor and the Architect, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained, plus a reasonable profit.

ARTICLE 15.00

EQUAL OPPORTUNITY

15.1 EQUAL OPPORTUNITY

15.1.1 All jobs let based on bids received or contracts negotiated will be guaranteed by the individual Contractor or Subcontractor or Sub-subcontractor as to compliance with any and all applicable laws, rules and regulations relating to equal employment opportunity, and any Federal, State and Local Laws, rules and regulations pertaining hereto. The Contractor shall execute the certificate as provided in Attachment Number 5 as evidence of such compliance and file it with the Owner simultaneously with the Contractor's execution of the agreement.

15.1.2 Pursuant to Florida Statute 112.313(7) and COLLEGE Board Rule # 6Hx 7-2.9(4), College Employees, while acting in a private capacity, are not allowed to do business with the College. This also applies to the buying or selling of goods or services to the College from any business entity of which the employee or their spouse or child is an officer, partner, director, or proprietor or otherwise has a material interest. This may include private instructional services provided to the College from a full time or adjunct faculty member.

ARTICLE 16.00

PROTEST

16.1 PROTEST OF BID/PROPOSAL

16.1.1 Any notice of protest involving the specifications, the terms and conditions or any other aspect of the Invitation To Bid must be filed within 72-hours after the receipt of the solicitation, however protests will not be considered if the notice of protest letter is not delivered prior to 72-hours after the solicitation was issued (Saturdays, Sundays and state holidays shall be excluded in the computation of the 72-hour time periods). The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. Failure to file a notice of protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

"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 the filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes".

16.2 POSTING OF BID TABULATIONS

16.2.1 Bid tabulations with recommended awards will be posted for review by interested parties at https://www.fscj.edu/discover/governance-administration/purchasing/bids-schedule on or about **Month/Day/Year**, unless the date is extended by letter of notification or as soon as a determination has been made, and will remain posted for a period of 72-hours (Saturdays, Sundays and state holidays shall be excluded in the computation of the 72-hour time periods). Their content will be made public for the information of Bidders and others interested, and those who may be present either in person or by representative on the College's Purchasing Department website located at https://www.fscj.edu/discover/governance-administration/purchasing/bids-schedule for a 72-hour period.

Any notice of protest of award or recommendation of award shall be filed in writing within 72-hours with a protest bond amounting to (1) Twenty-five Thousand dollars ($25,000) or Two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over $500,000; and (2) Five percent (5%) of the lowest accepted bid for all other projects (as defined in section 255.0516 Florida Statues) after the posting of the bid tabulation and a formal written protest shall be filed within 10 days after date the notice of protest was filed. Failure to file a protest and protest bond within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

ATTACHMENT TO THESE GENERAL CONDITIONS

The following forms and informational sheets are attached hereto as acceptable guides for various submittals called for herein:

Agreement Between Owner and Contractor	Attachment No. 1
Application and Certificate for Payment	Attachment No. 2
Contractor's Affidavit to Owner	Attachment No. 3
Equal Opportunity - Certificate of Compliance	Attachment No. 4
Supplementary Conditions	Attachment No. 5

FSCJ Florida State College at Jacksonville

Agreement RFP #2022C-06
Between
Florida State College at Jacksonville
and
_____

1.0 This Request for Proposal agreement #2022C-06 for Roof Repair & Replacement Delivery Order/Job Order Contracting Services hereinafter referred to as "Agreement", is made this _____ day of _____ (month), 20_____, by and between Florida State College at Jacksonville with its principle address at 501 West State Street, Jacksonville, FL 32202-4068, a political subdivision of the State of Florida, hereinafter referred to "Owner" and _____with its principle address at _____, Florida _____, a private for profit corporation, (Federal ID# _____) hereinafter referred to as "Contractor".

Pursuant to Florida Statute 112.313(7) and OWNER Board Rule # 6Hx 7-2.9 (4) "Personnel Responsibilities Outside Scope of Employment" "No employee (including part time employees, or adjunct employees) shall sell any product or service to the Owner Board except as may be specified in the employee's position responsibilities at the College." Contractor attests no Owner employees are also employees of Contractor.

2.00 WITNESS:

Whereas "OWNER" has five (5) campuses in Duval county; and whereas "OWNER" issued a Request for Proposal number 2022C-06 for Roof Repair & Replacement Delivery Order/Job Order Contracting Services and whereas "CONTRACTOR" submitted a written formal Request for Proposal response proposal #2022C-06 on 12/6/2021, and whereas "OWNER" evaluation committee has reviewed submission(s) received and recommends for this agreement "CONTRACTOR" as a top ranked proposer and now therefore, and in consideration of the mutual covenants, agreements, and conditions herein, and in "OWNER's" Request for Proposal number 2022C-06 attached as "Attachment A" to this agreement and "CONTRACTOR's proposal #2022C-06 which is attached as "Attachment B" to this agreement and incorporated by reference, it is mutually agreed by and between the parties as follows:

3.00 TERM:

Term/ Termination:

- This agreement is for an initial term commencing on or about Febuary 9, 2022 or on the date both parties authorized officers sign this Agreement and will continue for twelve (12) months until January 31, 2023 to timely complete the defined SOW deliverables defined herein and includes a reserved option to be renewed under mutually agreed to rates, terms, conditions and additional SOW.

- This Agreement shall have the option to be extended for up to five (5) additional terms of one (1) year(s) each, or up to a total of 6 years. Extension of this agreement is subject to mutual agreement, continued need, satisfactory performance, same terms and conditions. Continuation of this agreement beyond any fiscal year end (i.e., June 30th) is subject to State of Florida continued adequate appropriation to "OWNER", by the State of Florida Legislature, and District Board of Trustee approval of extension. In the event that the agreement(s), resulting from the award of this RFP shall terminate or be likely to terminate

prior to the making of an award for a new agreement for the identified services as long as the accumulative maximum amount of $12,000,000 has NOT been reached; the College may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the agreement, and with the written consent of the Contractor(s), extend the agreement(s) for such comparable period of time as may be necessary to permit the College's to re-solicit for the continued supply of the identified services.

4.00 CONTROLS:

This indefinite quantity agreement shall:

- Contractor shall comply with all requirements defined in RFP #2022C-06.
- Where the Contractor does not have the capability or the time to complete the work required under this RFP 'IN HOUSE', sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor(s) contemplating for the use will be included on each project proposal submitted with the proposed sub-contractor licensure authorizing the ability to perform the assigned work. This process is needed so that the College can be assured and in agreement that the Sub-contractor(s) can complete the work to the desired quality and in a timely manner.
- All requested project proposals must be submitted in the format and priced in accordance with RFP #2022C-06, Section 5.90 (Local R.S. Means Formula Co-Efficient Pricing) and to include requested time to complete project proposed in Section 5.50.
- Contractor and Sub-contracted employees shall wear a uniform identifying the firm they represent. The College reserves the right to exclude anyone from entry into College proper for noncompliance with this requirement.
- Each project will have a maximum per funded purchase order (job/project) price <u>not to exceed $500,000 with a maximum capped term period expenditure of $2,000,000.</u>
- All individual projects awarded against this contract would require a Duval County recorded 100% performance and payment bond issued by a surety licensed to do business in the State of Florida. The bonds along with the appropriate power of attorney shall be delivered to the Executive Director, Purchasing no later than 7 calendar days after receipt of notice of award of the project/job.

a. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida without conflict of laws rules. Venue for any dispute arising from this Agreement shall only be in Duval County, Florida.

b. Notwithstanding the foregoing, Owner shall have no obligation to issue orders, if the Contractor is in default or breach under this agreement; the Florida Legislature fails to appropriate or allot necessary funds; or "OWNER" is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of the "OWNER", regardless of whether such causes was reasonably anticipatable; or if Contractor fails, declines, or is unable to perform any of the work described by any Purchase Order or statement of work agreed to by "OWNER" during the term of this agreement.

c. "CONTRACTOR" shall provide a continuous on-site work force during regular working hours, until scheduled project completion. The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the project. For the purpose of this RFP, regular working days are defined as between 6:00 a.m. and 5:00 p.m., Monday through Friday except on College observed holidays unless other arrangements are approved by the College in advance such as during winter or spring break.

d. "CONTRACTOR" shall guarantee all contractor supplied materials and workmanship for all projects assigned for a minimum period of one (1) year from date of delivery and remedy any resulting defects/failures at their own expense within three (3) work days after any malfunctioning equipment has been called to their attention.

e. A minimum of one (1) year warranty is needed on all satisfactory work performed during which time "CONTRACTOR" will repair/replace defective/malfunctioning work completed.

f. "CONTRACTOR" shall maintain all records, quotes, invoices, and associated documentation for a period not less than five years after termination of this agreement and make available to the "OWNER" or its auditors at no cost reasonable access to said quotes, invoices, documents, records, etc.

g. No deliveries are to be made or services provided thereunder until funded purchase orders are issued by the purchasing department. All such orders will cite the basic agreement number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the agreement and instructions contained in the funded purchase orders.

h. The quantities set forth herein are estimates only and are based upon past experience. The college cannot guarantee, therefore, that the entire quantity of any or all items will be ordered during the period of the agreement. Conversely, during the period of the agreement, the college reserves the right, as necessary, to order quantities in excess of the estimated quantities at agreement prices.

5.00 DEFAULT:

Either party may serve written Notice of Default to the defaulting party providing the defaulting party fourteen (14) calendar days to cure the conditions of default and, if still uncorrected after said fourteen (14) days written notice, this agreement may be terminated upon three (3) work days' notice thereof.

5.10 TERMINATION:

In addition to termination provisions based on default defined above, either party shall retain the right to terminate this agreement without cause by providing ninety (90) calendar days written notice.

This agreement includes provisions for either party to terminate this agreement upon serving ninety (90) calendar days written notice without cause where OWNER will be responsible to pay for all professional services rendered prior to receipt of notice of termination.

OWNER further reserves the right to terminate this agreement upon seven (7) calendar days notice if it does not continue to receive adequate appropriations from the State of Florida Legislature.

6.00 SCOPE OF WORK:

<u>The Contractor shall:</u>

a. Provide qualified contractors employees to perform all construction delivery order contracting services as defined in individually issued Purchase Order project assignments.

b. Be an "<u>independent contractor</u>" providing all required equipment, materials, tools, necessary labor, and etc. services for the various types of construction services in the College's buildings, facilities and property for the work to be performed as specified on each issued Purchase Order.

c. Proposer shall sell FSCJ only OEM new and unused parts as required.

d. Maintain all insurance as specified in Special Condition #8.01 and provide and maintain for all terms of the agreement.

e. Maintain all required licensures authorizing work of this scope as listed RFP #2022C-06 Section 5.117.

f. At all times guard from damage or loss of property of the College or of other contractors or sub-contractors and shall replace or repair any loss or damage unless such be caused by the College, other contractors or sub-contractors. The College may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or his agents.

g. Be responsible for the prompt removal of all debris resulting from his delivery.

h. At all times keep the construction area, including storage areas used by the Contractor, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the College. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and as original condition satisfactory to the College.

6.10 PROCEDURE OF HANDLING:

a. Individual College departments will identify scope of work and communicate said desired scope of work to their campus maintenance supervisor and/or their campus Director of Campus Operations (DCO).

b. The DAS will review the desired scope of work and communicate with the College's facilities department about the request form to include defining a project contact person name and phone number.

c. The campus department will contact CONTRACTOR local project manager and provide same a copy of any work request where a quotation/proposal is required. Contractor is to schedule, if possible, a site visit with the end user/DCO and plant superintendent.

d. CONTRACTOR will provide a written proposal estimate using defined fixed cost indices/coefficients defined in this agreement within the timelines defined in Section #8.00 of this agreement. The written proposal shall notate the names of any subcontractors proposed as well as their license numbers, whether they are W/MBE owned as well as provide copies of their licenses.

e. The facilities department will if possible meet with the end user/contact person, campus DAS to review the written proposal submitted, and issue a College building permit (if needed).

f. The end user/DAS will forward to the purchasing construction buyer a copy of the CONTRACTOR written quotation/proposal and all supporting documentation including subcontractor licenses noting the requisition number on it. The online department requisition for a PO will use a type of "CO".

g. In accordance with FS 255.103, for compliance of FS 255.20 and SREF Section 4.2(2) projects equal to or greater than $300,000, the FSCJ contracted Architect/Engineer drawings and specifications must be referenced on any proposal in which scope of work is to be performed. The FSCJ contracted Architect/Engineer name in which provided drawings, specification and construction administration must also notated.

h. Purchasing will issue a separate purchase order for each delivery order, upon receipt from CONTRACTOR of a recorded 100% performance and payment bond for all delivery order PO's equal to or greater than $200,000, which will be provided within 7 business days of request.

i. Purchasing will forward said PO to CONTRACTOR.

j. CONTRACTOR shall await receipt of said OWNER PO before commencing any work.

k. The College Associate Vice President for Facility Management and Construction with the Executive Director for Purchasing shall retain the right to direct CONTRACTOR to commence work that is of an emergency nature/safety to life without a PO, where a PO will follow within 7 business days.

l. Material Supplies and Equipment - Owners Sales Tax Exemption: Contractor shall include in solicitations of subcontractor bids in accordance with RFP 2022C-06 Sectrion 9.00 herein regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. Contractor from time to time would recommend to the College that it purchase raw materials / equipment directly on an OWNER Purchase Order (PO) net of State of Florida sales tax by submitting a tax agreement signed by the subcontractor and completed manual Requisition for tax saving direct purchases (refer to Exhibit "B" of Section 9.00). The College, in turn, would do a deductive change order to Contractor PO equal to the value of the raw materials plus the sales tax saved.

1. In all cases the parties will attempt to identify materials of significant cost that can be purchased without the payment of sales taxes. Significant cost is defined for these purposes as an amount of materials or equipment in excess of $5,000 per Purchase Order. The parties agree to use their best efforts to identify these items prior to the signing of a particular delivery order.

2. If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:
   - Owner shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per Exhibit A and Exhibit B of Section 9.00.

3. In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.

4. If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:
   - Contractor may designate an item as suitable for tax exempt purchase.
   - Upon notice to Owner both parties will determine, by agreement, whether the item shall be purchased by the Owner so as to be tax exempt.
   - Within five (5) business days of notification, the parties shall agree whether the tax exempt purchase shall be initiated.
   - Upon agreement, the parties will initiate a tax exempt purchase in compliance with Florida law, where Owner will be responsible for builders' risk/loss up until the raw materials/equipment is incorporated into the project.
   - When the tax exempt purchase is completed, the amount of money due to contractor shall be reduced by the cost of the item, plus applicable sales tax.
   - If either party determines that the item should not be purchased in a tax exempt manner, then the purchase of the item will be made by the Contractor as contemplated in the delivery order.
   - If Owner delays in making a decision about the tax exempt purchase or delays in the completion of the forms necessary to complete the purchase, then the delay in purchase shall excuse timely performance by Contractor to the extent of the delay.

5. In no case shall Owner pay Contractor the cost of any item, or the tax associated with its purchase, if Owner has directly purchased the item under its tax exempt authority.

7.00 TERMS AND CONDITIONS:

a. "OWNER's" Purchasing Department will forward said PO to "CONTRACTOR" upon receipt from "CONTRACTOR" of all required documents: insurance certificate, licensures, payment and performance bond (when applicable), and signed agreement.

b. "CONTRACTOR" shall await receipt of said "OWNER's" PO before commencing any work. Unfunded annual requirement contract(s) will be awarded to the successful contractor(s). No deliveries are to be made or services provided thereunder each fiscal year until funded purchase orders are issued by the College purchasing department. All such orders will cite the basic contract number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the instructions contained in the funded purchase orders.

c. "CONTRACTOR" shall accept a written Notice of Intent to issue a Purchase Order or other written notification authorizing "CONTRACTOR" to proceed from the Executive Director for Purchasing, or designee, should the project be deemed of an extremely time sensitive or of an emergency nature/safety to life in which awaiting receipt of said "OWNER's" Purchase Order is not feasible before commencing any work.

d. ALTERNATE FUNDING SOURCE REQUIREMENTS: Whenever applicable, the "CONTRACTOR" will adhere to all applicable Federal, State, and local ordinances, to include, but not limited to:

Federal Civil Rights Act of 1964
Immigration Reform and Control Act of 1986
State of Florida Workers' Compensation Act
Davis-Bacon Act
Occupational Health and Safety Act
Environmental Protection Agency Laws
Florida Environmental Protection Division Regulations
Florida Department of Transportation Regulations
Copeland Anti-Kick Back Act
FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002

NOTE: The subsequent contract to the RFP can be utilized for any project in which FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002 requirement would be applicable. Contractor will be notified at the time of proposal request of special funding sources and if additional documentation will be required.

8.00 TIME FRAME/RESPONSE TIME:

a. As defined in "CONTRACTOR" RFP #2022C-06 and "CONTRACTOR's" proposal #2022C-06 the following not to exceed schedule:

b. "CONTRACTOR's" management approach to the response plan procedures offers the optimum combination of key elements in the successful delivery of timely performance through use of experienced qualified personnel, extensive quality control program, adequate resources, material availability, and advanced scheduling. "CONTRACTOR" has developed the management systems, expertise, and human resources necessary to minimize delays due to subcontractor and

material availability; meet defined schedules; manage increased work loads; and stay on schedule for multiple task order contacts.

c. "CONTRACTOR" commits to completion of the scope of work within the described number of days as defined in the issuance of a College funded Purchase Order for each project assigned.

d. As defined in CONTRACTOR proposal #2022C-06, Section 5.50 the following not to exceed schedule shall prevail: The project management team will organize a series of activities for their proposal response plan. This response plan is organized by delivery order classification: normal, urgent, or emergency.

Delivery Order Response Plan:

PROJECT ACTIVITIES	ROUTINE/NORMAL RESPONSE STATUS	FAST TRACK / URGENT RESPONSE STATUS	*EMERGENCY RESPONSE STATUS
Project Scope Visit			
Design/Estimate			
Schedule			
Project Negotiations			
Notice to Proceed			

(**Note:** * Response Status is defined as a time line of the amount of time in terms of working days beginning at the time of the notification of the delivery order.

**In situations where safety, health, and property are at risk, the College will request an emergency response status in the amount of hours to have your staff arrive on campus from notification of emergency.

9.00 COST/RATES:

a. Lot #1 the CONTRACTOR and OWNER shall utilize the latest R.S. Means cost data and the City of Jacksonville cost index weighted average for establishing individual pricing/proposals under this contract. The Lot #1 fixed co-efficients multipliers are to remain unchanged throughout the life of the contract, which includes the initial contract term and any renewal options exercised.

b. CONTRACTOR shall utilize the following Lot #1 fixed co-efficients for all terms of this contract as defined in CONTRACTORS proposal #2022C-06:

HOURS	PROJECTS < $200,000	PROJECTS $200,000 - $500,000
Standard Work Hours 6:00 am – 6:00 pm (M-F) Excluding College holidays		
Non-Standard Work Hours (other than 6:00 am – 6:00 pm M-F) Excluding College holidays		

9.10 LOT #1 NON PRE-PRICED ITEMS:

Work for which no line item is available through the indices above shall be priced as follows:

a. First preference shall be to try and "build" the work using line items available in the indices.

b. Contractor to get (3) quotes and award to lowest responsive bidder(s) and require provided supervision less than $200,000:

On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) **involving multiple trades**, contractor will charge cost plus	%
On a Non Pre-Priced Item (s) (NPI)/Owner Directed Item(s) (ODI) projects (s) **involving a single trade**, contractor will charge cost plus	%

c. Contractor to get (3) quotes and award to lowest responsive bidder(s) and require provided supervision greater than or equal to $200,000 and < $700,000 with 100% performance and payment bond:

On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) **involving multiple trades**, contractor will charge cost plus	%
On a Non Pre-Priced Item (s) (NPI)/Owner Directed Item(s) (ODI) projects (s) **involving a single trade**, contractor will charge cost plus	%

d. Non-pre-priced items (NPI)/Owner directed items (ODI) projects involving one single source/supplier for the entire project and do not require contractor provided supervision.

NPI/ODI: Work > $200,000 with bond, Contractor to obtain (3) quotes and priced at low bidder meeting specifications plus	%
NPI/ODI: Work < $200,000 without bond, Contractor to obtain (3) quotes and priced at low bidder meeting specifications plus	%

9.20 TOTAL COST/VALUE (LOT #2: DISCOUNTED LABOR RATES AND MATERIAL COSTS)

a. Normal Working Hours (6:00 a.m. to 5:00 p.m.): Monday – Friday

Project Manager $_____ per man-hour *
Superintendent $_____ per man-hour *
Journeymen $_____ per man-hour *
Helper $_____ per man-hour *
(* Hour begins when staff arrives on campus)

b. Emergency Charges: Any Time Emergency Call-In during Hours (5:01 p.m. to 5:59 a.m.)

Project Manager $_____ per man-hour *
Superintendent $_____ per man-hour *
Journeymen $_____ per man-hour *
Helper $_____ per man-hour *
(* Hour begins when staff arrives on campus)

c. Materials Cost Percentage Proposal *:

	Mark-up	
Mark up % over cost of:	<$25K	> $25K
Equipment/Systems*	_____%	_____%
Repair/Replacement Parts	_____%	_____%

***Note:** FSCJ reserves the right on purchases greater than $5K of equipment to work with the awarded contractor directly purchase the equipment from the equipment manufacturer to save State of Florida sales tax, where FSCJ would retain the sales tax savings using Material Supplies and Equipment Owners Sales Tax Exemption (Section 9.00).

The College reserves the right to request contractor (using co-efficients/unit prices defined herein) to develop extended warranty programs.

d. Sub-Contractors Cost:

Define below the cost markup percentage for future projects that require your use of sub-contractors for work under contract 2022C-06 unique so that your firm cannot self-perform on a cost plus percent (%) basis: (0% mark-up preferred)

	Mark-up	
Mark up % over cost of:	<$25K	> $25K
Subcontractor Services	_____%	_____%

9.30 ESTIMATING SOFTWARE AND INDICES:

CONTRACTOR shall purchase and maintain at its cost the following software for its office (including CONTRACTOR provided training) during all terms of this agreement:

a. R.S. Means Facilities Construction Cost Database (latest most current year edition) (Bare Cost Column)
b. Costworks estimating software.

CONTRACTOR and OWNER shall utilize the latest R.S. Means Construction Cost Data catalogs (6001-7), and/or (#6002-7 Mechanical Cost Data), and/or (#6004-7 Repair and Remodeling Cost Data) and the latest City of Jacksonville cost index weighted average (i.e. 0.857) for establishing individual pricing/proposals under this agreement.

10.00 MEETINGS/AUDITS:

A meeting consisting of management representative from both parties shall meet initially prior to beginning any individual project to discuss the status of work as needed but not less than monthly through the project duration until "Owner" has accepted the project completion, which would include "CONTRACTOR" submitting status report(s). This requirement can be adjusted as the needs of both parties' dictate. This shall not prohibit more frequent meetings as desired. The intent of this agreement is to more expeditiously furnish related services to College customers. To this end, this agreement may be formally modified in writing when mutually agreeable to by both parties.

10.10 DRAWING QUALITY:

In cases where the College does not provide drawings as described in RFP #2022C-06, the Contractor will be responsible to develop and obtain college sign off on minimal design drawings that would be typical of a design development stage (35%) as described by the AIA. The Contractor will ensure that each design meets specifications, appropriate codes, industry standards, government regulations and laws. The typical minimal design drawings will not require the services of a registered architect or engineer. In cases where the College requires design drawings in more detail than the design development stage or if the services of a registered architect or engineer are required, prices for these services will be negotiated using Sections 010-004 and 010-028 of the R.S. Means Facilities Construction Cost.

10.20 CONTRACTORS DISASTER RECOVERY PROPOSAL :

Contractors proposed disaster recovery proposal is as per Attached Exhibit "B" (as per "CONTRACTOR" proposal section #5.40 of RFP 2022C-06.

11.00 MINORITY BUSINESS UTILIZATION:

"CONTRACTOR" shall invite (where known) 25% of all subcontractor/ subconsultant firms on any job to be those that are greater than 51% women or minority owned and State of Florida licensed contractors. The Contractor shall quarterly furnish to the "OWNER'S" purchasing office a listing of all minority (including women owned or small business) subcontractors used. This listing shall include both certified and non-certified minority vendors. Contractor shall include the name of the subcontract firm, their address and define the trade/services (i.e., electric, plumbing, drillers, etc.) provided and the dollar amount of services rendered during the past quarter.

12.00 INVOICING:

As per the RFP, invoices shall be submitted no more frequently than once a month. "OWNER" will remit payment within 20 calendar days after satisfactory completion of defined deliverables and receipt of an accepted invoice. Both parties will agree to an application and certificate process for payment and a modified schedule of values for payment.

Projects equal to or greater than $200,000 will have a Florida State College at Jacksonville assigned Architect/Engineer to provide drawings, specification and construction administration:

- Not less than thirty (30) days after the previous application, the Contractor shall submit to the Architect/Engineer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment.
- If the Contractor has made Application for Payment as above, the Architect/Engineer will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate.

RETAINAGE: Effective October 1, 2020, retainage percentages shall as stated:

- In accordance with FS 255.078 (1) and FS 218.735 (8) (a), with regard to any contract for construction services, the Owner may withhold from each progress payment made to the contractor an amount not exceeding 5 percent of the payment as retainage.
- In accordance with FS 255.078 (6) and FS 218.735 (8) (e), retainage withholding does not apply to any contract for construction services if the total cost of the construction services purchased as identified in the contract is $199,999.99 or less.
- In accordance with FS 218.735 (8) (e), does not apply to construction services which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The Contractor shall pay each Subcontractor in accordance with Construction Prompt Payment Law (Section 715.12, F.S.), upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payment to the Contractor. The Contractor shall also require each Subcontractor to make similar payment to his Sub-subcontractors.

13.00 LAWS, REGULATIONS AND RULES:

"CONTRACTOR" shall comply with all laws, ordinances, rules and regulations, whether federal, state or local, applicable to the operation of its business including compliance with Federal Affirmative Action/Equal Employment Opportunity regulations. While on campus premises, "CONTRACTOR" shall comply with "OWNER" policies and shall at all times conduct its business safely in accordance with recognized standards in the trade.

Contractor acknowledges and agrees to fully comply with Owners 100% Tobacco Free Use Policy on any Owner Campus or Center grounds.

14.00 INDEMNIFICATION:

Contractor shall indemnify, release, defend and hold harmless OWNER from all claims, liabilities, damages, suits, causes of action or judgments including, but not limited to, OWNER's reasonable costs and attorneys' fees, arising out of the negligent acts Contractor's or its sub-contractors, arising out of or in connection with its obligations under this Agreement.

15.00 INSURANCE:

During all terms of this Agreement, "CONTRACTOR" shall, at its sole cost and expense, maintain worker's compensation insurance as required by law, and other specified insurance on an occurrence basis in an amount equal to the limits as defined in "OWNER" proposal #2022C-06, Supplementary Conditions Paragraph 7. "Contractor" shall provide a certificate of insurance listing the District Board Of Trustees, 501 West State Street, Jacksonville, Fl 32202, of Florida State College at Jacksonville as additionally insured before services shall commence and confirming that before any cancellation modification or reduction in coverage of such policies, the insurance company shall give thirty (30) days prior written notice to "OWNER" of such proposed cancellation, modification or reduction. Any fees charged by the insurance company for issuing certificates or notification to "OWNER" shall be the responsibility of "Contractor". All such insurance policies is to be placed with an insurer rated A or better by A.M.

The Contractor shall provide Owner and maintain for all terms of this agreement a certificate of insurance listing the Owner District Board of Trustees as an additionally insured for both General Liability and Professional Errors and Omissions Insurance.

16.00 OWNER IS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA / LIMITED LIABILITY:

The parties hereto acknowledge and agree OWNER is a political subdivision of the State of Florida. As such, OWNER performance under this agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all federal /state laws/ regulations and District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that OWNER's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the OWNER to be sued; or (iii) a waiver of sovereign immunity of the OWNER beyond the waiver provided in Section 768.28, F. S. As OWNER is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues.

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

"CONTRACTOR" acknowledges that OWNER, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

Proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed herein.

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

In addition to other contract requirements provided by law, the Contractor shall:

e) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.

f) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville 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.

g) Ensure that public records that are exempt of confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

h) Meet all requirements for retaining public records and transfer, at no cost, to Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

If a Contractor does not comply with a public records request, the Florida State College at Jacksonville shall enforce the contract provisions in accordance with the contract.

Contractor shall notify the College designated contact each time it receives a public records request for public records Contractor has in its possession.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE OWNER CONTRACT ADMINISTRATOR).

17.00 RELATIONSHIP:

"CONTRACTOR" is an independent contractor acting in its own behalf, and nothing contained in this Agreement shall be construed to make "CONTRACTOR" a partner, employee, agent, joint venturer, dealer or franchisee of "OWNER". This agreement does not call for College personnel and "CONTRACTOR" personnel to work together on any project. If it has subsequently been determined that if this situation may arise, the relationship between the "CONTRACTOR" and College personnel will be clearly defined within the scope of work whereby Contractor shall at all times remain an independent contractor. This relationship shall cause close coordination between the "OWNER" and "CONTRACTOR" and may be subject to change as both sides agree. Under no circumstances shall any College employee work at any time as an employee of "CONTRACTOR".

18.00 GENERAL:

a. Requests and other communications from any of the parties to the other shall be given in writing and shall be considered to have been duly given or served if sent by United States Certified first-class mail, addressed to the respective party at its address set forth below in the "Notices" Section or to such other address as such party may hereafter designated by written notice to the other party.

b. If any provision herein shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ANY PROCEEDINGS RELATING TO OR FOR THE ENFORCEMENT HEREOF SHALL BE BROUGHT IN FEDERAL OR STATE COURTS LOCATED IN DUVAL COUNTY IN THE STATE OF FLORIDA. "CONTRACTOR" CONSENTS AND SUBMITS TO THE JURISDICTION OF SAID COURTS AND AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PUBLICATION BY REGISTERED OR CERTIFIED MAIL, OR IN ANY MANNER PROVIDED UNDER FLORIDA OR APPLICABLE FEDERAL LAW. Any legal action by either of the parties against the other shall be brought within two (2) calendar years of the date the cause of action first arose. In the event a legal proceeding is brought, the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorney's fees and costs.

c. Terms not defined in the body of this Agreement shall have the meaning ascribed to them in the Attachments, Exhibits (if any). This writing is intended by the parties as the final and binding expression of their Agreement, is complete and exclusive of the terms thereof and supersedes all prior negotiations, representations and agreements, and includes "OWNER's" RFP number 2022C-06 and "CONTRACTOR's proposal #2022C-06 by reference.

19.00 ASSIGNMENT AND SUBLETTING:

a. "CONTRACTOR" shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the written consent of "OWNER", such consent not to be unreasonably withheld. Provided, however, "CONTRACTOR" may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of "CONTRACTOR" with or into which "CONTRACTOR" may merge or consolidate or which may succeed to the assets of "CONTRACTOR" or a major portion thereof related to "OWNER" business. No such assignment or sublease shall serve to release "CONTRACTOR" from any of its obligations, duties or responsibilities under this Agreement unless "OWNER" agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, "CONTRACTOR" shall furnish a copy to "OWNER". Any change of ownership involving 25% or more of the outstanding voting share of "CONTRACTOR" shall be considered a transfer of this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of "CONTRACTOR" and "OWNER" and their respective successors and permitted assigns. This Agreement may not be directly or indirectly assigned, transferred, delegated, subcontracted or sublicensed, in whole or in part by "CONTRACTOR", without the prior written consent of "OWNER". In the event "CONTRACTOR" is a partnership, corporation, limited liability company or other entity, the transfer in one transaction, or a series of transactions, of fifty percent (50%) or more of the aggregate equity or voting control of sub-licensee shall constitute an assignment of this Agreement.

c. In submitting a proposal to "OWNER", "CONTRACTOR" offers and agrees that if the proposal is accepted, the "CONTRACTOR" will convey, sell, assign, or transfer to "OWNER" all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for pricing fixing relating to the particular commodities or services purchased or acquired by "OWNER". At the "OWNER'S" discretion, such assignment shall be made and become effective at the time the "OWNER" tenders final payment to the "CONTRACTOR".

20.00 SUCCESSORS AND ASSIGNS BOUND:

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this agreement.

21.00 NOTICES:

Notices required herein may be given by registered or certified mail by depositing the same in the U.S. Mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to be received by the addressee seventy-two (72) hours after deposit of the same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which it's notices are to be received. Until any such change is made, notices to "OWNER" shall be delivered as follows:

"OWNER"
Randi Brokvist
Executive Director of Purchasing
501 W. State Street
Jacksonville, FL 32202
(904) 632-3294

Notices to "CONTRACTOR" shall be deemed sufficient if in writing, emailed and/or mailed, (registered or certified), postage prepaid, addressed to "CONTRACTOR" as

"CONTRACTOR"
Attn: _____
Company: _____
Street: _____
City, State, Zip: _____
Phone Number: (_____) _____
Email: _____

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

This agreement is entered into by both parties authorized officers.

"CONTRACTOR"	"OWNER"
Name: _____	Florida State College at Jacksonville
Street: _____	501 West State Street
_____	
City, State, Zip: _____	Jacksonville, FL 32202
Federal ID: _____	Federal ID # 59-1149317
BY: _____	BY: _____
Print Name: _____	Randi Brokvist
Title: _____	Executive Director of Purchasing
Date: _____/_____/_____	Date: ____/____/____
Witnessed BY: _____	Witnessed BY: _____
Name: _____	Name: _____
Title: _____	Title: _____

SAMPLE

FSCJ Florida State College at Jacksonville

APPLICATION & CERTIFICATION FOR PAYMENT

Application for Payment No. _____
For Period Ending _____
Project _____
FSCJ Bid No. _____

Application is made for payment, as hereinafter shown, in connection with this contract:

Original Contract Sum	$_____
Change Orders (Net)	$_____
Contract Sum to Date	$_____
Balance to Finish	$_____
Complete to Date – see attached schedule	$_____
Material Suitably Stored	$_____
Gross Amount Due	$_____
Less _____% Retainage	$_____
Less Previous Applications	$_____
Less Materials Directly Purchased by Owner	$_____
Amount Due This Application	$_____

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, being Applications for Payment numbered 1 through _____ inclusive; and (2) title to all work, materials and equipment covered by this Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests and encumbrances.

Dated _____

_____
(Contractor)

COUNTY OF)SS
STATE OF)

By_____
(Name and Title)

Before me on this_____day of_____, 20_____ personally appeared _____ known to me, who being duly sworn, did depose and say that he/she is the_____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public: _____
My commission expires: _____

ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract and this application for payment, this is to certify that the Contractor is properly entitled to payment in the amount shown above.

Architect: _____ By: _____
Date: _____ (Name and Title)

Attachment No. 3

CONTRACTOR'S AFFIDAVIT TO OWNER

STATE OF)
COUNTY OF)
Before me, the undersigned authority, personally appeared_____ _____, who, being by me first duly sworn, on oath depose(s) and say(s):

1. He is (They are)_____of_____ _____(a corporation) (a partnership) (an individual) doing business as_____, hereinafter called "Contractor".

2. Contractor heretofore entered into a contract with the District Board of Trustees of the Florida State College at Jacksonville, hereinafter called "Owner", to furnish material, labor and services for the construction of _____ located at Jacksonville, Duval County, Florida.

3. Contractor has fully completed construction in accordance with the terms of the contract and all lienors have been paid in full, except:

Name of Lienor	Amount Due and Unpaid
	$

4. All Worker's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from, the contract.

5. Receipt by the Contractor of the final payment, under the aforementioned contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

6. The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in Paragraph two of this affidavit.

7. This affidavit is given pursuant to the provisions of Section 713.06, Florida Statutes.

Signed and sealed in the presence of:

_____ _____(SEAL)
(Contractor)
By_____(SEAL)

Sworn to and subscribed before me this _____ day of_____, 20_____.

_____
Notary Public State of Florida at Large
My Commission Expires:_____

Attachment No. 4

EQUAL OPPORTUNITY

CERTIFICATE OF COMPLIANCE

PROJECT TITLE: _____

This is to certify that the undersigned contractor on subject project does now and will during the entire length of this project comply with all applicable laws, rules and regulations relating to equal employment opportunity, and any Federal, State, or Local laws, rules, or regulations pertaining thereto; and further certifies compliance specifically with Executive Order 11246 originally issued by the President of the United States on September 24, 1965, as amended from time to time thereafter, including:

1. The Contractor does not discriminate in any manner in its employment policies as to race, color, religion, sex or national origin; and,

2. The Contractor does maintain an affirmative action plan to recruit, employ, and promote qualified members of groups that may have been formerly excluded because of race, color, religion, sex or national origin.

Contractor: _____

By: _____

Title: _____

Date: _____

SUPPLEMENTARY CONDITIONS

1. **Conditions of the Contract** - General Conditions, these Supplementary Conditions and Division I are applicable to all divisions and sections of the specifications and it is the Contractor's responsibility to so inform all parties who should be influenced thereby.

2. **Applicable Specifications/Drawings** - The specifications/drawings applicable to this work are titled:

   PROJECT TITLE ON SPECIFICATIONS AND DRAWINGS:

   _____

   Dated: **XX/XX/XXXX**

   Prepared by: _____

   The drawings accompany these solicitation documents and specifications and become a part hereof. In case of dispute, the Architect will identify the various sheets comprising the drawings. The applicable drawings consist of the following sheets:

   DRAWING SHEET NAMES/NUMBERS LISTING: _____

   _____

   _____

   The Contractor will be furnished __1__ set of drawings, specifications and other Contract Documents for this work. It is the Architect's judgment that this is a reasonable number for this project, however, should the Contractor desire additional copies, he may purchase them from the Architect or Owner by payment of reproduction costs.

3. **Contract Time** - As defined in Contract Project assignment resulting Project Award Notice To Proceed and issued Purchase Order.

   - It is the intent to publicly open bids at 2:00 p.m. EST on **XX/XX/XXXX** and post recommendation of award on or about **XX/XX/XXXX** for a period of 72-hours pursuant to Chapter 120 F.S.

   - **It is further the owners intent to provide the apparent low Bidder/recommended contractor a "Notice of Intent" memo at that time on XX/XX/XXXX** that shall make the contractor aware of the College's intent to submit to the College's Board of Trustees meeting on **XX/XX/XXXX** a recommendation of award to their firm. The Notice of Intent shall provide the contractor advance notice of the colleges requirements they provide the college by **no later than XX/XX/XXXX** (date established to be no less than 10 days as stated in Instruction To Bidders, Paragraph 16) the following fully completed and executed documents:

     A. **Signed Contract #2022C-06.**
     B. **If cumulative contract award is > $200,000 a 100% performance and payment bond that was issued by a surety licensed to do business in the State of Florida that meets the requirements defined in F.S. 255.05.**
     C. **If cumulative contract award is > $200,000 evidence the 100% Performance and Payment Bond was recorded with Duval County.**
     D. **A certificate of insurance listing COLLEGE Board of Trustees as additionally insured in the amounts as defined in ITB #2022C-06.**
     E. **Evidence of statutory Worker's Compensation insurance.**
     F. **Copies of Duval County Occupational Business Tax Receipt and State licenses of all subcontractors disclosed at bid opening and proposed for this project.**

- **Contractor guarantees owner "*Substantial Completion*"** of this project (inclusive of any awarded alternate specified herein) shall by no later than **XXXX** number of calendar days on **XX/XX/XXXX** and **" *Final Completion*"** by no later than 30 calendar days thereafter on **XX/XX/XXXX** regardless if they are late to return to the college the #A through F required submittals noted above.

- Upon receipt of ***"ALL"*** the required submittals noted above it is the College's intent to sign Contract **#2022C-06** and issue a Purchase Order within two (2) work days after receipt of #A through F and issue a Notice To Proceed at that time.

4. **Liquidated Damages** - Since actual damages for delay are impossible to determine, the fixed, agreed and liquidated damages described in Article 8, Paragraph 8.3.1 of General Conditions shall be for each calendar day beyond the specified Contract ***"Substantial Completion"*** date of **XX/XX/XXXX** and/or beyond the ***"Final Completion"*** date of **XX/XX/XXXX** as follows:

   $ _____ per Calendar day

   $ _____ per day Calendar for Punch List Completion
   (30 calendar days following Substantial Completion)

5. **List of Designated Subcontractors** - The Contractor shall submit with his Proposal a list of the names, addresses, and minority type/values with license numbers of the Subcontractors he proposes to use on this project.

   a) This list shall be submitted with the intent that the Contractor shall employ these Subcontractors for the trades noted. Should the Owner voice an objection to any of the listed firms, the Contractor shall submit for the Owner's approval and selection, the name or names of other Subcontractors which may be employed in lieu thereof and shall at the same time indicate the change to the price or prices on his Proposal for each selection. If the Owner's selection of Alternates should affect this list, the Contractor shall be prepared, upon request, to submit the names of Subcontractors which he proposes to use for the given selection of Alternates upon which the Contract may be awarded.

   b) This list shall be placed in a white letter-size envelope, sealed and marked "List of Subcontractors". This envelope shall then be placed with the Proposal in a larger sealed envelope. Their content will be made public for the information of Bidders and others interested, and those who may be present either in person or by representative, if requested as defined in FS 119.071, the date of posting (defined herein) or 30 days after bid opening (whichever is earlier).

6. **Notice to Owner** - If a subcontractor or supplier files a Notice to Owner in any acceptable form under the Florida Mechanics Lien Law, the Owner will use reasonable efforts to notify the Contractor of its receipt. Any payment request delivered subsequent to receipt of that Notice to Owner that contains payment in full or in part for that subcontractor or supplier shall require a Partial Release of Lien or Final Release from each subcontractor or supplier so affected.

7. CONTRACTOR'S WORKERS COMPENSATION AND LIABILITY INSURANCE

Pursuant to Senate Bill 50A and FS Chapter 440: 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, which, at a minimum, shall be: Workers' Compensation And Employer's Liability insurance in accordance with Chapter 440 of the Florida Statues with minimum Employers' Liability limits of $100,000 per accident per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Pursuant to Florida Statues, effective 1/1/2004 employers who have employees who are engaged in work in Florida must use Florida rates, rules and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain worker' compensation insurance.

a) The awarded Contractor shall purchase and maintain with a company or companies licensed to do business in the State of Florida and acceptable to the Owner and his Risk Manager such insurance as will protect him from claims, some of which are set forth below, which may rise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts any of them may be liable. The specific delineation of coverage in this paragraph is a minimum guide only, it being the specific intent of the Owner that it shall be fully and completely protected and indemnified from any and all claims which may arise out of Contractor's operation under the Contract; including among others those checked below:

a)i claims under workers' compensation, disability benefit and other similar employee benefit acts;

a)ii claims for damages because of bodily injury, occupational sickness or disease, or death of this employees;

a)iii claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

a)iv claims for damages by usual personal injury coverage including but not limited to libel, slander, and false arrest which are sustained (1) by any person including, but not limited to, a Contractor, Subcontractor or Sub-subcontractor or their employees as a result of an occurrence directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

a)v claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

a)vi claims resulting from explosion, collapse, or underground accident, (X-C-U coverage required) and other on-premises operations.

a)vii claims resulting from owned, hired and non-owned motor vehicles and equipment;

a)viii claims for damage resulting from the actions or inactions of independent Contractors;

a)ix claims arising under products and completed operations insurance.

b) The insurance required by Subparagraph 7.a) shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall

include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4.17 in the General Conditions.

b)i A - Workers' Compensation Coverage per Florida Statutes including All States Endorsement
B - Employers' Liability:

$100,000.00	Limit Per Accident
$500,000.00	Disease Policy Limit
$100,000.00	Limit for Employee

b)ii Comprehensive Automobile Liability - including Employers' Non-Ownership and Hired Car Coverage:

A - $ 1,000,000.00 combined Single Limit for Bodily Injury and Property Damage.

b)iii Comprehensive General Liability Coverage $ 1,000,000.00 combined Single Limit for Bodily and Personal Injury and Property Damage. This insurance shall name the District Board of Trustees of Florida State College at Jacksonville as an additional insured.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

b)iv Excess umbrella liability **$2,000,000** per occurrence and in the aggregate.

b)v Coverage to be certified by the Contractor (and their Subcontractors) shall include, but not be limited to the following:

x Workers' Compensation

x Automobile owned, hired and non-owned

x Premises

x Operations

x Contractual

x Personal injury - Hazards, A, B and C with employee exclusion removed

x Broad Form Property Damage

x Removal of X, C and U exclusions

x Products and Completed Operations

x Independent Contractors

c) A Certificate of Insurance, executed on a standard ACORD form, shall be filed with the Owner simultaneously with the Contractor's execution of the Agreement.

The certificate shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Owner. The Certificate of Insurance will include the following statement: "Interest of the Certificate Holder is included as an Additional Insured."

8. **PROPERTY INSURANCE**

a) Until the Work is completed and accepted by the Owner, the contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall on an all risk special form. Coverage shall include damages, losses, and expenses arising out of or resulting from any insured property including fees and charges of Architects, Engineers and Attorneys.

b) The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. The insurance shall include the interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

c) The Contractor shall file a copy of all policies with the Owner before an exposure to loss may occur, but not later than the first Application for Payment.

d) The Owner and Contractor waive all rights against each other or damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors in accordance with Clause 5.3.1.5. In waiving rights of recovery under terms of this Paragraph the term "Owner" shall be deemed to include his employees and the Architect, and its employees as the Owner's representative.

9. **SAFETY CLAUSE**

The Contractor by submitting a bid response agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tagout procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

10. **College Electronic Payment**

The College utilizes an ACH payment system of in processing payments after (a) service has been received and found to fully comply with specifications and properly invoiced or (b) a project has been determined by College personnel to be substantially complete with regard to installation of equipment and related services.

11. FLORIDA BUILDING CODE PLAN REVIEWS AND INSPECTIONS

The State Board Of Education requirements adopted pursuant to Chapter 120 FS to implement the State Uniform Building Code for Public Educational Facilities Construction in Chapter 1013, FS, are contained in Section 423 of the Florida Building Code and the Department of Education current publication of the "State Requirements for Educational Facilities" Plan Reviews and Building Inspections or the most current in accordance with the Florida Building Code will be performed by the College to ensure compliance with Florida State Statutes. Qualified individuals will be properly assigned to each project and properly licensed to perform these tasks. The College Staff is to assume neither the contractor's responsibility for the project nor the Architect's/Engineer's responsibility for the design or contract administration of the contract documents or project.

12. PERMITS, INSPECTIONS AND RE-INSPECTIONS

Florida State College at Jacksonville issues its own Building Permits and performs its own Building Inspections in accordance with the Florida Building Code. Currently there is no charge to the Contractor for the Building Permit, Project Plan Review or the Building Inspections. The quantity and types of project inspections are job specific in the general areas of Demolition, Building, Plumbing, Heating and Air Conditioning, Fire Protection, and Civil. It is the Contractor's responsibility to request all inspections. A re-inspection fee of $50.00 per re-inspection will be charged to the contractor if a contractor requests/ schedules an inspection on a project and it is not ready for inspection and a return re-inspection visit is required.

13. COLLEGE POLICY COMPLIANCE

The Contractor acknowledges and understands that the services are being performed on public property owned by Florida State College at Jacksonville, which may at various times during the completion of the project/job be occupied by students, faculty and College administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

- The Contractor **shall** immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.
- The Contractor, Subcontractors, and their employees will refrain from using foul, abusive, or profane language on College property. The College as of March 1, 2013 is a 100% Tobacco Free on all College grounds. Smoking, use of any tobacco products or carrying firearms/weapons or illegal drugs is prohibited on College property, including all buildings, grounds and parking lots.
- The Contractor **shall** enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.
- Contractor and Sub-contracted employees **shall** wear a uniform identifying the firm they represent. The College reserves the right to exclude anyone from entry into College proper for noncompliance with this requirement.

Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or College in Florida or elsewhere.

Florida State College at Jacksonville does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | equityofficer@fscj.edu.

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500 for questions about the accreditation of Florida State College at Jacksonville. The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.

RFP:	2022C-06	ISSUE DATE:	10/28/2021
RFP TITLE:	ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES		
RFP OPENING DATE & TIME:	12/6/2021 at 2:00 p.m. EST		
PURCHASING AGENT Name and email:	Audrey B. Monroe (amonroe@fscj.edu)		

FLORIDA STATE COLLEGE AT JACKSONVILLE
501 WEST STATE STREET, ROOM 305
JACKSONVILLE, FL 32202-4068

EMAIL/FAX Submissions Not Allowed

Submittal Format is available electronically
https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=2022C-06&d=12/06/2021

REQUEST FOR PROPOSAL SUBMISSION

For Florida State College At Jacksonville

Randi Brokvist
Executive Director, Purchasing

CONTRACTOR INFORMATION & NO RFP BLOCKS *Jacksonville FL - Local Time

Each supplier desiring to be maintained in the College's computerized RFP list for future solicitations is requested to return this single form (only) when submitting a "No RFP".

☐ RFP (see attached) ☐ No RFP Reason for Submitting "No RFP": _____

COMPANY SUBMITTING RFP:					
MAILING ADDRESS:					
FEDERAL ID #					
CITY:					
STATE:		ZIP:		TEL:	
FAX:		EMAIL:			

Minority Business Enterprise Type: #

Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership).
Minority Solicitation & Participation: It is Florida State College at Jacksonville "Minority (MBE) Outreach Monitoring Policy" to encourage maximum solicitation (Request for Proposal) and participation by minority firms in its purchase contracts. To this end, minority and non-minority firms responding to this RFP as general contractors are encouraged to conduct similar outreach efforts in its subcontract processes as your efforts will be monitored by the College's District Board of Trustees. While the College does not establish specific goals for minority "set-asides", it does have a 25% minority solicitation (Request for Proposal) monitored goal with awards being to highest rated proposer(s) meeting specifications. Since implementation of the College Minority Outreach Program in December 1, 1991 minority/small business solicitations have been provided to 25% WBE/MBE firms, and awards to minorities have increased considerably on College purchase contracts.

"CERTIFICATE OF INDEPENDENT PRICE DETERMINATION"
IMPORTANT!! SIGNATURE BLOCK

I certify that this RFP is made without prior understanding, agreement, or connection with any other company or person and is in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the company submitting it.

Officer's Authorized Signature	Officer's Typed Name & Title

TO BE RESPONSIVE, SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY SUBMITTING THIS RFP IS REQUIRED

POST DATE:	1/4/2022	REMOVE DATE:	1/7/2022

RFP No.: 2022C-06
Request for Proposals (RFP)

EVALUATION CRITERIA SUBMITTAL REQUIREMENTS

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

Information to be included in your response to this RFP titled: ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES, the proposal submittal **shall** include, at a minimum, a detailed response to all of the following interrogatory questions. Failure to fully answer **all** questions/inquiries will cause your RFP submittal to be considered non-responsive.

The undersigned acknowledge that:

- **To be responsive proposers shall complete the "entire" Submittal Requirement Section. The College evaluation committee will evaluate responsive written qualifications submitted** using evaluation criteria defined in FSCJ 2022C-06 Solicitation eBidding Document Section 5.00. Please assure your proposal follows the RFP #2022C-06 numerical order format.
- If any information provided by the applicant(s) is found to be, in the opinion of the RFP #2022C-06 evaluation committee, substantially unreliable as deemed in the best interest of the College, that application may be considered non-responsive.
- The College reserves the right to reject any portion or all Proposal Submittals, to re-solicit or not, and to waive informalities as deemed in the best interest of the College.
- The optional selection of finalists for interview will be made on the basis of information provided herein. The interviewed firms will be ranked based on their grand total scores earned (Phase I) based on the information provided herein.
- It is understood that this document must be submitted by the date and time as defined in RFP 2022C-06 Solicitation eBidding Document Section 8.00 titled "Schedule"

SIGNATURE AND CERTIFICATION

_____ have received and reviewed a complete set of the Contract Documents for the project solicitation titled above, including addenda _____through _____

Under penalty or perjury, the undersigned declares, certifies, verifies, and states to the best of his or her knowledge and belief, that the following and attached information is true, correct, and complete.

Failure to submit a signed submittal shall result in your submittal being deemed non-responsive.

Name of firm submitting: _____

_____
Signature of Authorized Officer / Date

_____
Signature of Witness / Date

_____
Typed Name of Authorized Officer

_____
Typed Name of Witness

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.10

Company Unique Qualifications and Past Experience

SUBMITTAL

(Tab Sheet)

Section 5.10 Company Unique Qualifications and Past Experience:

The committee evaluation will include reference to your company's past experience and unique qualifications providing Roof Repair & Replacement Contracting services. The committee will assign a total score up to 5 points to proposers based on the degree of their unique qualifications and "related" past experience. (0 – 5 points)

5.101 Name of proposer: _____

5.102 Primary contact person: Name_____

Address: _____

City, State, Zip Code: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Secondary contact person: Name_____

Address: _____

City, State, Zip Code: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

5.103 Location of most local Construction office:

Sales Office: _____

Maintenance Office: _____

Repair Office: _____

5.104 Year proposers business started? _____

5.105 Year proposer began providing general mechanical contracting services? _____

5.106 Year proposer began providing Roof Repair & Replacement Delivery Order Contracting Services as specified herein?

_____

5.107 Is roof repair & replacement delivery order contracting services your primary business?

Yes ____ **No** ____

IF response to 5.107 is No, briefly describe your primary business:

5.108 What percentage of your business is the result of delivery order contracting services? _____%

5.109 Experience Record - List below three (3) ongoing service contracts you **have lost** for Roof Repair & Replacement Delivery Order/Job Order Contracting services in the past three years. (If none, state NONE.)

Client Name	Date Contract Was Terminated	Length of Contract Held	Contact Name	Phone #

5.110 At what locations do you currently manage similar services?

5.111 Past related performance of the firm: Include a listing of previous experience with **Roof Repair & Replacement Delivery Order/Job Order Contracts**, supervising multiple, concurrent construction jobs of varying complexity and/or construction & renovation projects on a contracted basis for multiyear terms performed by the firm. Include the title of contract; owner, including name, address and phone number of the owner's contact person; date of contract term; the cost of construction, and a summary description of the work. Provide information regarding management of concurrent construction projects, either major or minor in scope. Educational/Governmental Clients Preferred.

Proposers shall list below 3-5 related commercial/public/higher education of your providing similar Roof Repair & Replacement Delivery Order/Job Order Contracting services values under $500,000 per project as defined in this RFP you have managed at least three (3) years.

Client	Type of Services/Contract Provided	Contact Name	Annual Contract Value	# Years of Contractual Relationship

5.112 Define below how your company's current capabilities and proposal of how you propose to simultaneously and efficiently manage all of FSCJ's campuses and centers, assuming multiple campuses have projects that have to be managed at the same time period (i.e. over winter break).

5.113 List below the name(s) of the company (ies) or subcontractors that your firm intends will provide construction/renovation needs on all campus/center locations:

5.114 Describe below a brief overview of your company's unique qualifications.

5.115 Describe below your company's experience in Roof Repair & Replacement services preferably for greater than two (2) years and preferably commercial/public/higher education.

5.116 How many employees does your company have that would be directly servicing the College:

In Northeast Florida? _____ In Florida? _____ In the USA? _____

5.117 Have you included a copy of all current licensures your firm has to work in Florida (State of Florida Trade Contractors License), (Duval County/City of Jacksonville Business Tax Receipt OR another reciprocating county)?

	Attached?
Florida Contractors Trade License	_____Yes
Duval County/City of Jacksonville Business Tax Receipt	_____Yes
If Other Reciprocating County County Name: _____	_____Yes
Other: (define)_____	_____Yes

Note: If submitting without a Duval County Business Tax Receipt, the awarded contracting firm will need to obtain the Duval County Business Tax Receipt upon contract execution.

5.118 Has your firm provided and attached a copy of the Florida Department of State issued Certificate of Incorporation?

Yes_____ No_____

If no provide an explanation below.

5.119 Have you completed and submitted the IRS W-9 Form (Section 5.10, Attachment A)?

Yes_____ No _____

5.120 The College currently utilizes an electronic ACH Payment system in lieu of processing checks. If awarded any resultant contract, would your firm be willing to complete the required ACH document banking information to receive electronic payment?

Yes _____ No _____ (If no, describe below):

5.121 Drug Free Workplace Certification: Does your company have a "Drug Free Workplace Policy" in force?

Yes_____ No _____

(If yes, please Submit Section 5.10, Attachment B, Signed and Dated. (A copy of your firm's policy may also be included.)

(If no, please provide certification statement on company letterhead stating such.)

5.122 Tobacco and Smoke Free Environment: Effective March 1, 2013, Florida State College at Jacksonville District Board of Trustees approved Rules of The Board of Trustees #6Hx7-2.19. In accordance with Board Rule 6Hx7-2.19 and the Florida Indoor Clean Air Act, any contractor or sub-contractor employee performing work in respect to your firms' contract is prohibited from the use, distribution or sale of all tobacco products in all indoor and exterior College owned property.

Agreed? Yes_____ No _____

5.123 The College has established a minority outreach program, which has averaged 19 percent of contracts being awarded to small disadvantaged certified minority/women business enterprises (W/MBE) contractors, suppliers and sub-contractors/sub-consultants. By submitting a Qualifications Submittal, your firm will use best efforts to support the Colleges Minority Outreach Monitoring Program.

Agreed? Yes_____ No _____

5.124 Pursuant to Florida Statute 112.313(7) and FSCJ Board Rule # 6Hx 7-2.9 (4) "Personnel Responsibilities Outside Scope of Employment" - "No employee (including part time employees, or adjunct employees or Board member) shall sell any product or service to the FSCJ Board except as may be specified in the employee's position responsibilities at the College."

As such does your company have any employee that owns > 5% of your company and is also a FSCJ full time/ part time or adjunct employee of the College?

Yes_____ No _____ (If Yes, Define below the name of the employee and or Board member as well as detail below their relationship with your company and the College):

5.125 Is your firm greater than 51% owned and controlled by a woman or minority? **Yes_____ No _____**

(If Yes, please complete Section 5.10, Attachment C "MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE" signify the Minority Type claiming and include a copy of any Minority Certifications received with your submittal.)
(If No, please complete Section 5.10, Attachment C "MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE" signify the Minority Type claiming **"NM- Non-Minority Type")**

5.126 PUBLIC RECORDS: Proposer acknowledges that OWNER, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

Proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed herein.

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

In addition to other contract requirements provided by law, the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville 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 of 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 Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

If a Contractor does not comply with a public records request, the Florida State College at Jacksonville shall enforce the contract provisions in accordance with the contract.

Contractor shall notify the College designated contact each time it receives a public records request for public records Contractor has in its possession.

Agreed? Yes_____ No _____

5.127 Public Entity Crimes (PURCHASES GREATER THAN $35,000 IN VALUE)

As a proposer our company attests we have not been convicted of a public entity crime of the State of Florida or any federal agency and are not listed in the Federal Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

Pursuant to OMB Circular a-110, Subpart B, Section 13 a person or affiliate who has been placed on either the federal excluded parties list system or the State of Florida convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal or enter into a contract to provide any goods or services to a public entity, may not submit a bid/proposal or enter into an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or energy performance contractor under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two (i.e. $35,000) while on the convicted contractor list. The excluded parties' list system can be found at https://www.sam.gov/portal/SAM/#1

Have you attached the written Public Entity Crimes Sworn Statement (Section 5.10, Attachment D), signed by authorized officer and notarized in compliance with Florida Statute 287.133(3)(a) and 287.133(2)(a)?

Yes_____ No _____

5.128 The Contractor shall comply with the trench safety standard, where relevant, in accordance with the Trench Safety Act sections 553.60 through 553.64., F.S.

Agreed? Yes_____ No _____

5.129 The College, at this time, by this RFP is also requesting information from qualified firms to be defined below who have previously successfully competed for and have been awarded, a publicly solicited contract for the defined Roof Repair & Replacement Delivery Order/Job Order Contracting services. List Public Entity, Contract Number and Term of Contract.

5.130 Does your company agree to all RFP #2022C-06 requirements and also agree to sign without exception a resultant contract RFP #2022C-06 (Refer to "Sample Agreement" Attachment No. 1 of General Conditions)?

Yes _____ No _____ (If no, define below deviations)

5.131 Any resultant contract or contract amendment or contract renewal shall require an authorized representative acceptance of manual signatures OR e-signatures by both parties as being acceptable as if the individual is manually signing. Proposer shall define below any exceptions:

Yes _____ No _____ (If no, define below deviations)

5.132 Does your proposal fully comply with all RFP #2022C-06 requirements?

Yes_____ No_____ (If no, describe below any exceptions):

5.133 Does your proposal "exceed" the minimum requirements of this RFP #2022C-06?

Yes_____ No_____ (If yes, describe below):

5.134 If awarded this contract #2022C-06 on 2/8/2022, can your company assume full operation of contractual requirement on 2/9/2022?

Yes _____ No _____

5.135 The proposer, by submitting a proposal agrees the awarded contractor shall agree the resultant contract shall include:

A. Providing on a "turnkey" basis all Roof Repair & Replacement Delivery Order/Job Order Contracting Services as defined herein.
B. Be an "independent contractor" providing all supervision of staff including paying all wages and salaries for personnel specified, including payment of all insurance as specified in Special Condition 8.01.
C. Agree to a ninety (90) calendar day's right of either party to request in writing termination of contract without cause.
D. Agree to a fourteen (14) calendar days' notice of default whereby either party shall be provided fourteen (14) calendar days written notice to resolve any breach of contract terms and if said breach is not cured after fourteen (14) calendar days said contract can be terminated within three (3) business days thereof.
E. Agree to sign a hold harmless statement that the awarded contractor would defend and hold the College, its District Board of Trustees, officers, employees, agents, and volunteers harmless from any third party as the result of contractor's, employees', subcontractors' or agents' negligence.
F. Agree to obtain the written approval of the College's marketing department before any advertisements is printed that contains the College's logo.
G. Agree that the College shall retain the right to <u>request</u> awarded contractor to replace onsite management or staff based on unsatisfactory customer service or unsafe practices on campus.
H. Agree to the "Material Supplies and Equipment - Owners Sales Tax Exemption" on (Attachment I).

Agree to include in resultant contract all bullets A. through H. Yes_____ No _____

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person ▶ | Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**** DRUG-FREE WORK PLACE ****

THE UNDERSIGNED VENDOR IN ACCORDANCE WITH FLORIDA STATUTE 287.087 HEREBY CERTIFIES THAT

_____(NAME OF BUSINESS) DOES:

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 ACTION THAT WILL TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION.

2. INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE BUSINESS'S POLICY OF MAINTAINING A DRUG FREE WORKPLACE, ANY AVAILABLE DRUG COUNSELING, REHABILITATION, AND EMPLOYEES 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 THIS SOLICITATION A COPY OF THE STATEMENT SPECIFIED IN SUBSECTION(1).

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/PROPOSAL, 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 VIOLATION OF CHAPTER 1893 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 THROUGH IMPLEMENTATION OF THIS SECTION.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

_____ Date: _____

PROPOSER'S SIGNATURE

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE
NOTE: Certification MUST BE SUBMITTED WHETHER OR NOT claiming Minority Status

I HEREBY DECLARE AND AFFIRM that I am the _____ (Title) representative of the firm of

_____ (Company Name) minority business enterprise (MBE/WBE) _____ (Minority Type) as defined by Florida State College at Jacksonville in the specifications for **RFP #2022C-06: Roof Repair & Replacement Delivery Order/Job Order Contracting Services** (Project Name & Number) that I will provide information requested by COLLEGE to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of

_____ (Company Name) as well as the ownership thereof. Further, the undersigned does agree to provide COLLEGE current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination of the books, records and files of the above named company by authorized representative of COLLEGE. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract, which may be awarded in reliance hereon. Termination is understood to forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____ Signature of Company's Authorized Representative

State of _____ County of _____ City of _____

On this _____ day of _____, 20_____, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My commission Expires:

Minority Type: # **M1** Black American Man; **M2** Hispanic American; **M3** Asian American; **M4** Native American (Eskimo & Aleutian); **M5** Native Hawaiian; **M6** Small Business; **M7** Disabled; **M8** American Woman; **M9** Black American Woman; and **NM** Not Minority. (Must have greater than 51% minority ownership)

"Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094 Florida Statute".

NOTE: IF CLAIMING NON-MINORITY (NM) STATUS, STATE "NM" AS MINORITY TYPE AND DOES NOT NEED TO BE NOTARIZED.

If your firm is greater than 51% owned and controlled by a woman or minority, please submit a copy of your woman or minority certificate with your submittal.

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIME

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of the entity submitting sworn statement)

Whose business address is _____

(If Applicable) its Federal Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

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 with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or 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 guilt or nolo contendere.

4. I understand that "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 offices, directors, executives. Partners, shareholders, employees, members and agents who active in the management of the 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 fair market value under an arm's length agreement, shall be a facie case that one person controls another. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let b y 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 the entity.

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements.** ***(Please indicate which statement applies.)***

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided on this _____ day of

_____, 20_____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

FSCJ Site Visit Certification Form

Proposers are to include in their submittal a signed and checked Site Visitation Certification Forms (Section 5.10, Attachment E) whether or not the Proposer elected to take advantage of the site visits opportunity.

_____**I hereby declined the FSCJ site visit opportunity,** by submitting a RFP, I acknowledge that I have investigated and satisfied myself as to the conditions affecting the work, including, but not limited to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, at the site, the character of equipment and facilities needed preliminary to and during prosecution of work. In submitting a RFP, I further acknowledge that I have satisfied myself as to obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the college as well as from information presented by the specifications made a part of this contract. Any failure by the proposer to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The college assumes no responsibility for any conclusions or interpretations made by the proposer on the basis of the information made available by the college.

_____ **I do hereby certify I have inspected** the following FSCJ campus/center sites fully satisfying the requirement to inspect "all" College elevators/escalators to fully understand their existing condition which is the basis of submitting a proposal. **No questions will be answered during the non-mandatory site visit and must be submitted in writing as per Section 1.11.**

_____
(Contractor Name)

_____
(Contractor's signature)

_____
(Contractor's printed name)

Site Contact	Campus/Center	Telephone Numbers	College Employee Signature	Date
Ray McEwen	Downtown Campus (DNT) AO/URC/ATC/Main St.	904-633-8197		
Dale Cason	Kent Campus (KC)	904- 381-3560		
Chris Owens	Cecil Center (CC)	904 -779-4177		
Mark Gandy	North Campus (NC)	904-766-6692		
Jerry Abbott	Nassau Center	904-548-4453		
Ron Dykeman	South Campus (SC)	904-646-2401		
Zoran Bozic	Deerwood Center (DWC)	904- 997-2749		

Cooperative Purchase & Terms of Delivery Submission

**** COOPERATIVE PURCHASE AGREEMENT ****

PURCHASES BY OTHER STATE OF FLORIDA COLLEGES, UNIVERSITIES AND STATE AGENCIES: With the consent and agreement of the successful Proposer(s), purchases may be made under this RFP by other community colleges, state universities, district school boards, and other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the RFP/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d). If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from date of award.

Proposer(s) shall note exceptions to the above paragraph, if any:

_____

**** TERMS AND DELIVERY ****

PAYMENT TERMS: NET 40 DAYS OR PROMPT PAYMENT DISCOUNT OF _____%, _____ DAYS OFFERED BY PROPOSER.

NOTE: ANY PROMPT PAYMENT DISCOUNT OFFERED BY THE PROPOSERS WILL BE TAKEN BY THE COLLEGE IF PAYMENT IS MADE WITHIN THE TIME PERIOD OFFERED.

DELIVERY:_____UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, DELIVERY TO BE NO LATER THAN 40 DAYS AFTER RECEIPT OF ORDER. DELIVERY WILL BE MADE _____ DAYS AFTER RECEIPT OF ORDER (PROPOSER COMPLETE IF OTHER THAN 40 DAYS)

FLORIDA SALES TAX EXEMPTION NO: 85-8012556864C-6

ALTERNATE ELECTRONIC METHODS OF PAYMENT ACCEPTED AT NO ADDITIONAL COSTS:

_____

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.20

References

SUBMITTAL

(Tab Sheet)

Section 5.20 References:

The evaluation committee will review written responsive proposals submitted, including evaluating your references completed Section 5.20, Attachment A-2 surveys to quantify both the quality of your services provided and similar services. The committee will assign up to 15 points for exceptional references. (0 – 15 points) As such, the committee will evaluate all reference check forms included within your submittal, add up each reference check numerical score to create a grand total, divide that grand total by the # of references received by the defined due date to calculate an average score and then mathematically convert the average to the scale range of 0 - 15 as defined in this solicitation. (0 - 15 points)

5.201 **Required Response Information:** In order to evaluate the abilities of the proposer to perform the Roof Repair & Replacement Delivery Order Contracting services requested, information about the proposer must be provided to determine your firm's ability to meet this entire RFP criterion, which is to be considered in the award(s) of this RFP. This section identifies specific reference information that **must be** included below in the proposal to be assigned RFP Evaluation Reference Points.

References: All proposers providing a response to this RFP **SHALL** list below **a minimum of three related references to be considered for the maximum RFP points.** If the College receives less than three completed Survey forms, the College will proportionally reduce the maximum number of evaluation points (i.e. if the College only receives two (2) reference forms, then the firm would only be able to achieve up to 66% of the maximum number of points, etc.) Proposers must have their clients utilize the attached Performance Evaluation Survey form which is attached as Section 5.20, Attachment A-2.

It is the proposer's responsibility to send this form with a transmittal cover letter (Section 5.20, Attachment "A-1") to your reference clients providing the reference who in turn your client will complete the survey form and timely return the completed reference form back to the Proposer. All reference forms shall be included within your submittal.

a) These references should preferably be directly related in which the proposer provided the same services as being proposed to the College.

A reference from the College would be accepted, ***IF:***

1) The FSCJ Representative is NOT an active Evaluation Committee Member;
2) The FSCJ Representative has NOT had any input in regards to the solicitation and;
3) The Reference Evaluation Survey Form is submitted directly from the FSCJ Representative providing the reference.

Prior to requesting a reference from ANY FSCJ Representative, it SHALL BE the submitters' responsibility to verify that all three of the above requirements are being complied with. ANY Reference Survey Form received in which DOES NOT comply with ALL 3 requirements will not be included in the reference evaluation point assignment.

ONLY ONE OF THE THREE TOTAL REFERENCES CAN BE OBTAINED FROM ANY SINGLE ENTITY. IF MORE THAN ONE IS RECEIVED, ONLY THE FIRST REFERENCE RECEIVED WILL BE CONSIDERED FOR EVALUATION.

b) The references must include as requested the name and address of your client and a contact person's telephone number/email address; a summary of the product offerings or services provided; and the approximate annual aggregate dollar volume of sales provided by your company to the specific client.

c) It is the proposer's responsibility to follow-up with their proposed references to make sure timely responses are received from the references directly to the College.

5.202 Proposers **shall** list below 3-5 related references of clients your firm provided similar Roof Repair & Replacement Delivery Order Contracting services as defined in this RFP that was sent Section 5.20, Attachment A-1 and A-2:

Client	Contact Name	Phone #/Email Address	# Years of Contractual Relationship	$ Value

FSCJ Florida State College at Jacksonville

Florida State College at Jacksonville
RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services

Date: _____

To: _____ (your client) Email: _____

Phone: _____ Fax No: _____

Subject: Performance Evaluation of _____ (your company)

Number of pages including cover: 2

To Whom It May Concern:

Florida State College at Jacksonville has implemented a process that collects past performance information on various Contractors that provide Roof Repair & Replacement Delivery Order/Job Order Contracting Services to the College. The information will be used to assist the College Evaluation Committee in the evaluation of the Contractors which provided services to your agency or company.

The company listed in the subject line above has chosen to participate in this program. They have listed you as a past client that they provided contracting services for. Both the Company and Florida State College at Jacksonville would greatly appreciate you taking five to 10 minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following Section 5.20, Attachment A-2 and answer the questions to the best of your knowledge. If you cannot answer a particular question, please write "N/A". Please return this questionnaire directly back by email to requesting contractor.

Thank you for your time and effort.

Randi Brokvist
Executive Director of Purchasing

Florida State College at Jacksonville
RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services
REFERENCE PERFORMANCE EVALUATION SURVEY
To be Completed by the Client **Only**

Client Company Name: _____

Point of Contact: _____

Phone number and Email Address: _____

Fax No.: _____

Proposer Company Name (who listed your company as a reference): _____

Client representative providing the reference (name and title): _____

Phone numbers and email address of individual providing the reference: _____

Date(s) of Service: _____ Annual Aggregate Dollar Amount of Service: $_____

Please evaluate the performance of the Proposer noted above using the following scales:
5 = Exceptional (always exceeds your expectations)
4 = Good (meets defined minimum requirement and occasionally exceeds your expectations)
3 = Average (meets minimum requirements)
2 = Fair (meets some minimum requirements)
1 – Does Not Meet Minimum Standards
0 = Do Not Hire (our company would not hire them again)

No	Reference Criteria	Scale Range	Your Score
1	Quality of Service as it relates to the ability to provide the specified construction service.	1 – 5	
2	Contractors' ability to interact with its sub-contractors.	1 – 5	
3	Satisfaction with the Contract Administration (verbal and written) during the progression of the project(s).	1 – 5	
4	Ability to timely resolve issues.	1 - 5	
5	Accuracy of the cost estimate for the project and materials.	1 - 5	
6	Project on time completion and within budget.	1 – 5	
7	Project Superintendent knowledgeable about project.	1 – 5	
8	Project Superintendent readily available during project.	1 – 5	
9	Overall satisfaction of finished product.	1 – 5	
10	Overall customer satisfaction and hiring this Contractor again based on performance (comfort level in hiring Contractor company again)	1 – 5	

Overall Comments:

_____

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.30

Proposed Project Staff Qualifications and Experience

SUBMITTAL

(Tab Sheet)

Section 5.30 Proposed Project Staff Qualifications and Experience:

The committee evaluation will include your proposed staff qualifications including, but not limited to:

a. **Your proposed on-site management/organizational chart and regional and national support.**
b. **Specific qualifications, educational background, and experience of staff proposed to operate and manage the College's account.**

The committee will assign up to 5 points based on the proposed, staffing plan proposed and proposed staff qualifications. (0 – 5 points).

5.301 Proposers shall attach within Section 5.30 (Labeled as 5.301) an organization chart of proposed staff to work on the College's account.

Attached? Yes_____ No_____

5.302 Provide with your proposal a description of the staffs' previous experience in Roof Repair & Replacement Delivery Order / Job Order contracts, continuing construction/renovation contracts, construction management, and/or construction & renovation projects on a contracted basis for multiyear terms of key personnel proposed to be assigned to this project. Experience obtained either while employed by the firm responding to the RFP, or gained prior to their current position, **attach Section 5.30 (Label as Response to #5.302) a short bio/resume for each person** that defines their current title, licenses, certification earned, formal educational degrees earned, past related/unique related work experience and number of years they have worked for your firm, **including but not limited to**:

a) Previous experience with Delivery Order Contracting (preferred), continuing construction/ renovation contracts, and/or construction and renovation projects.

b) Previous employee Delivery Order contracting experience for educational and/or government clients is preferred.

c) Professional qualifications.

d) Licenses and certifications held by both key personnel (i.e. superintendent/site manager) and company.

e) Estimating experience, including but not limited to use of R. S. Means cost data or other estimating systems.

f) Cost control.

g) Quality control.

h) Experience in supervising multiple, concurrent construction/renovation jobs involving multiple trades.

5.303 Does your firm have a quality inspector?

Yes_____ No _____

If Yes, what are their qualifications and certification?

5.304 Does your firm have staff experienced in estimating, including but not limited to the use R.S. Means Cost Data or estimating systems?

Yes_____ No _____

If No, Provide an example of your firms' project estimating procedure:

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.40

Scope of Services Proposed Including Disaster Recovery

SUBMITTAL

(Tab Sheet)

Section 5.40 Scope of Services Proposed Including Disaster Recovery:

The committee evaluation will include both the proposer's overall scope of services proposed to the extent of the functionality and prior experience implementing and managing a multi-location large Delivery Order / Annual Services contract and on the extent, scope and degree of your proposed disaster recovery services. The committee will assign up to 5 points based on the breadth of scope of services proposed meeting or exceeding the RFP specifications, prior experience including project management, for an annual indefinite quantity DOC contract and commitment to provide defined services. (0 – 5 points)

5.401 What is your proposed scope of services? How in detail would your company propose the College transition into a contract with your company, if awarded? Include a proposed detailed timeline that includes major milestones (i.e. sign contract, dedicate a superintendent to FSCJ, etc.) utilizing the assumptions in the Solicitation Document Section 8.00 titled "Schedule".

5.402 Describe the firm's understanding of the scope of services and its approach to successful completion of the work covered by this proposal. Include a description of any specialized skills, special considerations, possible difficulties and proposed solutions, knowledge, tools and/or experience which would be utilized on the contract.

5.403 Describe below your proposed scope of services including how the firm will provide adequate supervision and staffing to respond in a timely manner to estimate, plan, manage and perform the Delivery Order Contract work anticipated if awarded this contract.

5.404 Describe below in detail your company's proposed Disaster Recovery Proposal (DRP) services to provide the College immediate access to disaster recovery services. (Including defining if services would be available on a 7-day 24-hour basis, defining how many hours after a disaster your company would commit to having licensed staff on campus beginning to provide DRP services and your firms ability to contract with out-of-state subcontractors to complete the disaster recovery if local NE Florida subcontractors are unable to perform such as an event of a hurricane hitting Jacksonville, etc.)

5.405 ALTERNATE FUNDING SOURCE REQUIREMENTS: Whenever applicable such as an event of a hurricane hitting Jacksonville, etc., the Contractor will adhere to all applicable Federal, State, and local ordinances, to include, but not limited to:
Federal Civil Rights Act of 1964
Immigration Reform and Control Act of 1986
State of Florida Workers' Compensation Act
Davis-Bacon Act
Occupational Health and Safety Act
Environmental Protection Agency Laws
Florida Environmental Protection Division Regulations
Florida Department of Transportation Regulations
Copeland Anti-Kick Back Act
FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002

Agreed? Yes_____ No _____

(If yes, please submit Section 5.40, Attachment A, Signed and dated.
(If no, please provide certification statement on company letterhead stating such.)

Appendix II to Code of Federal Regulations (C.F.R. Part 200)—

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Our company _____ attests that it is in full compliance with all of the cited United States federal contractual requirement attestations.

_____ _____ _____

Authorized Signature Signer's Title Date

_____

Print Name

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.50

Proximity and Response Plan

SUBMITTAL

(Tab Sheet)

Section 5.50 Proximity and Response Plan:

The evaluation committee will include evaluation of proposer's repair/service address and response time. The committee will assign up to a total of 5 points of which up to 2.5 points are based on the proximity (0-2.5 points) and up to 2.5 point are based on Response Plan (0-2.5 points). (Combined 0 – 5 points)

- **Based on your response to Section #5.501, the following proximity evaluation points will be assigned as follows:**
  - **0-50 Miles 2.50 points**
  - **51-100 Miles 1.25 points**
  - **101+ Miles 0 points**

5.501 Local Service Address: Define below the # of miles of **your most local current service address to the College at 501 W. State St., Jacksonville, FL 32202. If more than one location, list the one closest to 501 West State Street Jacksonville, Fl. 32202.**

# of miles_____ Provide with your proposal evidence of distance by attaching a copy of driving directions from point to point with your submittal.

Upon the Evaluation Committee discretion, the Evaluation Committee may deduct one (1) point from the Proximity allowable points if evidence of distance is not provided.

5.502 Response Time: Define in the below chart your firm's Delivery Order Response Plan:

a) The project management team will organize a series of activities for their proposal response plan. This response plan is organized by delivery order classification: normal, urgent, or emergency.

PROJECT ACTIVITIES	ROUTINE/NORMAL * RESPONSE STATUS	FAST TRACK / URGENT * RESPONSE STATUS	** EMERGENCY RESPONSE STATUS
Project Scope Visit			
Design/Estimate			
Schedule			
Project Negotiations			
Notice to Proceed with Construction to include the 7-day bond processing period			

(**Note:** * Response Status is defined as a time line of the amount of time in terms of working days beginning at the time of the notification of the delivery order.

**In situations where safety, health, and property are at risk, the College will request an emergency response status in the amount of hours to have your staff arrive on campus from notification of emergency.

5.503 Does your firm have 24/7 Emergency call availability? **Yes**_____ **No**_____

If yes, provide an explanation below.

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.60

Projected Work Loads, Willingness to Meet Time & Budget Requirements

SUBMITTAL

(Tab Sheet)

Section 5.60 Projected Work Loads, Willingness to Meet Time & Budget Requirements:

The committee evaluation will include the proposers' current and projected workloads as the extent of experience in adequate demonstrating the ability to complete this project along with their current backlog of projects. The committee evaluation will also include the applicants' current and past projects as the extent of experience in providing a willingness and demonstration of meeting time restraints and budget requirements. The committee will assign up to 5 points based on the capacity to manage current workload/backlog on projects currently working on and anticipated projects, and commitment to meet a clients' time and budget restraints defined services at FSCJ. (0 – 5 points)

5.601 How in detail identifying current workload/backlog and anticipated projects, utilizing the assumptions in Section 8.00 "Schedule", would affect your firm in being able to accomplish the defined scope of work herein.

5.602 History in Project Performance in Cost and Scheduling - Applicants shall list below 3-5 related of your providing Delivery Order/Job Order services as defined in this RFP you have managed within the least three (3) years. (Preferably Florida public governmental/institutional/K-20 educational clients.)

Project	Contract Amount *		Completion Date		Client's Name
	Original	Final	Planned	Actual	

* *The Original/Final Contract Amount is the Total Dollar Amount in which your firm was contracted to perform the scope of work for the listed project.*

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.70

Volume of Work Previously Awarded by the College

SUBMITTAL

(Tab Sheet)

Section 5.70 Volume of Work Previously Awarded by the College:

The evaluation committee will include evaluation of the Delivery Order Contracting Services work performed for the College within the last 5-years. The committee will assign up to 5 points as defined below. (0 - 5 points)

A. This information is requested per **§ 287.055 (4) (b).**

B. Provide a listing of Roof Repair & Replacement Contracting services work previously awarded to your firm directly by Florida State College at Jacksonville **in the past 5 years.**

C. Include all fees earned/received for Roof Repair & Replacement Contracting Services in the past 5 years.

D. Only your company's construction contracting services fees received for FSCJ projects need to be included in the Volume of Work Chart. You may deduct amounts paid directly by FSCJ for "Tax Saving Material" purchases to suppliers.

E. In accordance with the FS 287.055, FSCJ shall consider the volume of work previously awarded to each firm "with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firm".

F. The total dollar value of the work performed for FSCJ in the past will be evaluated by using a mathematical calculation, related to the dollar value earned by other Applicants, to determine the appropriate score.
   a) Applicants who have not yet performed work for FSCJ will receive "full marks" of 5 points.
   b) Applicants who have performed work for FSCJ will be scored accordingly, and will receive scores lower than 5 points.
   c) The Applicant which performed the most work for FSCJ will receive a score of 0 points.
   d) Sample scoring matrix:

SAMPLE ONLY
Contracting Services
Volume of Work Previously Awarded by FSCJ

	MAX	Awarded	Percentage	Available	Score
Contractor A	1,000,000.00	1,000,000.00	100.00%	5	0.00000
Contractor B	1,000,000.00	387,642.00	38.76%	5	3.06179
Contractor C	1,000,000.00	168,530.46	16.85%	5	4.15735
All Others	1,000,000.00	0.00	0.00%	5	5.00000

5.701 Applicants must state the **TOTAL DOLLAR VALUE of Roof Repair & Replacement Contracting Services EARNED from FSCJ** for all awarded contracts during the past 5 years as defined above for the College:

$ _____

- If NO WORK has been performed for FSCJ **in the past 5 years**, state "$ 0.00" in space provided.)
- IF WORK HAS BEEN PERFORMED FOR FSCJ **in the past 5 years, state "Total Dollar Value".** *TOTAL DOLLAR VALUE* is defined as *"the total cumulative dollar amount for guaranteed energy performance contracting proposer received from FSCJ during the past 5-years for rendered services. "*

5.702 Applicants must submit a break-down listing of ALL work performed as defined above for the College: (If needed, Attach Separate page within Section 5.70, labeled Section 5.702).

The below chart needs to be completed as follows:

- <u>If No, Roof Repair & Replacement Contracting Services work has been performed for FSCJ **in the past 5 years**, state **"NONE"** in Contract Number Field.)</u>
- <u>IF Roof Repair & Replacement CONTRACTING SERVICES WORK HAS BEEN PERFORMED FOR FSCJ **in the past 5 years, Complete form as follows:**</u>
  - The column titled "Contract Number": List the FSCJ awarded Contract Agreement number (Note: if no contract agreement was executed list the Purchase Order in which the project was completed under.) IF MULITPLE SIMILAR PROJECTS WERE AWARDED UNDER A SINGLE CONTRACT, MAY COMBINE THE TOTAL DOLLAR AMOUNT RECEIVED AND LISTING THE CONTRACT TITLE AND TERM PERIOD.
  - The column titled "Project Name": List the Campus and project (Note: multiple projects for a campus may be consolidated).
  - The column titled "Construction Management Fees Paid for (Only) Roof Repair & Replacement Contractor Services by FSCJ": The project dollar amount paid directly to the Roof Repair & Replacement Contractor for ONLY the Construction Management and Administrative contractor services rendered.
- The column titled "Total Roof Repair & Replacement Contracting Project Cost": Is the TOTAL cost of the project including all materials, bonding, and sub-contractors Paid for by FSCJ directly to your firm.
  - The column titled "Date of Project Completion": The date in which the final project was accepted by FSCJ. If project listed is still an active project, the date needs to be identified as the anticipated completion date.

Contract Number	Project Name	Construction Fees Paid for (Only) CM Services by FSCJ	Total Construction Contracting Project Cost	Date of Project Completion
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.80

Company Financial Strength and Bonding Capacity

SUBMITTAL

Submitted By:

Name of firm submitting: _____

Address: _____

Phone No. (_____)_____

Fax No. (_____)_____

Federal I.D. #_____ - _____

(Financial statements are not required NOR desired.)

Please note: Financial information is considered confidential information and therefore is protected from Public Disclosure by Florida Statute 119.07.

(Tab Sheet)

Section 5.80 Company Financial Strength and Bonding Capacity:

The committee evaluation will include evidence provided of your company's financial strength. The Committee will assign up to five (5) points based on the degree of proposers' financial strength. (0 – 5 points)

5.801 Your company agrees to provide FSCJ, if awarded this contract #2022C-06, a certificate of insurance in accordance with Special Condition 8.01 naming the College as "Additionally Insured".

Agreed? Yes _____ No _____

5.802 Have you attached evidence your current Insurance for Contractor's (Workman's Compensation, Public Liability, Property Damage, and General Liability) with the limits as defined in Special Conditions 8.01?

Yes_____ No_____

5.803 What are your company's national annual gross sales in Roof Repair & Replacement services?

$_____

5.804 **Financial Resources:** Contractor shall provide a completed **Financial Attestation Form (Section 5.80, Attachment A)** with their submittal reflecting financial stability for the past twelve (12) months. **The Financial Attestation Form shall be submitted, signed by BOTH the Contractor and your firms' CPA* that is attesting to the accuracy of the information provided from your firm's most recent annual financial statement information. (Financial statements are not required NOR desired.) Information provided will be utilized to calculate the maximum dollar value per project and the maximum dollar value under contract at any one time as follows:**

- Maximum dollar value per project is defined in SREF Chapter 4, Section 4.1(3) as the maximum value of each project can be up to twice the value of the largest project previously completed, but shall not exceed the contractor's single bonding capacity or ten (10) times the net quick assets dollar amount. **(NOTE: Whichever is the SMALLEST value)**
- Maximum dollar value under contract at any one time is defined in SREF Chapter 4, Section 4.1(2) as the total dollar value of work the contractor will be permitted to have under contract at any one time as determined by the contractor's aggregate bonding capacity or ten (10) times the net quick assets dollar amount. **(NOTE: Whichever is the SMALLEST value)**

Attached? Yes_____ No_____ (if no, describe below).

(* The CPA OR Accountant that is attesting to the accuracy of the information provided from your company's most recent annual financial statement)

5.805 **Bonding:** Contractor shall attach a completed **Surety Bonding Attestation Form (Section 5.80, Attachment B)** documenting your current performance bonding capacity. This form shall be **completed and signed by BOTH the Surety and Contractor.** The written verification must be signed and sealed by a licensed surety company rated "A-" or better in the current A.M. Best Guide and qualified to do business within the State of Florida on the attached Surety Attestation Statement Form.

Attached? Yes_____ No_____ (If no, provide an explanation below)

5.806 **Satisfactory Resolution of Claims:** Has your firm ever been debarred or suspended by any federal, state, or local agency?

Yes_____ No_____

5.807 Include evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the five (5) years preceding the submission of the application. Any claim against a contractor shall be deemed to have been satisfactorily resolved if final judgment is rendered in favor of the contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date the judgment becomes final. Have you included in your submittal required evidence?

Yes_____ No_____ (If yes, provide an explanation below or submit on separate page if necessary, within Section 5.80, labeled Section 5.807).

5.808 List below or attach a listing of all pending litigation and all litigation within the past five (5) years, including an explanation of litigation initiated by contractor to protect its legal rights. This shall not be evaluated as a basis for responsiveness. Attach Separate page if necessary Section 5.80, labeled Section 5.808).

Financial Attestation Form

This form shall be signed by BOTH the Contractor and CPA or Accountant that prepared/reviewed/validating your company's most recent annual financial statement and be submitted.

- Proposer Name: _____

- Name of CPA* **OR** Accountant that completed the review of your company's most recent annual financial statement:

  _____

  - This with all the following Section requirements completed fully by your CPA/Accountant* that prepared/reviewed/attests your company's most recent annual financial statement.

    - After review of the Contractor's most recent audited financial/statement as their CPA/Accountant* we have defined below their:

      2a. Year of most recent annual financial statement information is being derived from: _____

      2b. The Contractor's working capital ratio during that year was? _____

      2c. The Contractor's return on assets during that year was? _____%

      2d. The Contractor reported a net after tax profit during that year? Yes _____ No _____

      2e. The Contractor's net quick assets during that year were? $ _____

      2f. The Contractor's quick assets ratio? _____

      2g. The Contractor's current quick assets? _____

      2h. The Contractor's current liabilities? _____

"CPA OR Accountant"*	"Contractor"
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

(* The CPA OR Accountant that completed a review of your company's most recent annual financial statement)

Please note: Financial information is considered confidential information and therefore is protected from Public Disclosure by Florida Statute 119.07.

(Financial statements are not required NOR desired.)

Surety Bonding Attestation Form

This form shall be completed and signed by BOTH the Surety AND Contractor and be submitted

- Proposer Name: _____
- Surety Name: _____
- Name of Surety Underwriter: _____
- Current AM Best Rating of Underwriter: _____
- Contractor(s) Name: _____
- **Definition of Construction Contractor's Current Performance Bonding Capacity with this Surety:**

  $_____ /**Single** and $_____ /**Aggregate**

- Amount of the **largest project COMPLETED** as the Prime Contractor in the **past FIVE YEARS**

  $_____

- Is the Surety/Underwriter Currently Licensed to do Business in the State of Florida?

  Yes ____ No ____

"Surety"	"Contractor"
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.90

Total Cost/Value

SUBMITTAL

Have you included with your proposal Section 5.90 the $10,000 bid bond in Section 5.90?

Have you Uploaded as a Separate File, Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form with ALL YELLOW HIGHLIGHTED FEILDS COMPLETED?

(Tab Sheet)

Section 5.90 Total Cost/Value:

The committee will assign up to a total of 50 points for a total cost/value of which up to 25 points are based on the Lot #1: Local R.S. Means Formula Co-Efficient Pricing and up to 25 points are based on the Lot #2: Discounted Labor Rates and Material Costs. The committee will evaluate the price quotations proposed and calculate an analytical total cost assigning up to 25 points for Lot #1 AND up to 25 points for Lot #2 to that proposal with the overall analytical lowest cost and calculate the scores of the other proposals on a percentage basis. (Combined 0 – 50 points)

5.901 (Lot #1: Local R.S. Means Formula Co-Efficient Pricing)

If submitting a "NO RFP" for LOT I: ☐ No RFP

Reason for Submitting "No RFP": _____

Price Proposal Form: Indefinite quantity of projects under a Roof Repair & Replacement Delivery Order/Job Order Contract with a licensed mechanical contractor with formula pricing using a bid co-efficient factor using the most current R.S. Means localized cost database.

For Evaluation purposes, the Delivery Order Contract(s) anticipated to be a percent basis awarded under this RFP will be a unit price contract for larger minor construction/renovation and related services projects by licensed general contractor of College facilities with minimal design requirements and valued at up to $500,000 per project. Unit prices utilized for the purpose of preparing an estimate for a specific project under the resultant Contract, shall be those published in R. S. Means Construction Cost Data, Catalog #60017, latest edition, land/or R. S. Means Repair and Remodeling Cost Data, Catalog #60047, latest edition, localized for the Jacksonville area. Material, labor and equipment costs are included in the R. S. Means unit prices.

Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form with ALL YELLOW HIGHLIGHTED FEILDS MUST BE COMPLETED AND SUBMITTED AS A SEPARATE FILE FOR LOT #1 AWARD CONSIDERATION.

In accordance with FS 255.103, FS 255.20 and SREF Section 4.2(2) projects equal to or greater than $300,000, the FSCJ contracted Architect/Engineer drawings, specifications and construction administration will be provided. With ALL projects awarded on the contract requiring a 100% performance and payment bond in compliance with FS 255.05.

It is the College's intent if issuing multi-award contracts not bid awarded contractors against each other on the same project as defined in FS 287.055 (2)(g).

Proposers are to state multipliers, expressed to the third decimal place, to be applied to the unit prices of work when submitting cost proposals requested under a Project Proposal Request. Separate multipliers are to be provided below for "standard" work hours and "non-standard" work hours.

Proposers are to include, in the appropriate space on the Price Proposal Form, the factor to be applied to the unit prices for standard work hours (6:00 am – 6:00 p.m. Monday through Friday), identified as Factor A, and non-standard work hours (all other hours), identified as Factor B.

The multiplier submitted shall include all costs for work in place, including but not limited to:

- General administrative overhead
- Fringe and benefits
- Profit
- Incidental drawings and other documentation required for permitting, etc.
- Transportation of material to the project site
- Tools and related items
- Indirect costs, (i.e., bond premiums, insurance, waste or excess materials purchases)
- Indirect labor costs, (i.e. company officers and support staff, superintendents, inspectors, projects managers, estimators, administrators, buyers, etc.)
- Employer's share of taxes such as social security and unemployment compensation

Administrative expense to work with the College to issue tax savings direct purchase orders, where the College would retain all savings from purchases of materials/equipment > $5,000. (See Section 9.00, Tax Savings Agreement)

The awarded contractor shall perform any and all functions called on by the contract per the scope specified in individual Proposal Requests against this contract for the unit price sum specified in R. S. Means construction Cost Data, R. S. Means Repair and Remodeling Cost Data, latest edition, Bare Cost (Materials, Labor, and Equipment without any mark ups for material, labor, equipment, subcontractors, or sales tax), multiplied by the City Cost Index Weighted Average Total for the City of Jacksonville, FL, (or a negotiated price developed after submittal of the unit prices) from the applicable R. S. Means Cost data, multiplied by the multiplier entered below.

ITEM **DESCRIPTION**

1. **Factor A** – Standard working hours 6:00 a.m. to 6:00 p.m. (Monday through Friday, excluding national holidays) TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

   Multiplier (projects less than $200,000)
   Multiplier (projects $200,000 - $500,000)*
   *FSCJ requires a 100% performance and payment bond for projects greater than $199,999.99.

2. **Factor B** – Non-standard working hours, other than 6:00 a.m. - 6:00 p.m. Monday through Friday, including national holidays. TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

   Multiplier (projects less than $200,000)
   Multiplier (projects $200,000 - $500,000)*
   *FSCJ requires a 100% performance and payment bond for projects greater than $199,999.99.

3. **Factor C** - Contractor to get (3) quotes and award to lowest responsive bidder(s) and require provided supervision less than $200,000. TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

(1) On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) involving multiple trades, contractor will charge cost plus percentage.
(2) On a Non Pre-Priced Item(s) (NPI)/Owner Directed Item(s) (ODI) project(s) involving a single trade, contractor will charge cost plus percentage.

Factor C - Contractor to get (3) quotes and award to lowest responsive bidder(s) and require provided supervision greater than or equal to $200,000 with bond.TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

(3) On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) involving multiple trades, contractor will charge cost plus percentage.
(4) On a Non Pre-Priced Item (s) (NPI)/Owner Directed Item(s) (ODI) projects(s) involving a single trade, contractor will charge cost plus percentage.

Factor C - Non-prepriced items (NPI)/Owner directed items (ODI) projects involving one single source/supplier for the entire project and do not require on site superintendents. TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

(5) NPI/ODI: Work > $200,000 with bond, Contractor to obtain (3) quotes and priced at low bidder meeting specifications plus percentage.
(6) NPI/ODI: Work < $200,000 without bond, Contractor to obtain (3) quotes and priced at low bidder meeting specifications plus percentage.

NOTES: For purposes of comparison of the multipliers listed above, Factor A for standard work hours will be multiplied by 85% or 0.85, Factor B for non-standard work hours will be multiplied by 10% or 0.10, Factor C 5% or 0.05 totaling 100% overall. (The assumption being that approximately 85% of work will be done during standard work hours and 10% of work will be done during non-standard work hours). The College will analytically compare proposals assuming 85% of the work will be less than $200,000 and 10% will be $200,000 - $500,000 and 5% for miscellaneous delivery orders as required as defined as Factor C. The total of those percentages of the multipliers shall form the basis of comparison of proposers' multipliers.

The multipliers are to remain unchanged throughout the life of the contract, which includes the initial contract term and any renewal options exercised.

The College shall use these multipliers to determine the price of work for each project on individual Project Proposal Requests. The unit prices listed in R. S. Means Publications Bare Cost multiplied by the City Cost Index Weighted Average Total for Jacksonville, Florida are multiplied by the multiplier to arrive at the actual cost for a unit of work. The multiplier shall be represented as "net", "a decreased from" or an "increase to" the prices listed in the Means. An offer to "net" would be represented at "1.0". An example of a decrease from" the prices in the Means would be represented at "0.983". An example of an "increase to" the prices in the Means would be "1.104".

5.902 Provide a sample (maximum not to exceed 3 pages) of your company's' response to a Project Proposal Request to include cover summary page. (Refer to the example Section 5.905, Representative Example of A DOC "Construction" Quotation Using R.S. Means)

NOTE: ALL RS Means proposals MUST include BOTH a separate FSCJ Contracted Co-Efficient Factor AND RS Means "Jacksonville, FL CCI" deductions within the RS Means Proposal Summary page. Example:

2009 FSCJ DOCS IDIQ Std < $200k (.888) (-11.2000%)	$(211.73)
RSMeans JACKSONVILLE, FL CCI 2012, 85.70%	$(315.44)

Attached with Section 5.90? Yes_____ No _____

5.903 How the multiplier will be utilized:

Unit price X number of units = direct cost
Direct cost X multiplier (standard or non-standard) = cost of work
Cost of work X percentage of work performed during the shift* = TOTAL COST OF WORK

* When work will be performed during both standard and non-standard work hours.

Example:

For this example, two electrical services are required, assume the bid multiplier for Factor A is 1.5, factor B is 1.75, 70% of the work will be performed during standard work hours, and 30% of the work will be performed during non-standard work hours.

Means Item A9.10210, electrical Service (new construction)	Cost each
Service installation includes breakers, metering, 20' ½" conduit and wire, 3 phase – 4 wire 120/208 volts, 60 amps	$ 1,045

	$1,045	(unit price)
x	2	(number of units)
=	$2,090	(Direct Cost)
x	1.5	(Factor A)
=	$3,135	(Cost of work – Factor A)
x	70	(70% of work performed during standard hours)
=	$2,194.50	(Cost of work performed during standard work hours)
	$2,090	(Direct cost)
x	1.75	(Factor B)
=	$3,657.50	(Cost of work – Factor B)
x	.30	(30% of work performed during non-standard work hours)
=	$1,097.25	(Cost of work performed during non-standard work hours)
	$2,194.50	(Cost of work performed during standard work hours)
+	$1,097.25	(Cost of work performed during non-standard work hours)
	$3,294.75	(Total lump sum cost of work)

5.904 Lot #1 Total Cost/Value Point Assignment Generation:

The evaluation committee will review responsive proposals submitted written evidence of Lot #1: Local R.S. Means Formula Co-Efficient Pricing and assign up to a maximum of 25 points.

The evaluation committee will calculate an analytical model of each proposer's Section 5.901 prices submitted to determine an overall analytical low bidder meeting specifications.

As noted in the RFP, the multipliers submitted will be used to calculate the analytical model below.

The Committee will use the following analytical assumptions:

Factor A The average of the two multipliers for standard work hours will be multiplied by 85% or 0.85, of the anticipated value of the contract ($12,000,000) for an analytical sum.

Factor B The average of the two multipliers for non-standard work hours will be multiplied by 10% or 0.10, of the value of the contract ($12,000,000) for an analytical sum.

Factor C misc. The average of the six multipliers will be multiplied by 5% or 0.05, of the value of the contract ($12,000,000) for an analytical sum.

The analytical sums of Factors A, B and C will then be added yielding the total analytical sum to be evaluated.

(The assumption being that approximately 85% of work will be done during standard work hours, 10% of work will be done during non-standard work hours and 5% will be done for misc. deliver orders as defined in this RFP.)

The Committee will assign 25 points to the overall low proposer meeting specifications of the analytical model as defined above and calculate the points of the other proposers on a percentage basis.

5.905 Representative Example of a Delivery Order Contracting Services Quotation Using R.S. Means

August 10, 2012

To: Facilities Management and Construction
Florida Community College at Jacksonville
501 West State Street
Jacksonville, FL 32202

Attn: Dr. Patty M. Adeeb, Executive Director

Subj: DOC Contract # 2009C-53
Deerwood Center-Asphalt Repairs

Dear Dr. Adeeb,

In reference to the above project, we are pleased to submit our cost proposal for the work as follows:

- Furnish and install material and labor needed to demo asphalt (4) locations.
- Furnish an install material and labor needed to repair asphalt at (4) locations.
- Provide daily and final clean-up of all work areas.

The line items and their corresponding identifier numbers have been taken from the 2012 R.S. Means Facilities Cost Data Manual. The proposed project total, including our "**Normal working hours**" coefficient of **0.888** and the city cost index markup of **0.857**, is **$1,678.70.** There are (0) non pre-priced item in this proposal.

Therefore the total proposed cost is $1,678.70

We are requesting Three (3) days to complete this project.

Respectfully submitted,

Warden Construction
Corp. Tim Crickmore
Project Manager

Enclosures

3653 REGENT BLVD., SUITE 201, JACKSONVILLE, FL 32224; PHONE: 928-9819 – FAX: 928-2091

WARDEN CONSTRUCTION

Final Estimate

Tim Crickmore
Warden Construction
2009C-53 - 2009 FSCJ DOCS IDIQ Warden
DW- Asphalt Repairs - 081012-001
Tim Crickmore

Estimator: Tim Crickmore

DW- Make Four Asphalt Repairs

Division Summary (MF04)

01 - General Requirements	$251.47	26 - Electrical	
02 - Existing Conditions	$634.80	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	$140.00
05 - Metals		32 - Exterior Improvements	$1,179.60
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternates	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		**MF04 Bare Total (Without totalling components)**	**$2,205.87**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			

Totalling Components

Priced Line Items	$2,205.87	2009 FSCJ DOCS IDIQ Std < $200k (.888) (-11.2000%)	$(211.73)
Nonpriced Line Items		RSMeans JACKSONVILLE, FL CCI 2012, 85.70%	$(315.44)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$266.80
Labor:	$1,503.80
Equipment:	$435.27
Other:	$0.00
Laborhours:	40.41
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	8	$2,205.87	
Total Non-Priced Items:	0	$0.00	0.00%
	8	$2,205.87	

Grand Total **$1,678.70**

Final Estimate

Estimator: Tim Crickmore

DW- Make Four Asphalt Repairs

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-33-10-2650-2	Rent per day for concrete equipment rental, without operators, saw, concrete, self propelled, gas, 30 H.P.	Ea	1.0000	$100.00	$100.00	RSM12FAC E, B	P
2	01-74-13-20-0052	Cleaning up, cleanup of floor area, continuous, per day, during construction 2 Days	M.S.F.	2.0000	$44.55	$89.10	RSM12FAC M L E B	P
3	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by General Contractor at end of job	M.S.F.	1.0000	$62.37	$62.37	RSM12FAC M L E B	P
		01 - General Requirements Total				$251.47		
02 - Existing Conditions								
4	02-41-13-17-5590	Demolish, remove pavement and curb, excludes hauling and disposal fees, concrete, minimum labor/equipment charge	Job	1.0000	$462.00	$462.00	RSM12FAC L E B	P
5	02-41-19-25-0015	Selective demolition, saw cutting, asphalt, up to 3" deep	L.F	128.0000	$1.35	$172.80	RSM12FAC M L E B	P
		02 - Existing Conditions Total				$634.80		
31 - Earthwork								
6	31-22-16-10-9000	Finish grading, minimum labor/equipment charge, hand grading	Job	1.0000	$140.00	$140.00	RSM12FAC L B	P
		31 - Earthwork Total				$140.00		
32 - Exterior Improvements								
7	32-01-17-20-0500	Repair of asphalt pavement patches, flexible pavement patches, roadway, repave, cold, 15 S.F., 4" depth	Ea	3.0000	$287.15	$861.45	RSM12FAC M L E B	P
8	32-01-17-20-0540	Repair of asphalt pavement patches, flexible pavement patches, roadway, repave, cold, 25 S.F., 4" depth	Ea.	1.0000	$318.15	$318.15	RSM12FAC M L E B	P
		32 - Exterior Improvements Total				$1,179.60		
		Estimate Grand Total				1,678.70		

5.906 Total Cost/Value (Lot #2: Discounted Labor Rates and Material Costs)

The committee will evaluate Lot #2 Discounted Labor Rates and Material Costs proposed and calculate an analytical total cost assigning the maximum points for the Lot #2 Sub-category to that proposal with the overall analytical lowest cost and calculate the scores of the other proposals on a percentage basis. (0 - 25 Points) Cost and percentages need to be entered into the GetAll submission web-link for accurate accountability.

Sub-category point break-down as follows:

- **Normal Working Hourly Rates (0 - 10 points) See 5.906.2a below**
- **Emergency Charges/Hourly Rates (0 - 5 points) See 5.906.2b below**
- **Materials Cost Percentage Proposal (0 - 5 points) See 5.906.2c below**
- **Sub-Contractors Cost (0 - 5 points) See 5.906.2d below**

NOTE: Subsequent contract(s) of **Lot #2 to this RFP can be utilized** for any project in which Federal Funding OR FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002 requirements would be applicable.

For projects up to $25,000 contractor may utilize the Lot #2 Material and Labor Discounted pricing OR Lot #1 formula pricing using a bid co-efficient factor using the most current R.S. Means localized cost database, whichever is the lowest total cost.

5.906.1 If submitting a "NO RFP" for LOT #2: ☐ No RFP

Reason for Submitting "No RFP": _____

5.906.2 Lot #2 Price Proposal Form: Indefinite quantity contract with licensed contractor(s) using discounted labor bid rates $/hours/discipline and percent mark-up over cost for equipment and supplies, as defined herein.

Proposers Company Name: _____

Signature_____ Print Name: _____

If submitting a Lot #2 Proposal, this form must be completed in its entirety.

- If you leave any blanks, you will be considered non-responsive.
- Make sure you include prices for all disciplines for all hourly rates requested.
- Make sure you do not subtract or add anything to the hourly rates quoted.
- Material Cost to be used on this contract is calculated as cost plus percent (%) basis. (0% mark-up preferred).

5.906.2a Normal Working Hours (6:00 a.m. to 5:00 p.m.): Monday – Friday

Project Manager $_____ per man-hour *

Superintendent $_____ per man-hour *

Journeymen $_____ per man-hour *

Helper $_____ per man-hour *

(* Hour begins when staff arrives on campus)

5.906.2b **Emergency Charges: Any Time Emergency Call-In during Hours** (5:01 p.m. to 5:59 a.m.)

Project Manager $_____ per man-hour *

Superintendent $_____ per man-hour *

Journeymen $_____ per man-hour *

Helper $_____ per man-hour *

(* Hour begins when staff arrives on campus)

5.906.2c **Materials Cost Percentage Proposal *:**

	Mark-up	
Mark up % over cost of:	<$25K	> $25K
Equipment/Systems*	_____%	_____%
Repair/Replacement Parts	_____%	_____%

***Note:** FSCJ reserves the right on purchases greater than $5K of equipment to work with the awarded contractor directly purchase the equipment from the equipment manufacturer to save State of Florida sales tax, where FSCJ would retain the sales tax savings using Material Supplies and Equipment Owners Sales Tax Exemption (Section 9.00).

The College reserves the right to request contractor (using co-efficient/unit prices defined herein) to develop extended warranty programs.

5.906.2d **Sub-Contractors Cost:**

Define below the cost markup percentage for future projects that require your use of sub-contractors for work under contract 2022C-06 unique so that your firm cannot self-perform on a cost plus percent (%) basis: (0% mark-up preferred)

	Mark-up	
Mark up % over cost of:	<$25K	> $25K
Subcontractor Services	_____%	_____%

5.906.3 **Provide a sample (maximum not to exceed 1 page) of your company's' response to a Project Proposal Request using T & M With Sub-contractor.** (Refer to the example: Sample Lot #2 Quotation Format of Time & Material)

Attached? Yes_____ No _____

Sample Lot #2 Quotation Format of Time & Material

W.W. GAY MECHANICAL CONTRACTOR, INC.
524 STOCKTON STREET • JACKSONVILLE, FLORIDA 32204-2500
PHONE (904) 388-2696 • FAX (904) 389-4901
Mechanical CMC-008140 • Plumbing CFC-019184

November 15, 2012

Florida State College at Jacksonville
4501 Capper Road
Jacksonville, Florida 32218
HVAC Maintenance Supervisor

Attn: Mr. Mark Gandy

Re: **FSCJ Nassau Campus**
AHU-21, Building P/30 Control valve replacement

Dear Mr. Gandy,

W. W. Gay Mechanical Contractors, Inc. is pleased to provide a quote to furnish all labor and materials to repair the HVAC Air Handling Unit-21, Building P/30 on the above referenced project. The chilled water control valve stem is galled to the valve seat. The following notations and exclusions shall be used to clarify our quotation.

Included Items:

- All required trades related to service replacement.
- All required fees / costs related to service replacement.
- All labor required to replace control valve.
- Threaded chilled water control valve.
- Control valve actuator.
- Chilled water pipe thermal insulation.

The above mentioned project has been quoted using the lot II method, time and materials agreement 2007C -46 Lot II.

1.	Materials (valves, fittings, insulation)		$528.41 x 17.5%		$ 620.88
2.	Labor	Superintendent	8hrs x $76.25		$ 610.00
3.	Labor	Apprentice	8hrs x $40.00		$ 320.00
				Total	$1550.88

We are pleased to quote this project at a One Thousand Five Hundred Fifty Dollars and eighty eight cents ($ 1550.88).

W.W. Gay Mechanical Contractor, Inc. appreciates the opportunity of providing you with the above mentioned proposal. If you have any questions please call me at 904-394-7956

Thank you,
W. W. Gay Mechanical Contractor, Inc.

Ted Williamson
Project Manager

Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or College in Florida or elsewhere.

Florida State College at Jacksonville does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | equityofficer@fscj.edu.

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500 for questions about the accreditation of Florida State College at Jacksonville. The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.

Agreement RFP #2022C-06R
Between
Florida State College at Jacksonville
and
Register Roofing & Sheet Metal, Inc.

ATTACHMENT B

(CONTRACTOR's Submittal to RFP #2022C-06)

RFP:	2022C-06	ISSUE DATE:	10/28/2021
RFP TITLE:	ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES		
RFP OPENING DATE & TIME:	12/6/2021 at 2:00 p.m. EST		
PURCHASING AGENT Name and email:	Audrey B. Monroe (amonroe@fscj.edu)		

FLORIDA STATE COLLEGE AT JACKSONVILLE
501 WEST STATE STREET, ROOM 305
JACKSONVILLE, FL 32202-4068

EMAIL/FAX Submissions Not Allowed

Submittal Format is available electronically
https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=2022C-06&d=12/06/2021

REQUEST FOR PROPOSAL SUBMISSION

For Florida State College At Jacksonville

Randi Brokvist
Executive Director, Purchasing

CONTRACTOR INFORMATION & NO RFP BLOCKS *Jacksonville FL - Local Time

Each supplier desiring to be maintained in the College's computerized RFP list for future solicitations is requested to return this single form (only) when submitting a "No RFP".

☐ RFP (see attached) ☐ No RFP Reason for Submitting "No RFP": _____

COMPANY SUBMITTING RFP:	Register Roofing & Sheet Metal, Inc.				
MAILING ADDRESS:	4632 Sub Chaser Court				
FEDERAL ID #	54-2069021				
CITY:	Jacksonville				
STATE:	Florida	ZIP:	32244	TEL:	904-215-8533
FAX:	904-213-7833	EMAIL:	Lincoln@RegisterRoofing.com		

Minority Business Enterprise Type: # N/A

Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership).

Minority Solicitation & Participation: It is Florida State College at Jacksonville "Minority (MBE) Outreach Monitoring Policy" to encourage maximum solicitation (Request for Proposal) and participation by minority firms in its purchase contracts. To this end, minority and non-minority firms responding to this RFP as general contractors are encouraged to conduct similar outreach efforts in its subcontract processes as your efforts will be monitored by the College's District Board of Trustees. While the College does not establish specific goals for minority "set-asides", it does have a 25% minority solicitation (Request for Proposal) monitored goal with awards being to highest rated proposer(s) meeting specifications. Since implementation of the College Minority Outreach Program in December 1, 1991 minority/small business solicitations have been provided to 25% WBE/MBE firms, and awards to minorities have increased considerably on College purchase contracts.

"CERTIFICATE OF INDEPENDENT PRICE DETERMINATION"
IMPORTANT!! SIGNATURE BLOCK

I certify that this RFP is made without prior understanding, agreement, or connection with any other company or person and is in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the company submitting it.

	Lincoln Register, President
Officer's Authorized Signature	Officer's Typed Name & Title

TO BE RESPONSIVE, SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY SUBMITTING THIS RFP IS REQUIRED

POST DATE:	1/4/2022	REMOVE DATE:	1/7/2022

RFP No.: 2022C-06
Request for Proposals (RFP)

EVALUATION CRITERIA SUBMITTAL REQUIREMENTS

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

Information to be included in your response to this RFP titled: ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES, the proposal submittal shall include, at a minimum, a detailed response to all of the following interrogatory questions. Failure to fully answer all questions/inquiries will cause your RFP submittal to be considered non-responsive.

The undersigned acknowledge that:

- **To be responsive proposers shall complete the "entire" Submittal Requirement Section. The College evaluation committee will evaluate responsive written qualifications submitted** using evaluation criteria defined in FSCJ 2022C-06 Solicitation eBidding Document Section 5.00. Please assure your proposal follows the RFP #2022C-06 numerical order format.
- If any information provided by the applicant(s) is found to be, in the opinion of the RFP #2022C-06 evaluation committee, substantially unreliable as deemed in the best interest of the College, that application may be considered non-responsive.
- The College reserves the right to reject any portion or all Proposal Submittals, to re-solicit or not, and to waive informalities as deemed in the best interest of the College.
- The optional selection of finalists for interview will be made on the basis of information provided herein. The interviewed firms will be ranked based on their grand total scores earned (Phase I) based on the information provided herein.
- It is understood that this document must be submitted by the date and time as defined in RFP 2022C-06 Solicitation eBidding Document Section 8.00 titled "Schedule"

SIGNATURE AND CERTIFICATION

__X__ have received and reviewed a complete set of the Contract Documents for the project solicitation titled above, including addenda __1__ through _____

Under penalty or perjury, the undersigned declares, certifies, verifies, and states to the best of his or her knowledge and belief, that the following and attached information is true, correct, and complete.

Failure to submit a signed submittal shall result in your submittal being deemed non-responsive.

Name of firm submitting: Register Roofing & Sheet Metal, Inc.

12/6/21
Signature of Authorized Officer / Date

12/6/21
Signature of Witness / Date

Lincoln Register, President
Typed Name of Authorized Officer

Jessica Howard, Preconstruction Administrator
Typed Name of Witness

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.10

Company Unique Qualifications and Past Experience

SUBMITTAL

(Tab Sheet)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Register Roofing & Sheet Metal, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4632 Sub Chaser Ct

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32244

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 4 - 2 0 6 9 0 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 12/6/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**** DRUG-FREE WORK PLACE ****

THE UNDERSIGNED VENDOR IN ACCORDANCE WITH FLORIDA STATUTE 287.087 HEREBY CERTIFIES THAT

Register Roofing & Sheet Metal Inc. (NAME OF BUSINESS) DOES:

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 ACTION THAT WILL TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION.

2. INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE BUSINESS'S POLICY OF MAINTAINING A DRUG FREE WORKPLACE, ANY AVAILABLE DRUG COUNSELING, REHABILITATION, AND EMPLOYEES 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 THIS SOLICITATION A COPY OF THE STATEMENT SPECIFIED IN SUBSECTION(1).

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/PROPOSAL, 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 VIOLATION OF CHAPTER 1893 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 THROUGH IMPLEMENTATION OF THIS SECTION.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Date: 12/6/21

PROPOSER'S SIGNATURE Lincoln Register, President

Response to Section 5.10, Attachment B

Register Roofing & Sheet Metal, Inc.

DRUG FREE WORKPLACE PROGRAM RECEIPT

I hereby acknowledge that I have received a copy of the Company's Drug Free Workplace Program. I also acknowledge that I have received a full and complete explanation of the Program, including all policies and the availability of an Employee Assistance Program.

I further state that I have read or will read, or have had or will have read to me, all sections of this Drug Free Workplace Program. I understand that violation of any provision of this policy may lead to disciplinary action up to and including termination of employment, and that I may forfeit my workers' compensation benefits.

Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its receipt, constitutes or implies a contract of employment or a guaranteed right to recall.

_____ _____
Date Received Employee Signature

_____
Employee Print Name

_____ _____
Date Witness

Register Roofing & Sheet Metal, Inc.
Drug Free Workplace Policy

STATEMENT OF POLICY

Register Roofing & Sheet Metal, Inc. ("the Company"), in all operating locations has a long-standing commitment to a working environment free of drug and alcohol abuse. The company's goal is to eliminate the use of illegal drugs, alcohol, and controlled substances at our work locations. We expect all employees to understand what substances are prohibited, testing procedures, and consequences of a positive test result. All of that information is provided in this document, and additional details are available through the Human Resources office. Notice of this Policy is conspicuously posted at each work site, and is included in job notices. Except as limited or prohibited by state law, compliance with this policy is a condition of employment for all present and future employees.

Compliance with Laws

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration. This document is established through and intended to comply with the Florida Drug-Free Workplace requirements as set forth in Florida Statutes §440.101 et. seq., the Federal Drug-Free Workplace Act of 1988, and, as applicable to covered employees, the Department of Transportation Federal Motor Carrier Safety Administration ("DOT") requirements in 49 C.F.R Part 40. If there is any provision in this procedure which is not in compliance, such provision will be considered void where prohibited, but all other provisions will remain in effect.

Non-retaliation

An employee should immediately report any violations to his/her immediate supervisor or the safety manager.

Any employee who, in good faith, reports an alleged violation of this Policy, or any supervisory or managerial employee who investigates or takes action in good faith based on reasonable suspicion, shall not be penalized, disciplined, harassed, retaliated against, or discriminated against in any way for making reports or participation in any investigation or action based thereon. Any employee who is determined to have intentionally made a false report or otherwise made a report not based in good faith shall be subject to discipline, up to and including termination.

Definitions

Alcohol	Liquids containing ethyl alcohol (ethanol).
Drug	One or more of the following substances: Amphetamines, Cannabinoids, Cocaine, Phencyclidine (PCP), Methadone, Propoxyphene, Opiates, Methaqualone, Barbiturates, Benzodiazepines, synthetic, narcotic, designer drug or metabolite of any of the substances listed.
Medications	Prescription and non-prescription substances obtained and used legally to combat illness and injury or for other therapeutic reasons.
Work(ing)	Performing any activity under any conditions during any period of time that an employee is covered by the Employer's Workers' Compensation insurance (i.e. driving, on duty, on call or performing any tasks as a part of employment

duties; lease and contract employees included).

Additional definitions can be found in F.S. §440.102 and in the Florida Administrative Code Chapter 59A-24.001, et seq. Usage of terms in this policy will, unless specifically stated otherwise, be the same as defined therein.

Drugs in the workplace. The company strictly prohibits the use, possession, sale, or purchase of any illegal drug or any prescription drug without a valid prescription on company property, in company motor vehicles, at company-sponsored functions, or wherever company work is being performed.

Alcohol in the workplace. The company also prohibits the consumption, possession, sale, or purchase of alcohol on company property, in company motor vehicles or personal vehicles in use for company business, exceptas follows:

- *Company-sponsored, off-site activities.* The consumption, possession, sale, or purchase of alcohol at any company-sponsored business or social function held off company premises is allowed with prior approval of management.
- *Limited work-related functions.* Employee use of alcohol while attending a company-sponsored business or social function, or otherwise representing the company at outside function is permitted only to the extent that it does not lead to impaired performance, inappropriate behavior, endanger the safety of any individual, or violate applicable law.

Deficiency in performance related to drug or alcohol use. Any employee who is in a condition which appears to negatively affect their ability to perform their job, endanger the safety of themselves or others, cause equipment or property damage, or otherwise expose the company to potential liability will not be allowed to continue working or to remain in the workplace.

Voluntary Notification of Drug Use and/or Abuse

An employee who has not previously tested positive for drug or alcohol use, and who comes forward voluntarily seeking treatment shall not be subject to discipline, discharge or discrimination solely for coming forward. Once a test has been scheduled, however, the employee must comply with the drug-testing and disciplinary procedures set forth in this policy and coming forward shall not be a basis for otherwise avoiding the test.

During rehabilitation or counseling, the employee will be expected to perform his/her job and report for work unless the treatment program requires an absence. Enrollment in a rehabilitation program or attending counseling will not shield the employee from disciplinary actions, up to and including termination, for other violations of this or other company policies. The Company may, at its sole discretion and for reasons including, but not limited to, safety and security reassign the employee to another position provided such reassignment does not violate applicablelaw.

Drug and Alcohol Testing Procedures

All drug and alcohol testing will be performed in conformance with applicable state or federal law. We will conduct drug and alcohol testing in the following circumstances:

(1) Following an offer of employment, before or within 3 days of commencing work.
(2) For certain job groups subject to DOT testing requirements.
(3) For reasonable suspicion that an employee is impaired by drugs or is using drugs in violation of this policy. A copy of documentation supporting a reasonable suspicion test will be completed within seven (7) days after testing, will be provided to the employee upon request, and will be retained confidentially by the company for at least one (1) year.
(4) For entire workgroups or departments if there is reason to believe that there are violations of this policy occurring.
(5) Whenever needed during and following drug or alcohol treatment to assure compliance with the treatment plan.

(6) Upon random selection, in accordance with the provisions and procedures of this policy.

All drug tests required by the Company will be at Company expense. Any testing not required by the Company but requested by an employee will be at employee expense.

Reasonable Suspicion

"Reasonable Suspicion" may include, but is not limited to the following examples:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.

2. Abnormal conduct or unpredictable behavior while at work or a significant deterioration in work performance.

3. A report of drug use, provided by a reliable and credible source.

4. Evidence that an individual has tampered with a drug test during his employment with the current employer.

5. Information that an employee has caused, or contributed to, or been involved in an accident while at work.

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Random Testing

Employees will be selected for random drug testing by a scientifically valid method, and each employee shall have an equal chance of being tested each time selections are made. A number of employees will be selected randomly for testing during each calendar year at rates as determined by the company. Random tests will be spaced reasonably throughout the year and will be unannounced. Employees notified of selection for random testing must proceed immediately to the testing site.

Use of Approved Laboratory

All drug testing will be conducted by a laboratory licensed by the Florida Agency for Health Care Administration (AHCA) or certified by the U.S. Department of Health and Human Services and which use chain-of-custody procedures as established by the Agency for Health Care Administration to ensure proper record keeping, handling, labeling, and identification of all specimens tested.

Medical Review Officer (MRO)

The company has contracted with a source of physicians knowledgeable in substance abuse, who will review all drug test results to insure test validity. The MRO will:

- Receive all positive test results
- Ensure that the chain of custody forms are in order
- Review and interpret each positive result
- Attempt to conduct a medical interview, by telephone, with any employee who has tested positive. If the employee is not immediately available and does not return the MRO telephone call within 24 hours, the MRO may declare the test result positive without any further attempt to contact the employee.

The Company will not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee/job applicant solely on the basis of a positive test result that has not been verified by a confirmation test and by a MRO.

Employees and applicants have the right to consult the MRO for technical information regarding prescription or non-prescription medication.

Drugs Tested For

These substances are included under the provisions of the United States government's Controlled Substances Act of 1970, as amended. For non-DOT tests, the company will test for the following:

Drug Group	Screen Detection Level (nanogram per milliliter)	GC/MS Confirmation Level (nanogram per milliliter)
Amphetamines	1000	500
Cocaine Metabolites	300	150
Marijuana Metabolites	50	15
Opiate Metabolites	2000	10 ng. for 6-mam.
Phencyclidine	25	25
Alcohol	>/= .04 BrAC	Actual BrAC
All samples tested positive at the screen stage will be confirmed by Gas Chromatography/mass Spectroscopy.		
All testing, collection, and laboratory procedures will be conducted in compliance with Department of Health and Human Services protocols and the requirements specified in 49 CFR Part 40.		

DOT testing will be in accordance with the specifications described under "DOT Requirements" below.

Penalty for Refusal to Take Test

Employees who refuse to submit to drug or alcohol tests under this policy may be subject to disciplinary action, up to and including termination. Candidates for employment who refuse to submit to drug or alcohol tests under this policy will not be employed. Refer also to definitions of "refusal" as described in detail in the DOT section.

Grounds for Termination or Discipline:

The following is considered a violation of the company's drug-free workplace policy and is subject to discipline, including discharge or suspension from employment without pay, even for the first offense:

Refusing to take a company-required drug test following an work-related accident or injury may also result in loss of workers' compensation benefits.

Confirmation of Positive Results

Each positive test for drug or alcohol use will be confirmed using a second, different testing method. Notice of confirmed positive test will be given to the employee/applicant by the Medical Review Officer ("MRO"). Upon receiving notice of a confirmed positive test, the employee or job applicant may:

- within three working days, submit information to the MRO explaining the positive test results, and
- within five working days, submit a written request for a confirmatory retest (at the employee's

or applicant's expense) of the original medical specimen, to be performed by either the original testing laboratory or another laboratory chosen by the employee or applicant that meets the requirements of applicable law.

Adulteration of Sample

If, in the opinion of either the laboratory personnel or the MRO, a urine sample has been adulterated, such adulteration will be considered a refusal to test by the employee. An employee refusal under these circumstances will result in unannounced retest(s) at times of the employer's discretion. A second test found to be adulterated will be considered grounds for termination. Adulteration of sample by an applicant will be considered a positive result and the applicant will not be hired.

Consequences of Positive Results

If an employee tests positive and is (a) found to be using illegal drugs (or legal drugs illegally) while on the job, (b) could be reasonably suspected of being impaired by drugs on the job or (c) has been employed for less than the defined introductory or probationary period for the job, s/he will be terminated after being provided with the notice and instructions for contesting the findings, as described below. A positive test for any listed drug other than marijuana will be presumed to create an on-the-job impairment.

If the employee tests positive for marijuana and/or alcohol, and there is no reasonable indication that s/he was using those substances on the job or impaired on the job, the employee will be given confidential delivery of:

Written notice of positive result, along with procedures for contesting the findings, in accordance with AHCA standards. A second test of the same sample may be requested at any AHCA lab, at the employee expense.

Information concerning local drug treatment facilities and/or counseling services which would be available to the employee.

Written notice that s/he will be subject to further unannounced testing at any time for a two-year period and that a second confirmed positive for any prohibited substance will result in immediate termination of employment. Included on that notice will be a reference to information available on any rights the employee may have under ADA or FMLA.

Injured employees who test positive, in addition to above disciplinary action, typically also forfeit eligibility for workers' compensation medical payments and indemnity payments. However, all initial treatment and care provided by a health care provider to an injured employee before workers' compensation benefits are denied will be paid by the carrier. The carrier must provide reasonable notice to the health care provider that payment for further treatments may be denied.

An employee/job applicant whose drug test is confirmed as positive shall not be deemed to have a "handicap" or "disability" based on the drug test results alone.

Employees arrested, indicted or convicted of violating controlled substance laws will notify the employer within five (5) days of the event and if this substance abuse policy was also violated, will be disciplined up to and including termination, depending on the circumstances.

In the event under this policy an employee is required to seek a treatment plan, it will be at employees expense, including coverage through a medical benefit plan, if applicable. The employee must provide documentation of that treatment program, and be required to be drug and/or alcohol tested unannounced

periodically for two years. A positive confirmed test during or after treatment will typically result in termination of employment.

Employee/Job Applicant Challenges

An employee or job applicant who receives a positive confirmed drug test result may contest or explain the result to the MRO within five (5) working days after receiving written notification of the test result. If an employee's or job applicant's explanation or challenge is unsatisfactory to the MRO, the MRO shall report a positive test result back to the employer, and that person may contest the drug test result pursuant to the law or to rules adopted by the Agency for Health Care Administration.

Employer's Rights and Responsibilities

Within 5 working days after receipt of a positive confirmed test result from the MRO, the Company will inform the employee or job applicant of the positive test result, the consequences of the positive test result, and the employee's available options. The Company will provide a copy of the test results to the employee/job applicant if s/he requests a copy.

Within five (5) working days after receiving notice of a positive confirmed test result, the employee or job applicant may submit information to the Company explaining or contesting the test results, and why the results do not constitute a violation of Company policy. If the employee's or job applicant's explanation of the positive test result is unsatisfactory to the Company, the Company will provide a written statement to the employee/job applicant as to why the explanation was not satisfactory, along with the report of the positive test result. The Company will retain this information for at least one year and will protect it as confidential.

Employee's Rights and Responsibilities

Employees may be tested only to determine "illegal" drug use. Note that marijuana remains classified as a Schedule I, illegal substance, under federal law.

An employee may challenge the results of a drug test, as explained in this policy.

The Company will not ask job applicants what prescription drugs they may be taking before making a conditional offer of employment.

Laboratories are required to keep every specimen that produces a positive test result must be preserved for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the MRO. If the employee or job applicant challenges the test result, the laboratory is to retain the sample until the case is settled.

The employee or applicant has the responsibility to notify the laboratory of any administrative or civil action to be taken pursuant to the law.

The employee or job applicant has 180 days after receiving written notification of a positive test result, and to have the sample retested at his or her expense at another licensed or certified laboratory chosen by the employee or job applicant. The employee is not entitled to submit a new sample for retesting.

CONFIDENTIALITY

All information, interviews, reports, statements, memoranda, and drug test results received by the employer through a drug-testing program are considered confidential information. Further, any information provided by the employee or applicant regarding use of prescription drugs is also confidential.

All information produced as a result of any aspect of this testing program will remain confidential unless the employee authorizes the release by written consent. The only exceptions to this are: (1) when such a release is compelled by a hearing officer or a court of competent jurisdiction, (2) for determining qualification for unemployment compensation benefits, and (3) for determining qualification for workers' compensation benefits.

EMPLOYEE ASSISTANCE PROGRAM

The company maintains an Employee Assistance Referral Program (EAP) that consists of referring employees and their families who suffer from alcohol or drug use problems to local drug and alcohol rehabilitation centers, and provides listings of available sources of information and assistance. To assist our employees and their families in the locating of local drug and alcohol rehabilitation centers, Google the following information: Substance Abuse Treatment Facility Locator; the employee will then click on the desired state, and enter their zip code. A listing of facilities pertinent to the information that the employee entered will be shown.

MEDICATION REPORTING PROCEDURE

Employees or job applicants may confidentially report to the company's medical review officer (MRO) the use of prescription or nonprescription medications both before and after being tested. Additionally, employees and job applicants shall receive notice of the most common drugs or medications – by brand name or common name as applicable, as well as by chemical name – which may alter or affect a drug test.

SUBSTANCES WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST

(BRAND NAMES AND COMMON NAMES)

1. **AMPHETAMINES:** Abetrol, Biphetamine, Desoxyn, Dexedrine, Didrex

2. **CANNABINOIDS:** Marinol (Dronabinol, THC), Marijuana, Hash Pot

3. **COCAINE:** Cocaine HCl topical solution (Roxanne), Crack, Coke

4. **PHENCYCLIDINE:** Not legal by prescription; PCP, Angel Dust

5. **OPIATES:** Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin

6. **METHAQUALONE:** Not legal by prescription

7. **BARBITURATES:** Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Firoicet, Esgic, Butisol Mebaral, Butabarbital, Butabital

8. **METHADONE:** Dolphine, Methadose

9. **BENZODIAZEPINES:** Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, and Centrax

10. **PROPOXYPHENE:** Darvocet, Darvon N, Dolene, Etc.

11. **ALCOHOL:** Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof); Booze, Drink

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE

NOTE: Certification MUST BE SUBMITTED WHETHER OR NOT claiming Minority Status

I HEREBY DECLARE AND AFFIRM that I am the N/A (Title) representative of the firm of

N/A (Company Name) minority business enterprise (MBE/WBE) N/A (Minority Type) as defined by Florida State College at Jacksonville in the specifications for **RFP #2022C-06: Roof Repair & Replacement Delivery Order/Job Order Contracting Services** (Project Name & Number) that I will provide information requested by COLLEGE to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of

N/A (Company Name) as well as the ownership thereof. Further, the undersigned does agree to provide COLLEGE current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination of the books, records and files of the above named company by authorized representative of COLLEGE. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract, which may be awarded in reliance hereon. Termination is understood to forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Signature of Company's Authorized Representative

Lincoln Register/ President

State of FL County of DUVAL City of JACKSONVILLE

On this 6TH day of DECEMBER, 2021, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My commission Expires: 10/4/25

JESSICA HOWARD
Notary Public
State of Florida
Comm# HH154083
Expires 10/4/2025

Minority Type: # **M1** Black American Man; **M2** Hispanic American; **M3** Asian American; **M4** Native American (Eskimo & Aleutian); **M5** Native Hawaiian; **M6** Small Business; **M7** Disabled; **M8** American Woman; **M9** Black American Woman; and **NM** Not Minority. (Must have greater than 51% minority ownership)

"Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094 Florida Statute".

NOTE: IF CLAIMING NON-MINORITY (NM) STATUS, STATE "NM" AS MINORITY TYPE AND DOES NOT NEED TO BE NOTARIZED.

If your firm is greater than 51% owned and controlled by a woman or minority, please submit a copy of your woman or minority certificate with your submittal.

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIME

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Florida State College at Jacksonville
(Print name of the public entity)

by Lincoln Register, President
(Print individual's name and title)

for Register Roofing & Sheet Metal, Inc.
(Print name of the entity submitting sworn statement)

Whose business address is 4632 Sub Chaser Ct Jacksonville, FL 32244

(If Applicable) its Federal Identification Number (FEIN) is 54-2069021

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

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 with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or 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 guilt or nolo contendere.

4. I understand that "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 offices, directors, executives. Partners, shareholders, employees, members and agents who active in the management of the 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 fair market value under an arm's length agreement, shall be a facie case that one person controls another. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let b y 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 the entity.

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements.** ***(Please indicate which statement applies.)***

__X__ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature) Lincoln Register, President

12/6/2021
(Date)

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, LINCOLN REGISTER
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided on this 6TH day of

DECEMBER, 20 21.

_____
(NOTARY PUBLIC)

My Commission Expires: 10/4/25

JESSICA HOWARD
Notary Public
State of Florida
Comm# HH154083
Expires 10/4/2025

FSCJ Site Visit Certification Form

Proposers are to include in their submittal a signed and checked Site Visitation Certification Forms (Section 5.10, Attachment E) whether or not the Proposer elected to take advantage of the site visits opportunity.

__X__ **I hereby declined the FSCJ site visit opportunity,** by submitting a RFP, I acknowledge that I have investigated and satisfied myself as to the conditions affecting the work, including, but not limited to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, at the site, the character of equipment and facilities needed preliminary to and during prosecution of work. In submitting a RFP, I further acknowledge that I have satisfied myself as to obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the college as well as from information presented by the specifications made a part of this contract. Any failure by the proposer to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The college assumes no responsibility for any conclusions or interpretations made by the proposer on the basis of the information made available by the college.

_____ **I do hereby certify I have inspected** the following FSCJ campus/center sites fully satisfying the requirement to inspect "all" College elevators/escalators to fully understand their existing condition which is the basis of submitting a proposal. **No questions will be answered during the non-mandatory site visit and must be submitted in writing as per Section 1.11.**

Register Roofing & Sheet Metal, Inc.
(Contractor Name)

(Contractor's signature)

Lincoln Register, President
(Contractor's printed name)

Site Contact	Campus/Center	Telephone Numbers	College Employee Signature	Date
Ray McEwen	Downtown Campus (DNT) AO/URC/ATC/Main St.	904-633-8197		
Dale Cason	Kent Campus (KC)	904- 381-3560		
Chris Owens	Cecil Center (CC)	904 -779-4177		
Mark Gandy	North Campus (NC)	904-766-6692		
Jerry Abbott	Nassau Center	904-548-4453		
Ron Dykeman	South Campus (SC)	904-646-2401		
Zoran Bozic	Deerwood Center (DWC)	904- 997-2749		

Cooperative Purchase & Terms of Delivery Submission

**** COOPERATIVE PURCHASE AGREEMENT ****

PURCHASES BY OTHER STATE OF FLORIDA COLLEGES, UNIVERSITIES AND STATE AGENCIES: With the consent and agreement of the successful Proposer(s), purchases may be made under this RFP by other community colleges, state universities, district school boards, and other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the RFP/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d). If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from date of award.

Proposer(s) shall note exceptions to the above paragraph, if any:

_____

**** TERMS AND DELIVERY ****

PAYMENT TERMS: NET 40 DAYS OR PROMPT PAYMENT DISCOUNT OF __0__%, __N/A____ DAYS OFFERED BY PROPOSER.

NOTE: ANY PROMPT PAYMENT DISCOUNT OFFERED BY THE PROPOSERS WILL BE TAKEN BY THE COLLEGE IF PAYMENT IS MADE WITHIN THE TIME PERIOD OFFERED.

DELIVERY:_____UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, DELIVERY TO BE NO LATER THAN 40 DAYS AFTER RECEIPT OF ORDER. DELIVERY WILL BE MADE _____ DAYS AFTER RECEIPT OF ORDER (PROPOSER COMPLETE IF OTHER THAN 40 DAYS)

FLORIDA SALES TAX EXEMPTION NO: 85-8012556864C-6

ALTERNATE ELECTRONIC METHODS OF PAYMENT ACCEPTED AT NO ADDITIONAL COSTS:

_____

Section 5.10 Company Unique Qualifications and Past Experience:

The committee evaluation will include reference to your company's past experience and unique qualifications providing Roof Repair & Replacement Contracting services. The committee will assign a total score up to 5 points to proposers based on the degree of their unique qualifications and "related" past experience. (0 – 5 points)

5.101 Name of proposer: Register Roofing & Sheet Metal, Inc.

5.102 Primary contact person: Name Lincoln Register, President

Address: 4632 Sub Chaser Ct

City, State, Zip Code: Jacksonville, FL 32244

Phone No.: 904-215-8533

Fax No.: 904-213-7833

Email Address: Lincoln@RegisterRoofing.com

Secondary contact person: Name Lincoln Register, President

Address: 4632 Sub Chaser Ct

City, State, Zip Code: Jacksonville, FL 32244

Phone No.: 904-215-8533

Fax No.: 904-213-7833

Email Address: Tiny@RegisterRoofing.com

5.103 Location of most local Construction office:

Sales Office: 4632 Sub Chaser Ct Jacksonville, FL 32244

Maintenance Office: 4632 Sub Chaser Ct Jacksonville, FL 32244

Repair Office: 4632 Sub Chaser Ct Jacksonville, FL 32244

5.104 Year proposers business started? 2002

5.105 Year proposer began providing general mechanical contracting services? N/A

5.106 Year proposer began providing Roof Repair & Replacement Delivery Order Contracting Services as specified herein?

2002

5.107 Is roof repair & replacement delivery order contracting services your primary business?

Yes X **No** ____

IF response to 5.107 is No, briefly describe your primary business:

5.108 What percentage of your business is the result of delivery order contracting services? 20 %

5.109 Experience Record - List below three (3) ongoing service contracts you **have lost** for Roof Repair & Replacement Delivery Order/Job Order Contracting services in the past three years. (If none, state NONE.)

Client Name	Date Contract Was Terminated	Length of Contract Held	Contact Name	Phone #
NONE				

5.110 At what locations do you currently manage similar services?

Jacksonville Aviation Authority: JIA, Cecil Field, (
NAS JAX, Jacksonville, FL
Mayport Naval Station, Mayport, FL
Lockheed Martin, Orlando, FL
Jacksonville Electric Authority
City of Jacksonville

5.111 Past related performance of the firm: Include a listing of previous experience with **Roof Repair & Replacement Delivery Order/Job Order Contracts**, supervising multiple, concurrent construction jobs of varying complexity and/or construction & renovation projects on a contracted basis for multiyear terms performed by the firm. Include the title of contract; owner, including name, address and phone number of the owner's contact person; date of contract term; the cost of construction, and a summary description of the work. Provide information regarding management of concurrent construction projects, either major or minor in scope. Educational/Governmental Clients Preferred.

Proposers shall list below 3-5 related commercial/public/higher education of your providing similar Roof Repair & Replacement Delivery Order/Job Order Contracting services values under $500,000 per project as defined in this RFP you have managed at least three (3) years.

Client	Type of Services/Contract Provided	Contact Name	Annual Contract Value	# Years of Contractual Relationship
Weaver Realties	- Roof repairs - Roof replacements - preventative maintenance	Chris Weaver	$350,000.00	9 years
KMK Construction	- Roof repairs - Roof replacements - preventative maintenance	Todd Cowen	$650,000.00	8 years
Lockheed Martin	- Roof repairs - Roof replacements - preventative maintenance	Kelly Weaver	$1,500,000	3 years

5.112 Define below how your company's current capabilities and proposal of how you propose to simultaneously and efficiently manage all of FSCJ's campuses and centers, assuming multiple campuses have projects that have to be managed at the same time period (i.e. over winter break).

We have 24/7 service and our current response time is within 2-4 hours. Register Roofing & Sheet Metal currently has eight service technician teams and seven roofing crews that would be more than capable to accommodate multiple campuses at the same time. One service crew is always on call on evenings, weekends and holidays.

Our firm has six superintendents which manage our field projects, thus having proper management on several projects occurring over a winter or spring break would not pose an issue. As mentioned above, the labor itself is not an issue either.

Our firm utilizes a web based work order management software, allowing us the flexibility to manage work orders at any point from any location, even during a Hurricane when office power is disrupted. We provide electronic PDF reports showing before and after photos of any project performed, provided either daily or upon completion of the project.

5.113 List below the name(s) of the company (ies) or subcontractors that your firm intends will provide construction/renovation needs on all campus/center locations:

ABC Supply - Material Supplier
CRS - Material Supplier
Campbell Plumbing & Mechanical Contractors Southeast - Plumbing & Mechai
Miller Electric Company - Electrical subcontractor
John V Lightning Rods - Lightning protection
Sunbelt - Equipment

5.114 Describe below a brief overview of your company's unique qualifications.

At Register Roofing, we are a turkey roofing provider. We have experience with certified roof design and consulting. We do not subcontract labor like many other firms. There is no type of roof system we are not qualified and experienced in performing, whether it be modified bitumen, singly ply, coatings, standing seam, asphalt shingles, slate, tile, wood shakes, etc.

Some unique traits of our company are as follows:
- Full time in-house safety manager
- Full time in-house quality control manager
- OSHA 10 or 30 cards for all field workers
- In-house metal fabrication shop
- Certified General Contraction in addition to Roofing Contractor, allowing flexibility to perform structural improvements as needed during roof replacements
- Over 100 staff members
- Automated communication to clients via electronic daily reports and work order tickets
- High volume of clean background employees, which is necessary due to our other Department of Defense contracts
- $50M bonding capacity
- $5M umbrella insurance policy

5.115 Describe below your company's experience in Roof Repair & Replacement services preferably for greater than two (2) years and preferably commercial/public/higher education.

Overall we have over 30 years in managing continuing services contracts. Recently we have managed the JEA term contract for over 7 years and also thee City of Jacksonville contract for over 3 years.. We have performed a significant number of repairs and replacements with the University of Florida, Jacksonville University, St Johns River State College and the University of North Florida, including a collective $3M+ in revenue over the past 2 years. In addition, we perform regular work with St Johns and Clay County School Districts.

5.116 How many employees does your company have that would be directly servicing the College:

In Northeast Florida? 85 In Florida? 85 In the USA? 85

5.117 Have you included a copy of all current licensures your firm has to work in Florida (State of Florida Trade Contractors License), (Duval County/City of Jacksonville Business Tax Receipt OR another reciprocating county)?

	Attached?
Florida Contractors Trade License	X Yes
Duval County/City of Jacksonville Business Tax Receipt	X Yes
If Other Reciprocating County County Name: N/A	____ Yes
Other: (define) N/A	____ Yes

Note: If submitting without a Duval County Business Tax Receipt, the awarded contracting firm will need to obtain the Duval County Business Tax Receipt upon contract execution.

5.118 Has your firm provided and attached a copy of the Florida Department of State issued Certificate of Incorporation?

Yes X No ____

If no provide an explanation below.

5.119 Have you completed and submitted the IRS W-9 Form (Section 5.10, Attachment A)?

Yes X No ____

5.120 The College currently utilizes an electronic ACH Payment system in lieu of processing checks. If awarded any resultant contract, would your firm be willing to complete the required ACH document banking information to receive electronic payment?

Yes X No ____ (If no, describe below):

5.121 Drug Free Workplace Certification: Does your company have a "Drug Free Workplace Policy" in force?

Yes__X__ No _____

(If yes, please Submit Section 5.10, Attachment B, Signed and Dated. (A copy of your firm's policy may also be included.)

(If no, please provide certification statement on company letterhead stating such.)

5.122 Tobacco and Smoke Free Environment: Effective March 1, 2013, Florida State College at Jacksonville District Board of Trustees approved Rules of The Board of Trustees #6Hx7-2.19. In accordance with Board Rule 6Hx7-2.19 and the Florida Indoor Clean Air Act, any contractor or sub-contractor employee performing work in respect to your firms' contract is prohibited from the use, distribution or sale of all tobacco products in all indoor and exterior College owned property.

Agreed? Yes__X__ No _____

5.123 The College has established a minority outreach program, which has averaged 19 percent of contracts being awarded to small disadvantaged certified minority/women business enterprises (W/MBE) contractors, suppliers and sub-contractors/sub-consultants. By submitting a Qualifications Submittal, your firm will use best efforts to support the Colleges Minority Outreach Monitoring Program.

Agreed? Yes__X__ No _____

5.124 Pursuant to Florida Statute 112.313(7) and FSCJ Board Rule # 6Hx 7-2.9 (4) "Personnel Responsibilities Outside Scope of Employment" - "No employee (including part time employees, or adjunct employees or Board member) shall sell any product or service to the FSCJ Board except as may be specified in the employee's position responsibilities at the College."

As such does your company have any employee that owns > 5% of your company and is also a FSCJ full time/ part time or adjunct employee of the College?

Yes_____ No __X__ (If Yes, Define below the name of the employee and or Board member as well as detail below their relationship with your company and the College):

5.125 Is your firm greater than 51% owned and controlled by a woman or minority? **Yes**_____ **No** __X__

(**If Yes, please complete Section 5.10, Attachment C** "MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE" signify the Minority Type claiming and include a copy of any Minority Certifications received with your submittal.)
(**If No, please complete Section 5.10, Attachment C** "MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE" signify the Minority Type claiming **"NM- Non-Minority Type")**

5.126 PUBLIC RECORDS: Proposer acknowledges that OWNER, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

Proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed herein.

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

In addition to other contract requirements provided by law, the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville 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 of 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 Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

If a Contractor does not comply with a public records request, the Florida State College at Jacksonville shall enforce the contract provisions in accordance with the contract.

Contractor shall notify the College designated contact each time it receives a public records request for public records Contractor has in its possession.

Agreed? Yes__X__ **No** _____

5.127 Public Entity Crimes (PURCHASES GREATER THAN $35,000 IN VALUE)

As a proposer our company attests we have not been convicted of a public entity crime of the State of Florida or any federal agency and are not listed in the Federal Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

Pursuant to OMB Circular a-110, Subpart B, Section 13 a person or affiliate who has been placed on either the federal excluded parties list system or the State of Florida convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal or enter into a contract to provide any goods or services to a public entity, may not submit a bid/proposal or enter into an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or energy performance contractor under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two (i.e. $35,000) while on the convicted contractor list. The excluded parties' list system can be found at https://www.sam.gov/portal/SAM/#1

Have you attached the written Public Entity Crimes Sworn Statement (Section 5.10, Attachment D), signed by authorized officer and notarized in compliance with Florida Statute 287.133(3)(a) and 287.133(2)(a)?

Yes X **No** _____

5.128 The Contractor shall comply with the trench safety standard, where relevant, in accordance with the Trench Safety Act sections 553.60 through 553.64., F.S.

Agreed? Yes X **No** _____

5.129 The College, at this time, by this RFP is also requesting information from qualified firms to be defined below who have previously successfully competed for and have been awarded, a publicly solicited contract for the defined Roof Repair & Replacement Delivery Order/Job Order Contracting services. List Public Entity, Contract Number and Term of Contract.

FSCJ / #2015C-14 / 1 year term contract & 5 contract renewals
JEA / #153031 / 5 year term contract & 2 renewals
COJ / #021-16 / 3 years to date

5.130 Does your company agree to all RFP #2022C-06 requirements and also agree to sign without exception a resultant contract RFP #2022C-06 (Refer to "Sample Agreement" Attachment No. 1 of General Conditions)?

Yes X **No** _____ (If no, define below deviations)

5.131 Any resultant contract or contract amendment or contract renewal shall require an authorized representative acceptance of manual signatures OR e-signatures by both parties as being acceptable as if the individual is manually signing. Proposer shall define below any exceptions:

Yes X **No** _____ (If no, define below deviations)

5.132 Does your proposal fully comply with all RFP #2022C-06 requirements?

Yes X **No**_____ (If no, describe below any exceptions):

5.133 Does your proposal "exceed" the minimum requirements of this RFP #2022C-06?

Yes X **No**_____ (If yes, describe below):

Bonding and insurance capabilities are well above the requirements of the RFP.

5.134 If awarded this contract #2022C-06 on 2/8/2022, can your company assume full operation of contractual requirement on 2/9/2022?

Yes X **No** _____

5.135 The proposer, by submitting a proposal agrees the awarded contractor shall agree the resultant contract shall include:

A. Providing on a "turnkey" basis all Roof Repair & Replacement Delivery Order/Job Order Contracting Services as defined herein.
B. Be an "independent contractor" providing all supervision of staff including paying all wages and salaries for personnel specified, including payment of all insurance as specified in Special Condition 8.01.
C. Agree to a ninety (90) calendar day's right of either party to request in writing termination of contract without cause.
D. Agree to a fourteen (14) calendar days' notice of default whereby either party shall be provided fourteen (14) calendar days written notice to resolve any breach of contract terms and if said breach is not cured after fourteen (14) calendar days said contract can be terminated within three (3) business days thereof.
E. Agree to sign a hold harmless statement that the awarded contractor would defend and hold the College, its District Board of Trustees, officers, employees, agents, and volunteers harmless from any third party as the result of contractor's, employees', subcontractors' or agents' negligence.
F. Agree to obtain the written approval of the College's marketing department before any advertisements is printed that contains the College's logo.
G. Agree that the College shall retain the right to request awarded contractor to replace onsite management or staff based on unsatisfactory customer service or unsafe practices on campus.
H. Agree to the "Material Supplies and Equipment - Owners Sales Tax Exemption" on (Attachment I).

Agree to include in resultant contract all bullets A. through H. **Yes** X **No** _____

2021-2022 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 630-1916, option 3 Fax: (904) 630-1432
www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2021 through September 30, 2022.

REGISTER, GARY E.
REGISTER ROOFING & SHEET METAL, INC
4632 SUBCHASER CT
JACKSONVILLE, FL 32244

ACCOUNT NUMBER:	113808
BUSINESS NAME:	REGISTER, GARY E.
PHYSICAL ADDRESS:	4632 SUBCHASER CT JACKSONVILLE, FL 32244
CLASSIFICATION CODE:	000005 - QUALIFYING AGENT, CONTRACTORS
STATE LICENSE NO:	CGC006294

COUNTY TAX:	0.00
MUNICIPAL TAX:	100.00
TOTAL TAX:	100.00

VALID UNTIL September 30, 2022

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-5768808.0002-0002 Y02 07/26/2021 100.00

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

REGISTER, GARY EVANS

REGISTER ROOFING & SHEET METAL, INC
4632 SUB CHASER COURT
JACKSONVILLE FL 32244

LICENSE NUMBER: CGC006294

EXPIRATION DATE: AUGUST 31, 2022

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

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

REGISTER, GARY LINCOLN

REGISTER ROOFING & SHEET METAL, INC
4632 SUB CHASER COURT
JACKSONVILLE FL 32244

LICENSE NUMBER: CCC1331028

EXPIRATION DATE: AUGUST 31, 2022

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ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.20

References

SUBMITTAL

(Tab Sheet)

Section 5.20 References:

The evaluation committee will review written responsive proposals submitted, including evaluating your references completed Section 5.20, Attachment A-2 surveys to quantify both the quality of your services provided and similar services. The committee will assign up to 15 points for exceptional references. (0 – 15 points) As such, the committee will evaluate all reference check forms included within your submittal, add up each reference check numerical score to create a grand total, divide that grand total by the # of references received by the defined due date to calculate an average score and then mathematically convert the average to the scale range of 0 - 15 as defined in this solicitation. (0 - 15 points)

5.201 **Required Response Information:** In order to evaluate the abilities of the proposer to perform the Roof Repair & Replacement Delivery Order Contracting services requested, information about the proposer must be provided to determine your firm's ability to meet this entire RFP criterion, which is to be considered in the award(s) of this RFP. This section identifies specific reference information that **must be** included below in the proposal to be assigned RFP Evaluation Reference Points.

References: All proposers providing a response to this RFP **SHALL** list below **a minimum of three related references to be considered for the maximum RFP points**. If the College receives less than three completed Survey forms, the College will proportionally reduce the maximum number of evaluation points (i.e. if the College only receives two (2) reference forms, then the firm would only be able to achieve up to 66% of the maximum number of points, etc.) Proposers must have their clients utilize the attached Performance Evaluation Survey form which is attached as Section 5.20, Attachment A-2.

It is the proposer's responsibility to send this form with a transmittal cover letter (Section 5.20, Attachment "A-1") to your reference clients providing the reference who in turn your client will complete the survey form and timely return the completed reference form back to the Proposer. All reference forms shall be included within your submittal.

a) These references should preferably be directly related in which the proposer provided the same services as being proposed to the College.

A reference from the College would be accepted, ***IF:***

1) The FSCJ Representative is NOT an active Evaluation Committee Member;
2) The FSCJ Representative has NOT had any input in regards to the solicitation and;
3) The Reference Evaluation Survey Form is submitted directly from the FSCJ Representative providing the reference.

Prior to requesting a reference from ANY FSCJ Representative, it SHALL BE the submitters' responsibility to verify that all three of the above requirements are being complied with. ANY Reference Survey Form received in which DOES NOT comply with ALL 3 requirements will not be included in the reference evaluation point assignment.

ONLY ONE OF THE THREE TOTAL REFERENCES CAN BE OBTAINED FROM ANY SINGLE ENTITY. IF MORE THAN ONE IS RECEIVED, ONLY THE FIRST REFERENCE RECEIVED WILL BE CONSIDERED FOR EVALUATION.

b) The references must include as requested the name and address of your client and a contact person's telephone number/email address; a summary of the product offerings or services provided; and the approximate annual aggregate dollar volume of sales provided by your company to the specific client.

c) It is the proposer's responsibility to follow-up with their proposed references to make sure timely responses are received from the references directly to the College.

5.202 Proposers **shall** list below 3-5 related references of clients your firm provided similar Roof Repair & Replacement Delivery Order Contracting services as defined in this RFP that was sent Section 5.20, Attachment A-1 and A-2:

Client	Contact Name	Phone #/Email Address	# Years of Contractual Relationship	$ Value
JEA	Rick Collins	collrl@jea.com 904-665-5706	7 years	Varies per PO $900,000 in 2021
City of Jacksonville	Johnny Thompson	johnnyt@coj.net 904-255-4335	3 years	Varies per PO $243,304 in 2021
MST			8 years	Varies per PO $450,000 in 2021
Auld & White	Billy-Dale Tyson	btyson@auld-white.com	15 years	Varies per PO $2,699,712 in 2021

FSCJ Florida State College at Jacksonville

Florida State College at Jacksonville
RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services

Date: 12/3/2021

To: Register Roofing & Sheet Metal, Inc. (your client) Email: btyson@auld-white.com

Phone: 904-296-2555 Fax No: _____

Subject: Performance Evaluation of Register Roofing & Sheet Metal, Inc. (your company)

Number of pages including cover: 2

To Whom It May Concern:

Florida State College at Jacksonville has implemented a process that collects past performance information on various Contractors that provide Roof Repair & Replacement Delivery Order/Job Order Contracting Services to the College. The information will be used to assist the College Evaluation Committee in the evaluation of the Contractors which provided services to your agency or company.

The company listed in the subject line above has chosen to participate in this program. They have listed you as a past client that they provided contracting services for. Both the Company and Florida State College at Jacksonville would greatly appreciate you taking five to 10 minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following Section 5.20, Attachment A-2 and answer the questions to the best of your knowledge. If you cannot answer a particular question, please write "N/A". Please return this questionnaire directly back by email to requesting contractor.

Thank you for your time and effort.

Randi Brokvist
Executive Director of Purchasing

Florida State College at Jacksonville
RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services
REFERENCE PERFORMANCE EVALUATION SURVEY
To be Completed by the Client Only

Client Company Name: Auld & White Constructors

Point of Contact: Billy-Dale Tyson

Phone number and Email Address: 904-296-2555 btyson@auld-white.com

Fax No.: _____

Proposer Company Name (who listed your company as a reference): Register Roofing & Sheet Metal, Inc.

Client representative providing the reference (name and title): Billy-Dale Tyson Division Leader

Phone numbers and email address of individual providing the reference: 904-296-2555 btyson@auld-white.com

Date(s) of Service: FY21 Annual Aggregate Dollar Amount of Service: $ 3,000,000

Please evaluate the performance of the Proposer noted above using the following scales:
5 = Exceptional (always exceeds your expectations)
4 = Good (meets defined minimum requirement and occasionally exceeds your expectations)
3 = Average (meets minimum requirements)
2 = Fair (meets some minimum requirements)
1 – Does Not Meet Minimum Standards
0 = Do Not Hire (our company would not hire them again)

No	Reference Criteria	Scale Range	Your Score
1	Quality of Service as it relates to the ability to provide the specified construction service.	1 – 5	5
2	Contractors' ability to interact with its sub-contractors.	1 – 5	5
3	Satisfaction with the Contract Administration (verbal and written) during the progression of the project(s).	1 – 5	5
4	Ability to timely resolve issues.	1 - 5	5
5	Accuracy of the cost estimate for the project and materials.	1 - 5	5
6	Project on time completion and within budget.	1 – 5	5
7	Project Superintendent knowledgeable about project.	1 – 5	5
8	Project Superintendent readily available during project.	1 – 5	5
9	Overall satisfaction of finished product.	1 – 5	5
10	Overall customer satisfaction and hiring this Contractor again based on performance (comfort level in hiring Contractor company again)	1 – 5	5

Overall Comments:

_____

FSCJ Florida State College at Jacksonville

Florida State College at Jacksonville
RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services

Date: 12/1/2021

To: JEA (your client) Email: collrl@jea.com

Phone: 904-665-5706 Fax No: 904-665-5710

Subject: Performance Evaluation of Register Roofing & Sheet Metal, Inc. (your company)

Number of pages including cover: 2

To Whom It May Concern:

Florida State College at Jacksonville has implemented a process that collects past performance information on various Contractors that provide Roof Repair & Replacement Delivery Order/Job Order Contracting Services to the College. The information will be used to assist the College Evaluation Committee in the evaluation of the Contractors which provided services to your agency or company.

The company listed in the subject line above has chosen to participate in this program. They have listed you as a past client that they provided contracting services for. Both the Company and Florida State College at Jacksonville would greatly appreciate you taking five to 10 minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following Section 5.20, Attachment A-2 and answer the questions to the best of your knowledge. If you cannot answer a particular question, please write "N/A". Please return this questionnaire directly back by email to requesting contractor.

Thank you for your time and effort.

Randi Brokvist
Executive Director of Purchasing

Section 5.20, Attachment A-2

Florida State College at Jacksonville
RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services
REFERENCE PERFORMANCE EVALUATION SURVEY
To be Completed by the Client Only

Client Company Name: JEA

Point of Contact: Rick Collins

Phone number and Email Address: 904-665-5706 COLLRL@JEA.com

Fax No.: 904-665-5710

Proposer Company Name (who listed your company as a reference): Register Roofing & Sheet Metal Inc.

Client representative providing the reference (name and title): Rick Collins Facilities O&M Foreman

Phone numbers and email address of individual providing the reference: 904-665-5706 COLLRL@JEA.com

Date(s) of Service: FY21 Annual Aggregate Dollar Amount of Service: $ 900K

Please evaluate the performance of the Proposer noted above using the following scales:
5 = Exceptional (always exceeds your expectations)
4 = Good (meets defined minimum requirement and occasionally exceeds your expectations)
3 = Average (meets minimum requirements)
2 = Fair (meets some minimum requirements)
1 – Does Not Meet Minimum Standards
0 = Do Not Hire (our company would not hire them again)

No	Reference Criteria	Scale Range	Your Score
1	Quality of Service as it relates to the ability to provide the specified construction service.	1 – 5	5
2	Contractors' ability to interact with its sub-contractors.	1 – 5	4
3	Satisfaction with the Contract Administration (verbal and written) during the progression of the project(s).	1 – 5	4
4	Ability to timely resolve issues.	1 - 5	5
5	Accuracy of the cost estimate for the project and materials.	1 - 5	5
6	Project on time completion and within budget.	1 – 5	5
7	Project Superintendent knowledgeable about project.	1 – 5	4
8	Project Superintendent readily available during project.	1 – 5	5
9	Overall satisfaction of finished product.	1 – 5	5
10	Overall customer satisfaction and hiring this Contractor again based on performance (comfort level in hiring Contractor company again)	1 – 5	5

Overall Comments:

In general: Register Roofing has always stood behind their work, been responsive to warranty and emergency work, minimal to non-existant punchlist on roof replacements

FSCJ Florida State College at Jacksonville

Florida State College at Jacksonville
RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services

Date: 12-02-21

To: City of Jacksonville (your client) Email: johnnyt@coj.net

Phone: 904-255-4335 Cell 904-588-8952 Fax No: 630-5415

Subject: Performance Evaluation of Register Roofing & Sheet Metal Inc. (your company)

Number of pages including cover: 2

To Whom It May Concern:

Florida State College at Jacksonville has implemented a process that collects past performance information on various Contractors that provide Roof Repair & Replacement Delivery Order/Job Order Contracting Services to the College. The information will be used to assist the College Evaluation Committee in the evaluation of the Contractors which provided services to your agency or company.

The company listed in the subject line above has chosen to participate in this program. They have listed you as a past client that they provided contracting services for. Both the Company and Florida State College at Jacksonville would greatly appreciate you taking five to 10 minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following Section 5.20, Attachment A-2 and answer the questions to the best of your knowledge. If you cannot answer a particular question, please write "N/A". Please return this questionnaire directly back by email to requesting contractor.

Thank you for your time and effort.

Randi Brokvist
Executive Director of Purchasing

Florida State College at Jacksonville
RFP #2022C-06
Title: Roof Repair & Replacement Delivery Order/Job Order Contracting Services
REFERENCE PERFORMANCE EVALUATION SURVEY
To be Completed by the Client Only

Client Company Name: City of Jacksonville

Point of Contact: Johnny Thompson Roofing Specialist

Phone number and Email Address: 904-255-4335

Fax No.: 630-5415

Proposer Company Name (who listed your company as a reference): Register Roofing & Sheet Metal

Client representative providing the reference (name and title): Johnny Thompson Roofing Specialist

Phone numbers and email address of individual providing the reference: 904-255-4335 johnnyt@coj.net

Date(s) of Service: Nov 2020-Dec 2021 Annual Aggregate Dollar Amount of Service: $ $200,000

Please evaluate the performance of the Proposer noted above using the following scales:
5 = Exceptional (always exceeds your expectations)
4 = Good (meets defined minimum requirement and occasionally exceeds your expectations)
3 = Average (meets minimum requirements)
2 = Fair (meets some minimum requirements)
1 – Does Not Meet Minimum Standards
0 = Do Not Hire (our company would not hire them again)

No	Reference Criteria	Scale Range	Your Score
1	Quality of Service as it relates to the ability to provide the specified construction service.	1 – 5	4
2	Contractors' ability to interact with its sub-contractors.	1 – 5	4
3	Satisfaction with the Contract Administration (verbal and written) during the progression of the project(s).	1 – 5	5
4	Ability to timely resolve issues.	1 - 5	4
5	Accuracy of the cost estimate for the project and materials.	1 - 5	5
6	Project on time completion and within budget.	1 – 5	4
7	Project Superintendent knowledgeable about project.	1 – 5	4
8	Project Superintendent readily available during project.	1 – 5	4
9	Overall satisfaction of finished product.	1 – 5	4
10	Overall customer satisfaction and hiring this Contractor again based on performance (comfort level in hiring Contractor company again)	1 – 5	4

Overall Comments:

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.30

Proposed Project Staff Qualifications and Experience

SUBMITTAL

(Tab Sheet)

Section 5.30 Proposed Project Staff Qualifications and Experience:

The committee evaluation will include your proposed staff qualifications including, but not limited to:

a. **Your proposed on-site management/organizational chart and regional and national support.**
b. **Specific qualifications, educational background, and experience of staff proposed to operate and manage the College's account.**

The committee will assign up to 5 points based on the proposed, staffing plan proposed and proposed staff qualifications. (0 – 5 points).

5.301 Proposers shall attach within Section 5.30 (Labeled as 5.301) an organization chart of proposed staff to work on the College's account.

Attached? Yes__X__ No_____

5.302 Provide with your proposal a description of the staffs' previous experience in Roof Repair & Replacement Delivery Order / Job Order contracts, continuing construction/renovation contracts, construction management, and/or construction & renovation projects on a contracted basis for multiyear terms of key personnel proposed to be assigned to this project. Experience obtained either while employed by the firm responding to the RFP, or gained prior to their current position, **attach Section 5.30 (Label as Response to #5.302) a short bio/resume for each person** that defines their current title, licenses, certification earned, formal educational degrees earned, past related/unique related work experience and number of years they have worked for your firm, **including but not limited to**:

a) Previous experience with Delivery Order Contracting (preferred), continuing construction/ renovation contracts, and/or construction and renovation projects.

b) Previous employee Delivery Order contracting experience for educational and/or government clients is preferred.

c) Professional qualifications.

d) Licenses and certifications held by both key personnel (i.e. superintendent/site manager) and company.

e) Estimating experience, including but not limited to use of R. S. Means cost data or other estimating systems.

f) Cost control.

g) Quality control.

h) Experience in supervising multiple, concurrent construction/renovation jobs involving multiple trades.

5.303 Does your firm have a quality inspector?

Yes__X__ No _____

If Yes, what are their qualifications and certification?

We have a safety inspector and a quality control inspection on staff.

Safety Inspector - Keith LeClair
- 20 years experience as EMT, still holds current status
- 3 years experience in construction safety management
- See resume section for additional qualifications

Quality Control Inspection - Nelson Castro
- 25 years experience in commercial roofing
- NRCA CERTA trainer certified
- Approved applicator for Johns Manville, Siplast, Soprema, Carlisle, Firestone, GAF

5.304 Does your firm have staff experienced in estimating, including but not limited to the use R.S. Means Cost Data or estimating systems?

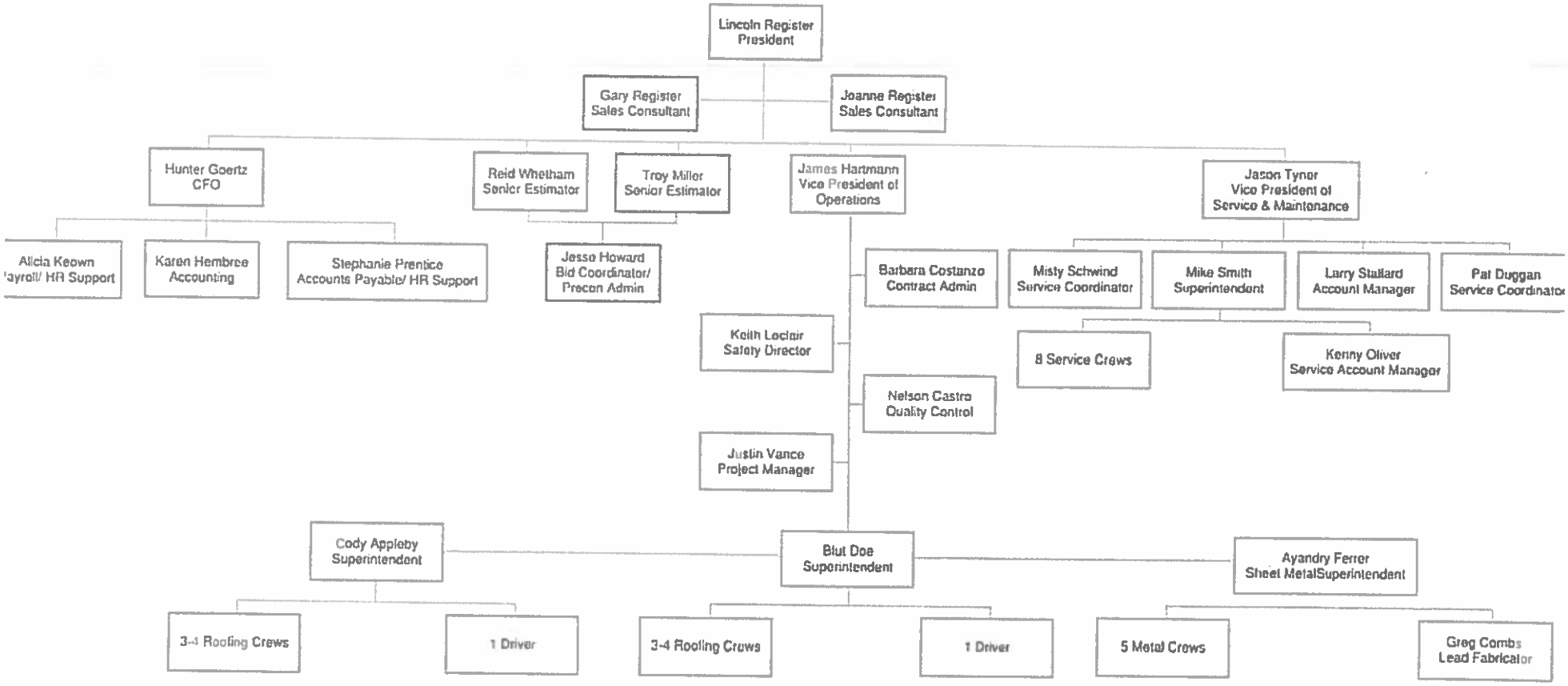
Yes__X__ No _____

If No, Provide an example of your firms' project estimating procedure:

5.301

Register ROOFING

Organizational Chart
3.01



Response to #5.302

KEITH LECLAIR

5308 Marbella Circle Elkton, Florida 32033

(860) 917-4238 kleclair1970@gmail.com

CAREER PROFILE

Highly motivated professional experienced in safety assessments, site inspections, and safety training in the power industry, construction, and municipalities. OSHA 30 certified for General Industry and Construction. Superior communication and organizational skills. Self-motivated with the ability to work both independently and as a valued team member. A productive worker with solid work ethic who exerts optimal effort in successfully completing tasks.

CAREER HIGHLIGHTS

- Safety Director responsible for conducting daily onsite job safety observations to ensure safety and PPE policies are being followed; provide safety training for all new field and office personnel; investigate all safety related incidents and accidents, develop and implement safety programs and training.
- Safety Officer responsible for conducting daily onsite job safety observations to ensure safety and PPE policies are being followed; provide safety training for all new field and office personnel; investigate all safety related incidents and accidents; complete OSHA 301 injury reports as required; conduct weekly safety audits of the warehouse; provide inspections of all safety gear; conduct monthly safety meetings with field employees; generate monthly safety observation reports; travel to other states as directed to assist in safety audits and fall protection inspections; communicate with employees, including field supervisors on any safety concerns on the jobsite; assist in addressing emergencies at job sites including, but not limited, to personal injuries, including contacting relevant emergency personnel.
- Extensive experience providing outstanding Firefighter and Paramedic services to the public and private sector. Consistently recognized by superiors and private individuals for saving lives in emergency situations, such as fires, accidents, water rescues, cardiac arrests, etc.
- Possess over 8 years of experience as an EMS Coordinator. Managed and trained EMT's and Paramedics and communicated with physicians regarding patient care. Created and maintained a budget.
- Deputy Fire Inspector; performed inspections to the National Fire Protection Agency (NFPA) and the state of New Hampshire Fire Code Standard. Managed forestry related permits and regulations as the Deputy Fire Warden. (Hillsboro Fire Department)
- Instructor for emergency medical services and the American Heart Association courses. Collaborate with Emergency Medical Services Coordinator to develop course content.
- Skilled in performing the following paramedic tasks: patient assessment, medication administration, EKG and telemetry interpretation, advanced airway management and cardiac arrest care.

WORK HISTORY

- Field Safety Coordinator, Register Roofing, Jacksonville, FL - 2021-present
- Safety Officer, Trinity Solar, Cheshire, CT - 2019-2020
- Fire and Industrial Specialist, JLN Associates, Old Lyme, CT - 2017-2019
- Firefighter/Paramedic, Durham Fire Department, Durham, NH - 2007-2016
- Firefighter/Paramedic, Hillsboro Fire Department, Hillsboro, NH - 2005-2007

EARLY CAREER

(Details available upon request)

KEITH LECLAIR
(860) 917-4238; kleclair1970@gmail.com

EDUCATION

Associate Degree in Fire Science, Columbia Southern University

LICENSES AND CERTIFICATIONS

Licenses:

- EMT-Paramedic, National Registry; Registry #P0869086
- Florida Paramedic License #538474
- American Heart Association CPR/First Aid/AED Instructor

Certifications:

- Basic Life Support (BLS)
- Advanced Cardiac Life Support (ACLS)
- Pediatric Advanced Life Support (PALS)
- Firefighter I, II, and Career Firefighter (C2F2)
- OSHA 30 Construction/General Industry
- Fire Instructor I, II, III
- Fire Officer I
- Fire Inspector I
- Deputy Fire Warden
- EMR 385 40 Hour

REID WHETHAM

9748 Invention Lane, Jacksonville, Florida • (224) 426-8875
www.linkedin.com/in/reid-whetham-9b72a940

- **VALUE ENGINERRING:** Provide alternative material choices that will address customer satisfaction, warranty, construction installation, or cost saving options, without compromising quality and performance.
- **QUALITY ASSURANCE:** Maintained accurate documentation on all on going jobs, bids, estimates, purchase orders, material selection, change orders and all necessary documents. Effective communication with all team members and clients to identify challenges throughout the bidding process and proactively seek solutions.
- **CUSTOMER SERVICE:** Provide excellence from start to finish, making life easy on the customer. Processing of contract documents such as submittals, RFI's, and change orders.
- **TEAMWORK:** Effective communication with all team members and clients to identify challenges throughout the bidding process and installation and proactively seek solutions.
- **TRAINING:** Team building, mentoring, and training of associates. Daily, ongoing exchange of information to facilitate growth of new hires and project engineers.

SULLIVAN ROOFING **Schaumburg, IL** **August 2011 – September 2018**
Senior Project Manager

- **SALES MANAGEMENT:** Contract negotiations with customers. Goal oriented, cradle to grave project delivery. Through determination, hard work and honesty, developed repeat customers. Developed new business opportunities while nurturing existing clients. Personal average annual sales volume over 7-year span of $20,000,000.00, with peak sales of $30,000,000.00.
- **Construction Management:** Driven to complete all projects on time. Scheduled and managed multiple projects with overlapping schedules from start to completion. Manage projects with assistance of field superintendents. Issue purchase orders for all materials, schedule deliveries to site. Subcontractor bid negotiations. Coordinate subcontractor scope which coincides with primary contract work. Collaborate with Project Engineer to produce accurate, quality submittals, on time.
- **PROJECT ESTIMATION:** Prepare accurate estimates based on plans and specifications for new construction projects. Attend pre-bid site walkthroughs with architects, roof consultants and general contractors for existing re-roof and renovation work. Knowledgeable and proficient in all types of low slope single ply, steep slope roof systems, architectural sheet metal, canopies, and metal wall panels. Estimates created using Buildware and Excel software.
- **VALUE ENGINEERING:** Provide alternative material choices that will address customer satisfaction, warranty, construction installation, or cost saving options, without compromising quality and performance.
- **BUSINESS DEVELOPMENT:** Contributor in the process of selecting the right target projects and clients. Planned outings with current and potential clients to develop long term relationships, building trust. Collaborated with peers and leadership to evolve and improve business plan.
- **FINANCIAL RESPONSIBILITY:** Assessed cost effectiveness of products, projects, and services by tracking actual material and labor costs relative to established budget as the project develops maintaining profit margins.

Education & Awards

- *Bachelor of Arts in Economics*, University of Wisconsin – Parkside (3.3 GPA), 1993
- ***Sika Sarnafil - Project of the Year, Zurich Headquarters, Schaumburg, IL - 2016***
- ***Contributor to achieving Carlisle Gold Level Hall of Fame - 2017***

REID WHETHAM

9748 Invention Lane, Jacksonville, Florida • (224) 426-8875
www.linkedin.com/in/reid-whetham-9b72a940

Career Summary

Strengths include: Relationship Building – proven track record of success in estimating, sales, business development, risk consultation, negotiations, creative-thinking, problem-solving, multi-tasking, implementing needs-based solutions and customer satisfaction.

Professional Experience

REGISTER ROOFING & SHEET METAL, INC. **Jacksonville, FL** **November 2020 - Present**
Senior Estimator

- **PROJECT ESTIMATION:** Assemble accurate estimates based on plans and specifications for new construction projects. Attend pre-bid site walk throughs with architects, roof consultants and general contractors for existing re-roof, overlay, and renovation work. Estimates created using Bluebeam Revu and Custom Excel spread sheets. Knowledgeable and proficient in all types of low slope single ply, steep slope roof systems, architectural sheet metal and metal wall panels. Always seeking new products and systems to expand our diversity of product offerings.
- **SALES:** Actively stive to help the team boost sales, negotiate contracts, all while building strong relationships with the top general contractors and building owners throughout Jacksonville and beyond.
- **VALUE ENGINEERING:** Offer alternative product choices that will improve customer satisfaction, warranty, construction installation, or cost saving options, without compromising quality and performance. This has become extremely important to our customers during the supply chain crisis.
- **QUALITY ASSURANCE:** Maintain accurate documentation on all on going jobs, including, estimates, budget, change orders, material selection, purchase orders, and all necessary documents. Effective communication with all team members and clients to identify challenges throughout, until completion, and proactively seek solutions as required.
- **CUSTOMER SERVICE:** Provide quality communication from start to finish, making life easy on the customer. Processing of contract documents such as submittals, RFI's, and change orders.
- **TEAMWORK:** Effective communication with all team members and clients to identify challenges throughout the bidding process, submittals, and final installation.
- **TRAINING:** Team building, mentoring, and training of associates. Daily, ongoing exchange of information to facilitate company growth.

METALMASTER ROOFMASTER **McHenry, IL** **May 1995 – August 2011**
Senior Estimator and Sales **September 2018 – November 2020**

- **PROJECT ESTIMATION:** Prepare accurate estimates based on plans and specifications for new construction projects. Attend pre-bid site walkthroughs with architects, roof consultants and general contractors for existing re-roof and renovation work. Estimates created using The Edge, Buildware, and Excel software. Knowledgeable and proficient in all types of low slope single ply, steep slope roof systems, architectural sheet metal and metal wall panels.
- **SALES:** Team sales leader, up-selling, cross-selling, inside & outside sales, all while building strong relationships with the top general contractors in Chicagoland. Contract negotiations with customers. Average annual sales volume of $10,000,000.00.

Jason Tyner

3625 Jim's Court, Green Cove Springs, FL 32043 • tiny@registerroofing.com • (904) 219-7334

SUMMARY

Vice President of Service and Maintenance with 21 years of experience in the roofing industry. Started career as a kettle operator in 2000, worked up through the ranks of roofing laborer, roofer's helper, and lead man until becoming a roofing foreman in 2003. Received promotion to service manager in 2010. Received promotion to vice president in 2016.

PROFESSIONAL EXPERIENCE

Register Roofing & Sheet Metal, Inc.
Vice President of Service and Maintenance

May 2004–Present

- Schedule all service and maintenance projects to ensure all workorders are completed in a timely manner. Manage 24 full time employees within service division.
- Responsible for all estimating, bid submissions, and quote submissions for service and maintenance division.
- Oversee all service department invoicing, monthly closeouts, and monthly reconciliation.
- Work closely with company president and CFO to maintain the maximum overall company production and profitability.

Register Contracting
Roofer / Roofing Foreman

May 2000–April 2004

- Started employment as a kettle operator and worked up through the rankings of roofer's helper and lead man from 2000 to 2002.
- Promoted to roofing foreman in 2003.

Kinco Windows and Door LLC.

July 1995–May 2000

- Worked on sliding glass door production line.
- Worked in field as sliding glass door installer.

EDUCATION

Edward H White High School, Jacksonville, FL
Diploma

June 1995

ADDITIONAL SKILLS

-

Kenneth G. Oliver

2280 Reed Court, Middleburg, FL 32068 • kenny@registerroofing.com • (904) 510-2153

SUMMARY

Account Manager of Service and Maintenance with 28 years of experience in the roofing industry. Started career as a Roofing Helper in 1993, worked up through the ranks of Lead Man until becoming a Roofing Foreman and then a Service Technician in 1999. Received promotion to Account Manager in 2019.

PROFESSIONAL EXPERIENCE

Register Roofing & Sheet Metal, Inc. — *May 1999–Present*
Account Manager of Service and Maintenance

- Manage assigned clients & ensure each client is getting the service that they desire. Perform roof evaluations and core cuts for both Service & Estimating Departments.
- Train Service Tech's on how to approach and execute an upsell on any workorder that they complete. Perform Service Project quality control inspections and report findings back to Management.
- Attend Pre-Bids for the Estimating Department on an as-needed basis. Attend any Management Meetings as needed. Oversee a Training Program to hold roof system specific training with all Service Field Staff.
- Perform secondary service project safety inspections and report findings back to Management.

Register Contracting — *May 1999–Present*
Roofer / Service Technician

- Started employment as a Service Technician and worked up through the rankings to Account Manager in 2019 to Present.
- Promoted to Account Manager in 2019.

Beacon Sales/Commercial Roof Decks — *July 1993–May 1999*

- Worked as Lead Man in Roofing Division.
- Worked in roofing installer.

EDUCATION

Baldwin High School, Jacksonville, FL — *June 1993*
Diploma

ADDITIONAL SKILLS

- Sheet Metal
- Training in all Roofing Applications
- Lightweight Insulation

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.40

Scope of Services Proposed Including Disaster Recovery

SUBMITTAL

(Tab Sheet)

Section 5.40 Scope of Services Proposed Including Disaster Recovery:

The committee evaluation will include both the proposer's overall scope of services proposed to the extent of the functionality and prior experience implementing and managing a multi-location large Delivery Order / Annual Services contract and on the extent, scope and degree of your proposed disaster recovery services. The committee will assign up to 5 points based on the breadth of scope of services proposed meeting or exceeding the RFP specifications, prior experience including project management, for an annual indefinite quantity DOC contract and commitment to provide defined services. (0 – 5 points)

5.401 What is your proposed scope of services? How in detail would your company propose the College transition into a contract with your company, if awarded? Include a proposed detailed timeline that includes major milestones (i.e. sign contract, dedicate a superintendent to FSCJ, etc.) utilizing the assumptions in the Solicitation Document Section 8.00 titled "Schedule".

The proposed scope is to regularly maintain or replace the existing roofs covered in this contract. In addition, our firm will provide asset management planning to assist the College in budget planning.

Timeline

- 1/10 Letter of intent issued.
- 1/17-21 Schedule and perform in-person introductions to all campus facility managers. Introduce Register Roofing account managers
- 1/24-2/4 Perform roof assessments and provide price proposals as needed
- 2/9 Contract executed (or sooner if College permits). Begin scheduling work upon receipt of purchase orders.

5.402 Describe the firm's understanding of the scope of services and its approach to successful completion of the work covered by this proposal. Include a description of any specialized skills, special considerations, possible difficulties and proposed solutions, knowledge, tools and/or experience which would be utilized on the contract.

Through our company's roofing experience of 40 years, we have encountered and resolved any difficult situations or roofing issues that could present itself. Our experienced service technicians are trained to identify immediate repair needs as well as preventative maintenance repair needs. We have dedicated personnel that only evaluate roofs and develop of repair or replacement scope.

Our firm provides turnkey roofing services in that we can self perform and manage every type of roof system. Our main focus for this contract are meeting the college's expectations and doing so in a safe manner. Our superintendents staffed on each job site have at a minimum OSHA 30 certifications. All of our employees are fully-trained in fall protection and OSHA 10 certifications.

Our firm has incident response plans, to react and handle any scenario of any severity.

5.403 Describe below your proposed scope of services including how the firm will provide adequate supervision and staffing to respond in a timely manner to estimate, plan, manage and perform the Delivery Order Contract work anticipated if awarded this contract.

Upon receipt of a work order our team will contact the appropriate FSCJ personnel to determine the severity of the issue. If deemed an emergency our technician will respond immediately to inspect and resolve the issue. An estimator will meet with the client to full understand the client's needs, develop a scope of work, provide pricing and work schedule. Once awarded, the project will be assigned to a Register Roofing project manager to develop work plans, perform a precon meeting, and complete the work.

5.404 Describe below in detail your company's proposed Disaster Recovery Proposal (DRP) services to provide the College immediate access to disaster recovery services. (Including defining if services would be available on a 7-day 24-hour basis, defining how many hours after a disaster your company would commit to having licensed staff on campus beginning to provide DRP services and your firms ability to contract with out-of-state subcontractors to complete the disaster recovery if local NE Florida subcontractors are unable to perform such as an event of a hurricane hitting Jacksonville, etc.)

A college disaster- Register Roofing will respond immediately. We will dispatch a service technician within 4 hours to assess the severity of the situation and respond accordingly. We have staff on-call 24/7/365.

A local area disaster (i.e.: natural disaster such as a hurricane)- In addition to our crews we are members of the Florida Roofing and Sheet Metal Association (FRSA) which has established Disaster Relief Committee that was developed by FRSA specifically so unaffected members would assist the affected members through the pooling of labor. The 800 members of FRSA will respond to the needs of the members and have pre-committed to do so.

Mr. Register is a past President of FRSA, and has chaired and continues to serve on the Disaster Relief Committee.

National Roofing Partners (NRP) - NRP is a group of established roofing companies throughout the United States. In the State of Florida there are seven NRP member companies. NRP has the same commitment to its members as FRSA in the area of disaster relief.

Register Roofing can pool resources from each of these associations in response to local area disasters.

5.405 ALTERNATE FUNDING SOURCE REQUIREMENTS: Whenever applicable such as an event of a hurricane hitting Jacksonville, etc., the Contractor will adhere to all applicable Federal, State, and local ordinances, to include, but not limited to:

Federal Civil Rights Act of 1964
Immigration Reform and Control Act of 1986
State of Florida Workers' Compensation Act
Davis-Bacon Act
Occupational Health and Safety Act
Environmental Protection Agency Laws
Florida Environmental Protection Division Regulations
Florida Department of Transportation Regulations
Copeland Anti-Kick Back Act
FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002

Agreed? Yes X No _____

(If yes, please submit Section 5.40, Attachment A, Signed and dated.
(If no, please provide certification statement on company letterhead stating such.)

Appendix II to Code of Federal Regulations (C.F.R. Part 200)—

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Our company Register Roofing & Sheet Metal, Inc. attests that it is in full compliance with all of the cited United States federal contractual requirement attestations.

Authorized Signature	President Signer's Title	12/6/2021 Date

Lincoln Register
Print Name

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.50

Proximity and Response Plan

SUBMITTAL

(Tab Sheet)

Section 5.50 Proximity and Response Plan:

The evaluation committee will include evaluation of proposer's repair/service address and response time. The committee will assign up to a total of 5 points of which up to 2.5 points are based on the proximity (0-2.5 points) and up to 2.5 point are based on Response Plan (0-2.5 points). (Combined 0 – 5 points)

- **Based on your response to Section #5.501, the following proximity evaluation points will be assigned as follows:**
  - **0-50 Miles 2.50 points**
  - **51-100 Miles 1.25 points**
  - **101+ Miles 0 points**

5.501 Local Service Address: Define below the # of miles of **your most local current service address to the College at 501 W. State St., Jacksonville, FL 32202. If more than one location, list the one closest to 501 West State Street Jacksonville, Fl. 32202.**

# of miles 10.9 Provide with your proposal evidence of distance by attaching a copy of driving directions from point to point with your submittal.

Upon the Evaluation Committee discretion, the Evaluation Committee may deduct one (1) point from the Proximity allowable points if evidence of distance is not provided.

5.502 Response Time: Define in the below chart your firm's Delivery Order Response Plan:

a) The project management team will organize a series of activities for their proposal response plan. This response plan is organized by delivery order classification: normal, urgent, or emergency.

PROJECT ACTIVITIES	ROUTINE/NORMAL * RESPONSE STATUS	FAST TRACK / URGENT * RESPONSE STATUS	** EMERGENCY RESPONSE STATUS
Project Scope Visit	2 days	1 day	2 hours
Design/Estimate	2 days	1 day	same day
Schedule	Within 1 week	Within 48 hours	Immediately
Project Negotiations	Upon FSCJ approval of the work order	Upon FSCJ approval of the work order	Upon FSCJ approval of the work order
Notice to Proceed with Construction to include the 7-day bond processing period	2-4 weeks from award of purchase order issuance	2 days after award of purchase order	Upon recipt of purchase order

(Note: * Response Status is defined as a time line of the amount of time in terms of working days beginning at the time of the notification of the delivery order.

**In situations where safety, health, and property are at risk, the College will request an emergency response status in the amount of hours to have your staff arrive on campus from notification of emergency.

5.503 Does your firm have 24/7 Emergency call availability? **Yes** X **No**_____

If yes, provide an explanation below.

During work hours all emergency calls are handled expediently by the Service Manager. After hours, phone calls are routed to the Service Manager on a 24/7 basis who then dispatches a technician to resolve the situation.

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.60

Projected Work Loads, Willingness to Meet Time & Budget Requirements

SUBMITTAL

(Tab Sheet)

Section 5.60 Projected Work Loads, Willingness to Meet Time & Budget Requirements:

The committee evaluation will include the proposers' current and projected workloads as the extent of experience in adequate demonstrating the ability to complete this project along with their current backlog of projects. The committee evaluation will also include the applicants' current and past projects as the extent of experience in providing a willingness and demonstration of meeting time restraints and budget requirements. The committee will assign up to 5 points based on the capacity to manage current workload/backlog on projects currently working on and anticipated projects, and commitment to meet a clients' time and budget restraints defined services at FSCJ. (0 – 5 points)

5.601 How in detail identifying current workload/backlog and anticipated projects, utilizing the assumptions in Section 8.00 "Schedule", would affect your firm in being able to accomplish the defined scope of work herein.

Current workload is average as compared to our history. Our firm performs ~$22M annually in local roofing services, so there is no concern with an ability to perform the required work load of this contract. In fact, we would have no concern if the contract was to double or triple in magnitude.

Our firm will dedicated (1) or (2) crews to full-time management of this account. These crews will address any critical needs the client has, while having supplemental access to (6) additional service crews and (5) production crews.

5.602 History in Project Performance in Cost and Scheduling - Applicants shall list below 3-5 related of your providing Delivery Order/Job Order services as defined in this RFP you have managed within the least three (3) years. (Preferably Florida public governmental/institutional/K-20 educational clients.)

Project	Contract Amount *		Completion Date		Client's Name
	Original	Final	Planned	Actual	
Blue Origin Integration Facility	$1,848,035	$1,950,261	May 2019	Oct 2020	Turner
JEA	$6,000,000	$2,800,000	2016	Present	JEA
University of Florida HWLEE Engineering Complex	$716,400	$825,468	March 2019	Nov 2020	Whiting Turner
NAS JAX Repair Contract	No Limit	$2,252,000	Jan 2015	Present	MST

* *The Original/Final Contract Amount is the Total Dollar Amount in which your firm was contracted to perform the scope of work for the listed project.*

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.70

Volume of Work Previously Awarded by the College

SUBMITTAL

(Tab Sheet)

Section 5.70 Volume of Work Previously Awarded by the College:

The evaluation committee will include evaluation of the Delivery Order Contracting Services work performed for the College within the last 5-years. The committee will assign up to 5 points as defined below. (0 - 5 points)

A. This information is requested per **§ 287.055 (4) (b).**

B. Provide a listing of Roof Repair & Replacement Contracting services work previously awarded to your firm directly by Florida State College at Jacksonville **in the past 5 years.**

C. Include all fees earned/received for Roof Repair & Replacement Contracting Services in the past 5 years.

D. Only your company's construction contracting services fees received for FSCJ projects need to be included in the Volume of Work Chart. You may deduct amounts paid directly by FSCJ for "Tax Saving Material" purchases to suppliers.

E. In accordance with the FS 287.055, FSCJ shall consider the volume of work previously awarded to each firm "with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firm".

F. The total dollar value of the work performed for FSCJ in the past will be evaluated by using a mathematical calculation, related to the dollar value earned by other Applicants, to determine the appropriate score.
   a) Applicants who have not yet performed work for FSCJ will receive "full marks" of 5 points.
   b) Applicants who have performed work for FSCJ will be scored accordingly, and will receive scores lower than 5 points.
   c) The Applicant which performed the most work for FSCJ will receive a score of 0 points.
   d) Sample scoring matrix:

SAMPLE ONLY
Contracting Services
Volume of Work Previously Awarded by FSCJ

	MAX	Awarded	Percentage	Available	Score
Contractor A	1,000,000.00	1,000,000.00	100.00%	5	0.00000
Contractor B	1,000,000.00	387,642.00	38.76%	5	3.06179
Contractor C	1,000,000.00	168,530.46	16.85%	5	4.15735
All Others	1,000,000.00	0.00	0.00%	5	5.00000

5.701 Applicants must state the **TOTAL DOLLAR VALUE of Roof Repair & Replacement Contracting Services EARNED from FSCJ** for all awarded contracts during the past 5 years as defined above for the College:

$ 8,066.70

- If NO WORK has been performed for FSCJ **in the past 5 years**, state "$ 0.00" in space provided.)
- IF WORK HAS BEEN PERFORMED FOR FSCJ **in the past 5 years, state "Total Dollar Value".** *TOTAL DOLLAR VALUE* is defined as *"the total cumulative dollar amount for guaranteed energy performance contracting proposer received from FSCJ during the past 5-years for rendered services. "*

5.702 Applicants must submit a break-down listing of ALL work performed as defined above for the College: (If needed, Attach Separate page within Section 5.70, labeled Section 5.702).

The below chart needs to be completed as follows:

- <u>If No, Roof Repair & Replacement Contracting Services work has been performed for FSCJ **in the past 5 years**, state "**NONE**" in Contract Number Field.)</u>
- <u>IF Roof Repair & Replacement CONTRACTING SERVICES WORK HAS BEEN PERFORMED FOR FSCJ **in the past 5 years, Complete form as follows:**</u>
  - The column titled "Contract Number": List the FSCJ awarded Contract Agreement number (Note: if no contract agreement was executed list the Purchase Order in which the project was completed under.) IF MULITPLE SIMILAR PROJECTS WERE AWARDED UNDER A SINGLE CONTRACT, MAY COMBINE THE TOTAL DOLLAR AMOUNT RECEIVED AND LISTING THE CONTRACT TITLE AND TERM PERIOD.
  - The column titled "Project Name": List the Campus and project (Note: multiple projects for a campus may be consolidated).
  - The column titled "Construction Management Fees Paid for (Only) Roof Repair & Replacement Contractor Services by FSCJ": The project dollar amount paid directly to the Roof Repair & Replacement Contractor for ONLY the Construction Management and Administrative contractor services rendered.
- The column titled "Total Roof Repair & Replacement Contracting Project Cost": Is the TOTAL cost of the project including all materials, bonding, and sub-contractors Paid for by FSCJ directly to your firm.
  - The column titled "Date of Project Completion": The date in which the final project was accepted by FSCJ. If project listed is still an active project, the date needs to be identified as the anticipated completion date.

Contract Number	Project Name	Construction Fees Paid for (Only) CM Services by FSCJ	Total Construction Contracting Project Cost	Date of Project Completion
3486	Nassau Campus Repairs	$	$ 5,928.78	1/5/2017
6569	Nassau Campus Repairs	$	$ 2,137.92	8/16/2018
		$	$	
		$	$	
		$	$	
		$	$	

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.80

Company Financial Strength and Bonding Capacity

SUBMITTAL

Submitted By:

Name of firm submitting: Register Roofing & Sheet Metal, Inc.

Address: 4632 Sub Chaser Ct Jacksonville, FL 32244

Phone No. (904) 215-8533

Fax No. (904) 213-7833

Federal I.D. # 54 - 2069021

(Financial statements are not required NOR desired.)

Please note: Financial information is considered confidential information and therefore is protected from Public Disclosure by Florida Statute 119.07.

(Tab Sheet)

Section 5.80 Company Financial Strength and Bonding Capacity:

The committee evaluation will include evidence provided of your company's financial strength. The Committee will assign up to five (5) points based on the degree of proposers' financial strength. (0 – 5 points)

5.801 Your company agrees to provide FSCJ, if awarded this contract #2022C-06, a certificate of insurance in accordance with Special Condition 8.01 naming the College as "Additionally Insured".

Agreed? Yes X **No** _____

5.802 Have you attached evidence your current Insurance for Contractor's (Workman's Compensation, Public Liability, Property Damage, and General Liability) with the limits as defined in Special Conditions 8.01?

Yes X **No** _____

5.803 What are your company's national annual gross sales in Roof Repair & Replacement services?

$20,916,507.00

5.804 **Financial Resources:** Contractor shall provide a completed **Financial Attestation Form (Section 5.80, Attachment A)** with their submittal reflecting financial stability for the past twelve (12) months. **The Financial Attestation Form shall be submitted, signed by BOTH the Contractor and your firms' CPA* that is attesting to the accuracy of the information provided from your firm's most recent annual financial statement information. (Financial statements are not required NOR desired.) Information provided will be utilized to calculate the maximum dollar value per project and the maximum dollar value under contract at any one time as follows:**

- Maximum dollar value per project is defined in SREF Chapter 4, Section 4.1(3) as the maximum value of each project can be up to twice the value of the largest project previously completed, but shall not exceed the contractor's single bonding capacity or ten (10) times the net quick assets dollar amount. **(NOTE: Whichever is the SMALLEST value)**
- Maximum dollar value under contract at any one time is defined in SREF Chapter 4, Section 4.1(2) as the total dollar value of work the contractor will be permitted to have under contract at any one time as determined by the contractor's aggregate bonding capacity or ten (10) times the net quick assets dollar amount. **(NOTE: Whichever is the SMALLEST value)**

Attached? Yes X **No** _____ (if no, describe below).

(* The CPA OR Accountant that is attesting to the accuracy of the information provided from your company's most recent annual financial statement)

5.805 **Bonding:** Contractor shall attach a completed **Surety Bonding Attestation Form (Section 5.80, Attachment B)** documenting your current performance bonding capacity. This form shall be **completed and signed by BOTH the Surety and Contractor.** The written verification must be signed and sealed by a licensed surety company rated "A-" or better in the current A.M. Best Guide and qualified to do business within the State of Florida on the attached Surety Attestation Statement Form.

Attached? Yes X **No**_____ (If no, provide an explanation below)

5.806 **Satisfactory Resolution of Claims:** Has your firm ever been debarred or suspended by any federal, state, or local agency?

Yes_____ **No** X

5.807 Include evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the five (5) years preceding the submission of the application. Any claim against a contractor shall be deemed to have been satisfactorily resolved if final judgment is rendered in favor of the contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date the judgment becomes final. Have you included in your submittal required evidence?

Yes_____ **No** X (If yes, provide an explanation below or submit on separate page if necessary, within Section 5.80, labeled Section 5.807).

5.808 List below or attach a listing of all pending litigation and all litigation within the past five (5) years, including an explanation of litigation initiated by contractor to protect its legal rights. This shall not be evaluated as a basis for responsiveness. Attach Separate page if necessary Section 5.80, labeled Section 5.808).

NONE

Financial Attestation Form

This form shall be signed by BOTH the Contractor and CPA or Accountant that prepared/reviewed/validating your company's most recent annual financial statement and be submitted.

- Proposer Name: Register Roofing & Sheet Metal, Inc.
- Name of CPA* OR Accountant that completed the review of your company's most recent annual financial statement: Ennis Pellum & Associates, CPAs
  - This with all the following Section requirements completed fully by your CPA/Accountant* that prepared/reviewed/attests your company's most recent annual financial statement.
    - After review of the Contractor's most recent audited financial/statement as their CPA/Accountant* we have defined below their:

2a. Year of most recent annual financial statement information is being derived from: 2020

2b. The Contractor's working capital ratio during that year was? 2.87

2c. The Contractor's return on assets during that year was? 18.72 %

2d. The Contractor reported a net after tax profit during that year? Yes X No ____

2e. The Contractor's net quick assets during that year were? $ 6,342,716

2f. The Contractor's quick assets ratio? 2.68

2g. The Contractor's current quick assets? 10,118,796

2h. The Contractor's current liabilities? 3,776,080

"CPA OR Accountant"*	"Contractor"
Signature: [signature]	Signature: [signature]
Name: KEVIN T ALGEE	Name: Hunter M. Goertz, CPA
Title: SHAREHOLDER, DIRECTOR OF AUDIT	Title: CFO

(* The CPA OR Accountant that completed a review of your company's most recent annual financial statement)

Please note: Financial information is considered confidential information and therefore is protected from Public Disclosure by Florida Statute 119.07.

(Financial statements are not required NOR desired.)

Surety Bonding Attestation Form

This form shall be completed and signed by BOTH the Surety AND Contractor and be submitted

- Proposer Name: Register Roofing & Sheet Metal, Inc.
- Surety Name: Philadelphia Indemnity Insurance Company
- Name of Surety Underwriter: Cody Fore
- Current AM Best Rating of Underwriter: A++ XV
- Contractor(s) Name: Register Roofing & Sheet Metal, Inc.
- **Definition of Construction Contractor's Current Performance Bonding Capacity with this Surety:**

  $ 25,000,000 /Single and $ 50,000,000 /Aggregate

- Amount of the largest project COMPLETED as the Prime Contractor in the past FIVE YEARS

  $ 3,839,360.00

- Is the Surety/Underwriter Currently Licensed to do Business in the State of Florida?

  Yes X No ____

"Surety"	"Contractor"
Signature:	Signature:
Name: Benjamin H. French	Name: Lincoln Register
Title: Attorney-in-Fact & FL Resident Agent	Title: President

Response to Section 5.90

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Register Roofing & Sheet Metal, Inc., 4632 Sub Chaser Court, Jacksonville, FL 32244
as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950
a corporation duly organized under the laws of the State of PA as Surety, hereinafter called the Surety, are held and firmly bound unto

Florida State College at Jacksonville, 501 West State Street, Jacksonville, FL 32202
as Obligee, hereinafter called the Obligee, in the sum of **Ten Thousand Dollars and 00/100**

Dollars ($)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
FSCJ RFP 2022C-06, Roof Repair & Replacement Delivery Order/Job Order Contracting Services, FSCJ Campuses, Jacksonville, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of December, 2021.

(Witness)

(Witness)

Register Roofing & Sheet Metal, Inc.
(Principal) (Seal)

LINCOLN REGISTER, PRESIDENT

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

Benjamin H. French, Attorney-in-Fact
& Florida Licensed Resident Agent

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Register Roofing & Sheet Metal, Inc., 4632 Sub Chaser Court, Jacksonville, FL 32244
as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950
a corporation duly organized under the laws of the State of PA as Surety, hereinafter called the Surety, are held and firmly bound unto

Florida State College at Jacksonville, 501 West State Street, Jacksonville, FL 32202
as Obligee, hereinafter called the Obligee, in the sum of **Ten Thousand Dollars and 00/100**

Dollars ($)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
FSCJ RFP 2022C-06, Roof Repair & Replacement Delivery Order/Job Order Contracting Services, FSCJ Campuses, Jacksonville, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **6th** day of **December, 2021**.

(Witness)

(Witness)

Register Roofing & Sheet Metal, Inc.
(Principal) (Seal)

LINCOLN REGISTER, PRESIDENT

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

Benjamin H. French, Attorney-in-Fact
& Florida Licensed Resident Agent

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint L. Dale Waldorff, Benjamin H. French, Paul A. Locascio, Rebekah F. Sharp, K. Wayne Walker, Trava Ridlon of M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of December, 2021

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ROOF REPAIR & REPLACEMENT DELIVERY ORDER/JOB ORDER CONTRACTING SERVICES

RFP 2022C-06

SECTION 5.90

Total Cost/Value

SUBMITTAL

Have you included with your proposal Section 5.90 the $10,000 bid bond in Section 5.90?

Have you Uploaded as a Separate File, Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form with ALL YELLOW HIGHLIGHTED FEILDS COMPLETED?

(Tab Sheet)

Section 5.90 Total Cost/Value:

The committee will assign up to a total of 50 points for a total cost/value of which up to 25 points are based on the Lot #1: Local R.S. Means Formula Co-Efficient Pricing and up to 25 points are based on the Lot #2: Discounted Labor Rates and Material Costs. The committee will evaluate the price quotations proposed and calculate an analytical total cost assigning up to 25 points for Lot #1 AND up to 25 points for Lot #2 to that proposal with the overall analytical lowest cost and calculate the scores of the other proposals on a percentage basis. (Combined 0 – 50 points)

5.901 (Lot #1: Local R.S. Means Formula Co-Efficient Pricing)

If submitting a "NO RFP" for LOT I: ☐ No RFP

Reason for Submitting "No RFP": _____

Price Proposal Form: Indefinite quantity of projects under a Roof Repair & Replacement Delivery Order/Job Order Contract with a licensed mechanical contractor with formula pricing using a bid co-efficient factor using the most current R.S. Means localized cost database.

For Evaluation purposes, the Delivery Order Contract(s) anticipated to be a percent basis awarded under this RFP will be a unit price contract for larger minor construction/renovation and related services projects by licensed general contractor of College facilities with minimal design requirements and valued at up to $500,000 per project. Unit prices utilized for the purpose of preparing an estimate for a specific project under the resultant Contract, shall be those published in R. S. Means Construction Cost Data, Catalog #60017, latest edition, land/or R. S. Means Repair and Remodeling Cost Data, Catalog #60047, latest edition, localized for the Jacksonville area. Material, labor and equipment costs are included in the R. S. Means unit prices.

Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form with ALL YELLOW HIGHLIGHTED FEILDS MUST BE COMPLETED AND SUBMITTED AS A SEPARATE FILE FOR LOT #1 AWARD CONSIDERATION.

In accordance with FS 255.103, FS 255.20 and SREF Section 4.2(2) projects equal to or greater than $300,000, the FSCJ contracted Architect/Engineer drawings, specifications and construction administration will be provided. With ALL projects awarded on the contract requiring a 100% performance and payment bond in compliance with FS 255.05.

It is the College's intent if issuing multi-award contracts not bid awarded contractors against each other on the same project as defined in FS 287.055 (2)(g).

Proposers are to state multipliers, expressed to the third decimal place, to be applied to the unit prices of work when submitting cost proposals requested under a Project Proposal Request. Separate multipliers are to be provided below for "standard" work hours and "non-standard" work hours.

Proposers are to include, in the appropriate space on the Price Proposal Form, the factor to be applied to the unit prices for standard work hours (6:00 am – 6:00 p.m. Monday through Friday), identified as Factor A, and non-standard work hours (all other hours), identified as Factor B.

The multiplier submitted shall include all costs for work in place, including but not limited to:

- General administrative overhead
- Fringe and benefits
- Profit
- Incidental drawings and other documentation required for permitting, etc.
- Transportation of material to the project site
- Tools and related items
- Indirect costs, (i.e., bond premiums, insurance, waste or excess materials purchases)
- Indirect labor costs, (i.e. company officers and support staff, superintendents, inspectors, projects managers, estimators, administrators, buyers, etc.)
- Employer's share of taxes such as social security and unemployment compensation

Administrative expense to work with the College to issue tax savings direct purchase orders, where the College would retain all savings from purchases of materials/equipment > $5,000. (See Section 9.00, Tax Savings Agreement)

The awarded contractor shall perform any and all functions called on by the contract per the scope specified in individual Proposal Requests against this contract for the unit price sum specified in R. S. Means construction Cost Data, R. S. Means Repair and Remodeling Cost Data, latest edition, Bare Cost (Materials, Labor, and Equipment without any mark ups for material, labor, equipment, subcontractors, or sales tax), multiplied by the City Cost Index Weighted Average Total for the City of Jacksonville, FL, (or a negotiated price developed after submittal of the unit prices) from the applicable R. S. Means Cost data, multiplied by the multiplier entered below.

ITEM **DESCRIPTION**

1. **Factor A** – Standard working hours 6:00 a.m. to 6:00 p.m. (Monday through Friday, excluding national holidays) TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

   Multiplier (projects less than $200,000)
   Multiplier (projects $200,000 - $500,000)*
   *FSCJ requires a 100% performance and payment bond for projects greater than $199,999.99.

2. **Factor B** – Non-standard working hours, other than 6:00 a.m. - 6:00 p.m. Monday through Friday, including national holidays. TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

   Multiplier (projects less than $200,000)
   Multiplier (projects $200,000 - $500,000)*
   *FSCJ requires a 100% performance and payment bond for projects greater than $199,999.99.

3. Factor C - Contractor to get (3) quotes and award to lowest responsive bidder(s) and require provided supervision less than $200,000. TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

(1) On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) involving multiple trades, contractor will charge cost plus percentage.
(2) On a Non Pre-Priced Item(s) (NPI)/Owner Directed Item(s) (ODI) project(s) involving a single trade, contractor will charge cost plus percentage.

Factor C - Contractor to get (3) quotes and award to lowest responsive bidder(s) and require provided supervision greater than or equal to $200,000 with bond.TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

(3) On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) involving multiple trades, contractor will charge cost plus percentage.
(4) On a Non Pre-Priced Item (s) (NPI)/Owner Directed Item(s) (ODI) projects(s) involving a single trade, contractor will charge cost plus percentage.

Factor C - Non-prepriced items (NPI)/Owner directed items (ODI) projects involving one single source/supplier for the entire project and do not require on site superintendents. TO BE SUBMITTED ON Separate Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Price Proposal Form for:

(5) NPI/ODI: Work > $200,000 with bond, Contractor to obtain (3) quotes and priced at low bidder meeting specifications plus percentage.
(6) NPI/ODI: Work < $200,000 without bond, Contractor to obtain (3) quotes and priced at low bidder meeting specifications plus percentage.

NOTES: For purposes of comparison of the multipliers listed above, Factor A for standard work hours will be multiplied by 85% or 0.85, Factor B for non-standard work hours will be multiplied by 10% or 0.10, Factor C 5% or 0.05 totaling 100% overall. (The assumption being that approximately 85% of work will be done during standard work hours and 10% of work will be done during non-standard work hours). The College will analytically compare proposals assuming 85% of the work will be less than $200,000 and 10% will be $200,000 - $500,000 and 5% for miscellaneous delivery orders as required as defined as Factor C. The total of those percentages of the multipliers shall form the basis of comparison of proposers' multipliers.

The multipliers are to remain unchanged throughout the life of the contract, which includes the initial contract term and any renewal options exercised.

The College shall use these multipliers to determine the price of work for each project on individual Project Proposal Requests. The unit prices listed in R. S. Means Publications Bare Cost multiplied by the City Cost Index Weighted Average Total for Jacksonville, Florida are multiplied by the multiplier to arrive at the actual cost for a unit of work. The multiplier shall be represented as "net", "a decreased from" or an "increase to" the prices listed in the Means. An offer to "net" would be represented at "1.0". An example of a decrease from" the prices in the Means would be represented at "0.983". An example of an "increase to" the prices in the Means would be "1.104".

5.902 Provide a sample (maximum not to exceed 3 pages) of your company's' response to a Project Proposal Request to include cover summary page. (Refer to the example Section 5.905, Representative Example of A DOC "Construction" Quotation Using R.S. Means)

NOTE: ALL RS Means proposals MUST include BOTH a separate FSCJ Contracted Co-Efficient Factor AND RS Means "Jacksonville, FL CCI" deductions within the RS Means Proposal Summary page. Example:

2005 FSCJ DOCS IDIQ Std • $200k (.688) (11.2000%)	$[illegible]
RSMeans JACKSONVILLE, FL CCI 2012 85.70%	$315.44

Attached with Section 5.90? Yes X No _____

5.903 How the multiplier will be utilized:

Unit price X number of units = direct cost
Direct cost X multiplier (standard or non-standard) = cost of work
Cost of work X percentage of work performed during the shift* = TOTAL COST OF WORK

* When work will be performed during both standard and non-standard work hours.

Example:

For this example, two electrical services are required, assume the bid multiplier for Factor A is 1.5, factor B is 1.75, 70% of the work will be performed during standard work hours, and 30% of the work will be performed during non-standard work hours.

Means Item A9.10210, electrical Service (new construction)	Cost each
Service installation includes breakers, metering, 20' ½" conduit and wire, 3 phase – 4 wire 120/208 volts, 60 amps	$ 1,045

	$1,045	(unit price)
x	2	(number of units)
=	$2,090	(Direct Cost)
x	1.5	(Factor A)
=	$3,135	(Cost of work – Factor A)
x	70	(70% of work performed during standard hours)
=	$2,194.50	(Cost of work performed during standard work hours)
	$2,090	(Direct cost)
x	1.75	(Factor B)
=	$3,657.50	(Cost of work – Factor B)
x	.30	(30% of work performed during non-standard work hours)
=	$1,097.25	(Cost of work performed during non-standard work hours)
	$2,194.50	(Cost of work performed during standard work hours)
+	$1,097.25	(Cost of work performed during non-standard work hours)
	$3,294.75	(Total lump sum cost of work)

5.904 Lot #1 Total Cost/Value Point Assignment Generation:

The evaluation committee will review responsive proposals submitted written evidence of Lot #1: Local R.S. Means Formula Co-Efficient Pricing and assign up to a maximum of 25 points.

The evaluation committee will calculate an analytical model of each proposer's Section 5.901 prices submitted to determine an overall analytical low bidder meeting specifications.

As noted in the RFP, the multipliers submitted will be used to calculate the analytical model below.

The Committee will use the following analytical assumptions:

Factor A The average of the two multipliers for standard work hours will be multiplied by 85% or 0.85, of the anticipated value of the contract ($12,000,000) for an analytical sum.

Factor B The average of the two multipliers for non-standard work hours will be multiplied by 10% or 0.10, of the value of the contract ($12,000,000) for an analytical sum.

Factor C misc. The average of the six multipliers will be multiplied by 5% or 0.05, of the value of the contract ($12,000,000) for an analytical sum.

The analytical sums of Factors A, B and C will then be added yielding the total analytical sum to be evaluated.

(The assumption being that approximately 85% of work will be done during standard work hours, 10% of work will be done during non-standard work hours and 5% will be done for misc. deliver orders as defined in this RFP.)

The Committee will assign 25 points to the overall low proposer meeting specifications of the analytical model as defined above and calculate the points of the other proposers on a percentage basis.

Construction Proposal

Register Roofing & Sheet Metal, Inc.
4632 Subchaser Court Jacksonville, FL 32244
www.RegisterRoofing.com

Project Name: Sample Roofing Estimate
Property Address: Jacksonville, FL
Client Name: FSCJ
Mailing Address:

Date: Dec. 6, 2021

REGISTER ROOFING & SHEET METAL, INC. proposes to perform the following scope of work:

A. Remove and dispose of the existing built-up roof
B. Furnish and install ¼ inch primed Densdeck, mechanically attached
C. Furnish and install new 60 MIL TPO roof mechanically attached.
D. Furnish and install new aluminum fascia.

The line items and the corresponding identifier numbers have been taken from the 2019 R. S. Means Facilities Cost Data Manual. The proposed project total, including our "normal working hours" coefficient of .9 and the city cost index of .834, is $24,281.91. There are (0) non pre-priced items in this proposal.

Therefore the total proposal cost is $24,281.91.

We request 10 days to complete this work.

Gary Register – Founder and Vice- President

Gary@RegisterRoofing.com | O. 904-215-8533

Construction Proposal

Register Roofing & Sheet Metal, Inc.
4632 Subchaser Court Jacksonville, FL 32244
www.RegisterRoofing.com

Project Name: Sample Final Estimate **Date:** Dec. 6, 2021
Property Address: Jacksonville, FL
Client Name: FSCJ
Mailing Address:

REGISTER ROOFING & SHEET METAL, INC. proposes to perform the following scope of work:

Scope of Work

A. Remove and dispose of the existing 4 ply Built up roof
B. Mechanically attach a ¼ inch gypsum coverboard
C. Furnish and install 60 MIL TPO roofing, mechanically attached.
D. Furnish and install aluminum fascia

Division Summary

• 01	General Requirements	$16,568.74
• 02	Existing Conditions	$ 2,264.86
• 07	Thermal and Moisture Protection	$24,265.76
	Bare Total	$43,099.36

Priced Line Items:		$43,099.36
Register Roofing Multiplier < $200K	.90	$38,789.42
RS Means CCI Jacksonville 2019	.834	$32,350.38

Gary Register – Founder and Vice- President
Gary@RegisterRoofing.com | O. 904-215-8533

Construction Proposal

Register Roofing & Sheet Metal, Inc.
4632 Subchaser Court Jacksonville, FL 32244
www.RegisterRoofing.com

Project Name: RS Means Final Estimate
Date: Dec. 6, 2021
Property Address: Jacksonville, FL
Client Name: FSCJ
Mailing Address:

REGISTER ROOFING & SHEET METAL, INC. proposes to perform the following scope of work:

Line Number	Description	Quantity Unit	Total Incl O & P	Ext. Total
Division 01 General Requirements				
• 013113.20 0240	Superintendent	1 week	$3,225.00	$3,225.00
• 013113.20 0020	Administrative clerk	1 week	$1,775.00	$1,775.00
• 015416.50 0100	Forklift crew	1 week	$5,650.00	$5,560.00
• 015423.80 5410	Fall protection	90 each	$ 15.60	$1,408.50
• 015436.50 1200	Mobilization & Demobilization	2 each	$ 189.00	$ 378.00
Division 01 General Requirements Subtotal				**$12,436.50**
Division 02 Existing Conditions				
• 024119.19 0840	Selective demolition Dumpster 40 YD	2 Each	$ 850.00	$1,700.00
Division 02 Existing Conditions Subtotal				**$1,700.00**
Division 07 Thermal and Moisture Protection				
• 070505.10 3470	Selective demolition Built up roofing 4 ply	33 Sq	$119.00	$3,927.00
• 070505.10 2270	Selective demolition Gravel stop	304 LF	$ .52	$ 158.08
• 072216.10 0800	Gypsum coverboard primed fiberglass face ¼" thick	3300 SF	$ .96	$3,168.00
• 072216.10 3000	Roof deck insulation fastening Alternatives, coated screws 2"	2000 each	$ .23	$ 460.00
• 072216.10 3075	Roof deck insulation, 3" Galvanized deck plates	2000 each	$ .18	$ 360.00
• 075423.10 0220	TPO roofing 60 mil Mechanically attached	33 squares	$188.00	$6,204.00
• 077119.30 0100	Fascia, aluminum	304 SF	$ 12.95	$3,936.80
Division 07 Thermal and Moisture Protection Subtotal				**$18,213.88**
Grand Total				**$32,350.38**

CCC1331028 Certified Roofing Contractor

CGC006294 Certified General Contractor

Construction Proposal

Register Roofing & Sheet Metal, Inc.
4632 Subchaser Court Jacksonville, FL 32244
www.RegisterRoofing.com

Project Name: Sample Final Estimate
Date: Dec. 6, 2021
Property Address: Jacksonville, FL
Client Name: FSCJ
Mailing Address:

REGISTER ROOFING & SHEET METAL, INC. proposes to perform the following scope of work:

Scope of Work

A. Remove and dispose of the existing 4 ply Built up roof
B. Mechanically attach a ¼ inch gypsum coverboard
C. Furnish and install 60 MIL TPO roofing, mechanically attached.
D. Furnish and install aluminum fascia

Schedule

- Work anticipated at (10) working days

Division Pricing Summary

• 01	General Requirements	$12,436.50
• 02	Existing Conditions	$ 1,700.00
• 07	Thermal and Moisture Protection	$18,213.00
• RS Means Price Total:		$32,350.00

Register Roofing Multiplier < $200K	x .90
RS Means CCI Jacksonville 2019	x .834
Final Adjusted Price Total:	**$24,281.91**

Gary Register – Founder and Vice- President

Gary@RegisterRoofing.com | O. 904-215-8533

5.906 Total Cost/Value (Lot #2: Discounted Labor Rates and Material Costs)

The committee will evaluate Lot #2 Discounted Labor Rates and Material Costs proposed and calculate an analytical total cost assigning the maximum points for the Lot #2 Sub-category to that proposal with the overall analytical lowest cost and calculate the scores of the other proposals on a percentage basis. (0 - 25 Points) Cost and percentages need to be entered into the GetAll submission web-link for accurate accountability.

Sub-category point break-down as follows:

- **Normal Working Hourly Rates (0 - 10 points) See 5.906.2a below**
- **Emergency Charges/Hourly Rates (0 - 5 points) See 5.906.2b below**
- **Materials Cost Percentage Proposal (0 - 5 points) See 5.906.2c below**
- **Sub-Contractors Cost (0 - 5 points) See 5.906.2d below**

NOTE: Subsequent contract(s) of **Lot #2 to this RFP can be utilized** for any project in which Federal Funding OR FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002 requirements would be applicable.

For projects up to $25,000 contractor may utilize the Lot #2 Material and Labor Discounted pricing OR Lot #1 formula pricing using a bid co-efficient factor using the most current R.S. Means localized cost database, whichever is the lowest total cost.

5.906.1 If submitting a "NO RFP" for LOT #2: ☐ No RFP

Reason for Submitting "No RFP": _____

5.906.2 Lot #2 Price Proposal Form: Indefinite quantity contract with licensed contractor(s) using discounted labor bid rates $/hours/discipline and percent mark-up over cost for equipment and supplies, as defined herein.

Proposers Company Name: Register Roofing & Sheet Metal, Inc.

Signature _____ Print Name: Lincoln Register, President

If submitting a Lot #2 Proposal, this form must be completed in its entirety.

- If you leave any blanks, you will be considered non-responsive.
- Make sure you include prices for all disciplines for all hourly rates requested.
- Make sure you do not subtract or add anything to the hourly rates quoted.
- Material Cost to be used on this contract is calculated as cost plus percent (%) basis. (0% mark-up preferred).

5.906.2a **Normal Working Hours (6:00 a.m. to 5:00 p.m.): Monday – Friday**

Project Manager $ 85.00 per man-hour *

Superintendent $ 85.00 per man-hour *

Journeymen $ 85.00 per man-hour *

Helper $ 45.00 per man-hour *

(* Hour begins when staff arrives on campus)

5.906.2b **Emergency Charges: Any Time Emergency Call-In during Hours** (5:01 p.m. to 5:59 a.m.)

Project Manager $ 108.00 per man-hour *

Superintendent $ 120.00 per man-hour *

Journeymen $ 105.00 per man-hour *

Helper $ 60.00 per man-hour *

(* Hour begins when staff arrives on campus)

5.906.2c **Materials Cost Percentage Proposal *:**

	Mark-up	
Mark up % over cost of:	<$25K	> $25K
Equipment/Systems*	45 %	20 %
Repair/Replacement Parts	45 %	20 %

***Note:** FSCJ reserves the right on purchases greater than $5K of equipment to work with the awarded contractor directly purchase the equipment from the equipment manufacturer to save State of Florida sales tax, where FSCJ would retain the sales tax savings using Material Supplies and Equipment Owners Sales Tax Exemption (Section 9.00).

The College reserves the right to request contractor (using co-efficient/unit prices defined herein) to develop extended warranty programs.

5.906.2d **Sub-Contractors Cost:**

Define below the cost markup percentage for future projects that require your use of sub-contractors for work under contract 2022C-06 unique so that your firm cannot self-perform on a cost plus percent (%) basis: (0% mark-up preferred)

	Mark-up	
Mark up % over cost of:	<$25K	> $25K
Subcontractor Services	30 %	20 %

5.906.3 **Provide a sample (maximum not to exceed 1 page) of your company's' response to a Project Proposal Request using T & M With Sub-contractor.** (Refer to the example: Sample Lot #2 Quotation Format of Time & Material)

Attached? Yes X **No** _____

Construction Proposal

Register Roofing & Sheet Metal, Inc.
4632 Subchaser Court Jacksonville, FL 32244
www.RegisterRoofing.com

Project Name: Sample Final Estimate
Date: Dec. 6, 2021
Property Address: Jacksonville, FL
Client Name: FSCJ
Mailing Address:

REGISTER ROOFING & SHEET METAL, INC. proposes to perform the following scope of work:

Scope of Work

A. Repair roof leak with new PMMA roof coating

Schedule

- Work anticipated at (1) working days

Pricing Summary

1)	Labor – Standard Working Hours			
	a. Journeyman	8 hours @ $85.00/HR	=	$ 680.00
	b. Helper	8 hours @ $45.00/HR	=	$ 360.00
	c. Labor Total		=	$1,040.00
2)	Material – Repair Parts under $25K			
	a. 1 bucket coating		=	$200.00
	b. Markup @ 45%		=	$ 90.00
	c. Material Total		=	$290.00
	Price Total		=	**$1,620.00**

Gary Register – Founder and Vice- President

Gary@RegisterRoofing.com | O. 904-215-8533

2022C-06 Roof Repair & Replacement Delivery Order/Job Order Contracting Services

Section 5.901 Total Cost/Value: Lot #1: Local R.S. Means Formula Co-Efficient Pricing

PRICE PROPOSAL FORM

If submitting a "NO RFP" for LOT I: No RFP (Check Box) ☐

Reason for Submitting "No RFP":

Price Proposal Form: Indefinite quantity of projects under a Roof Repair & Replacement Delivery Order/Job Order Contract with a licensed mechanical contractor with formula pricing using a bid co-efficient factor using the most current R.S. Means localized cost database. RFP Point Rating (0 -25 Points) with Maximum Point Value assigned to the Lowest Total Cost Value (Factors A + B + C)

Proposers Company Name:

Register Roofing and Sheet Metal Co., Inc

Signature:

Print Name: Lincoln Register

For Evaluation purposes, the Delivery Order Contract(s) anticipated to be a percent basis awarded under this RFP will be a unit price contract for larger minor construction/renovation and related services projects by licensed general contractor of College facilities with minimal design requirements and valued at up to $500,000 per project. Unit prices utilized for the purpose of preparing an estimate for a specific project under the resultant Contract, shall be those published in R. S. Means Construction Cost Data, Catalog #60017, latest edition, land/or R. S. Means Repair and Remodeling Cost Data, Catalog #60047, latest edition, localized for the Jacksonville area. Material, labor and equipment costs are included in the R. S. Means unit prices. **ALL YELLOW HIGHLIGHTED FEILDS BELOW MUST BE COMPLETED FOR AWARD CONSIDERATION.**

Proposers are to state multipliers, expressed to the third decimal place, to be applied to the unit prices of work when submitting cost proposals requested under a Project Proposal Request. Separate multipliers are to be provided below for "standard" work hours and "non-standard" work hours.

Proposers are to include, in the appropriate space on the Price Proposal Form, the factor to be applied to the unit prices for standard work hours (6:00 am – 6:00 p.m. Monday through Friday), identified as Factor A, and non-standard work hours (all other hours), identified as Factor B.

The awarded contractor shall perform any and all functions called on by the contract per the scope specified in individual Proposal Requests against this contract for the unit price sum specified in R. S. Means construction Cost Data, R. S. Means Repair and Remodeling Cost Data, latest edition, Bare Cost (Materials, Labor, and Equipment without any mark ups for material, labor, equipment, subcontractors, or sales tax), multiplied by the City Cost Index Weighted Average Total for the City of Jacksonville, FL, (or a negotiated price developed after submittal of the unit prices) from the applicable R. S. Means Cost data, multiplied by the multiplier entered below.

Section	Criteria	Co-Efficient
Factor A	Standard Working Hours Multiplier	
	Multiplier (Less than $200,000)	0.900
	Multiplier ($200,000 - $500,000)	0.850
	Multiplier AVERAGE	0.875
	85% of Contract Value ($12,000,000)	$ 10,200,000.00
	Factor A Analytical Sum	$ 8,925,000.00
Factor B	NON-Standard Working Hours Multiplier	
	Multiplier (Less than $200,000)	1.150
	Multiplier ($200,000 - $500,000)	1.050
	Multiplier AVERAGE	1.100
	10% of Contract Value ($12,000,000)	$ 1,200,000.00
	Factor B Analytical Sum	$ 1,320,000.00
Factor C	NON-PrePriced Item(s) (NPI)/Owner Direct Item(s) (ODI)	Cost PLUS Percentage
	Cost PLUS Percentage (Less than $200,000) Multi-Trades	30.0%
	Cost PLUS Percentage (Less than $200,000) Single Trade	30.0%
	Cost PLUS Percentage (≥ $200,000 with bond) Multi-Trades	23.0%
	Cost PLUS Percentage (≥ $200,000 with bond) Single Trade	23.0%
	Cost PLUS Percentage (NPI/ODI: Work > $200,000 with bond)	20.0%
	Cost PLUS Percentage (NPI/ODI: Work < $200,000 without bond)	20.0%
	Multiplier AVERAGE	24.3%
	5% of Contract Value ($12,000,000)	$ 600,000.00
	Factor C Analytical Sum	$ 146,000.00
5.901	Total Cost Value (Factors A + B + C)	$ 10,391,000.00

FSCJ Florida State College at Jacksonville

Agreement RFP #2022C-06R
Between
Florida State College at Jacksonville
and
Register Roofing & Sheet Metal, Inc.

1.0 This Request for Proposal agreement #2022C-06R for Roof Repair & Replacement Delivery Order/Job Order Contracting Services hereinafter referred to as "Agreement", is made this 9th day of February (month), 2022, by and between Florida State College at Jacksonville with its principle address at 501 West State Street, Jacksonville, FL 32202-4068, a political subdivision of the State of Florida, hereinafter referred to "Owner" and Register Roofing & Sheet Metal, Inc. with its principle address at 4632 Sub Chaser Ct., Jacksonville, Florida 32244, a private for profit corporation, (Federal ID# 54-2069021) hereinafter referred to as "Contractor".

Pursuant to Florida Statute 112.313(7) and OWNER Board Rule # 6Hx 7-2.9 (4) "Personnel Responsibilities Outside Scope of Employment" "No employee (including part time employees, or adjunct employees) shall sell any product or service to the Owner Board except as may be specified in the employee's position responsibilities at the College." Contractor attests no Owner employees are also employees of Contractor.

2.00 WITNESS:

Whereas "OWNER" has five (5) campuses in Duval county; and whereas "OWNER" issued a Request for Proposal number 2022C-06 for Roof Repair & Replacement Delivery Order/Job Order Contracting Services and whereas "CONTRACTOR" submitted a written formal Request for Proposal response proposal #2022C-06 on 12/6/2021, and whereas "OWNER" evaluation committee has reviewed submission(s) received and recommends for this agreement "CONTRACTOR" as a top ranked proposer and now therefore, and in consideration of the mutual covenants, agreements, and conditions herein, and in "OWNER's" Request for Proposal number 2022C-06 attached as "Attachment A" to this agreement and "CONTRACTOR's proposal #2022C-06 which is attached as "Attachment B" to this agreement and incorporated by reference, it is mutually agreed by and between the parties as follows:

3.00 TERM:

Term/ Termination:

- This agreement is for an initial term commencing on or about Febuary 9, 2022 or on the date both parties authorized officers sign this Agreement and will continue for twelve (12) months until January 31, 2023 to timely complete the defined SOW deliverables defined herein and includes a reserved option to be renewed under mutually agreed to rates, terms, conditions and additional SOW.

- This Agreement shall have the option to be extended for up to five (5) additional terms of one (1) year(s) each, or up to a total of 6 years. Extension of this agreement is subject to mutual agreement, continued need, satisfactory performance, same terms and conditions. Continuation of this agreement beyond any fiscal year end (i.e., June 30th) is subject to State of Florida continued adequate appropriation to "OWNER", by the State of Florida Legislature, and District Board of Trustee approval of extension. In the event that the agreement(s), resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new agreement for the identified services as long as the accumulative maximum amount of $12,000,000 has NOT been reached; the College may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the agreement, and with the written

consent of the Contractor(s), extend the agreement(s) for such comparable period of time as may be necessary to permit the College's to re-solicit for the continued supply of the identified services.

4.00 CONTROLS:

This indefinite quantity agreement shall:

- Contractor shall comply with all requirements defined in RFP #2022C-06.
- Where the Contractor does not have the capability or the time to complete the work required under this RFP 'IN HOUSE', sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor(s) contemplating for the use will be included on each project proposal submitted with the proposed sub-contractor licensure authorizing the ability to perform the assigned work. This process is needed so that the College can be assured and in agreement that the Sub-contractor(s) can complete the work to the desired quality and in a timely manner.
- All requested project proposals must be submitted in the format and priced in accordance with RFP #2022C-06, Section 5.901 (Lot #1: Local R.S. Means Formula Co-Efficient Pricing) OR Section 5.906 (Lot #2: Discounted Labor Rates and Material Costs) to include requested time to complete project proposed in Section 5.502 and appropriate supporting proposed cost value breakdown documentation.
- Contractor and Sub-contracted employees shall wear a uniform identifying the firm they represent. The College reserves the right to exclude anyone from entry into College proper for noncompliance with this requirement.
- Each project will have a maximum per funded purchase order (job/project) price <u>not to exceed $500,000 with a maximum capped term period expenditure of $2,000,000.</u>
- All individual projects awarded against this contract which exceeds $200,000 would require a Duval County recorded 100% performance and payment bond issued by a surety licensed to do business in the State of Florida. The bonds along with the appropriate power of attorney shall be delivered to the Executive Director, Purchasing no later than 7 calendar days after receipt of notice of award of the project/job.

a. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida without conflict of laws rules. Venue for any dispute arising from this Agreement shall only be in Duval County, Florida.

b. Notwithstanding the foregoing, Owner shall have no obligation to issue orders, if the Contractor is in default or breach under this agreement; the Florida Legislature fails to appropriate or allot necessary funds; or "OWNER" is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of the "OWNER", regardless of whether such causes was reasonably anticipatable; or if Contractor fails, declines, or is unable to perform any of the work described by any Purchase Order or statement of work agreed to by "OWNER" during the term of this agreement.

c. "CONTRACTOR" shall provide a continuous on-site work force during regular working hours, until scheduled project completion. The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the project. For the purpose of this RFP, regular working days are defined as between 6:00 a.m. and 5:00 p.m., Monday through Friday except on College observed holidays unless other arrangements are approved by the College in advance such as during winter or spring break.

d. "CONTRACTOR" shall guarantee all contractor supplied materials and workmanship for all projects assigned for a minimum period of one (1) year from date of delivery and remedy any resulting defects/failures at their own expense within three (3) work days after any malfunctioning equipment has been called to their attention.

e. A minimum of one (1) year warranty is needed on all satisfactory work performed during which time "CONTRACTOR" will repair/replace defective/malfunctioning work completed.

f. "CONTRACTOR" shall maintain all records, quotes, invoices, and associated documentation for a period not less than five years after termination of this agreement and make available to the "OWNER" or its auditors at no cost reasonable access to said quotes, invoices, documents, records, etc.

g. No deliveries are to be made or services provided thereunder until funded purchase orders are issued by the purchasing department. All such orders will cite the basic agreement number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the agreement and instructions contained in the funded purchase orders.

h. The quantities set forth herein are estimates only and are based upon past experience. The college cannot guarantee, therefore, that the entire quantity of any or all items will be ordered during the period of the agreement. Conversely, during the period of the agreement, the college reserves the right, as necessary, to order quantities in excess of the estimated quantities at agreement prices.

5.00 DEFAULT:

Either party may serve written Notice of Default to the defaulting party providing the defaulting party fourteen (14) calendar days to cure the conditions of default and, if still uncorrected after said fourteen (14) days written notice, this agreement may be terminated upon three (3) work days' notice thereof.

5.10 TERMINATION:

In addition to termination provisions based on default defined above, either party shall retain the right to terminate this agreement without cause by providing ninety (90) calendar days written notice.

This agreement includes provisions for either party to terminate this agreement upon serving ninety (90) calendar days written notice without cause where OWNER will be responsible to pay for all professional services rendered prior to receipt of notice of termination.

OWNER further reserves the right to terminate this agreement upon seven (7) calendar days notice if it does not continue to receive adequate appropriations from the State of Florida Legislature.

6.00 SCOPE OF WORK:

<u>The Contractor shall:</u>

a. Provide qualified contractors employees to perform all construction delivery order contracting services as defined in individually issued Purchase Order project assignments.

b. Be an "<u>independent contractor</u>" providing all required equipment, materials, tools, necessary labor, and etc. services for the various types of construction services in the College's buildings, facilities and property for the work to be performed as specified on each issued Purchase Order.

c. Proposer shall sell FSCJ only OEM new and unused parts as required.

d. Maintain all insurance as specified in Special Condition #8.01 and provide and maintain for all terms of the agreement.

e. Maintain all required licensures authorizing work of this scope as listed RFP #2022C-06 Section 5.117.

f. At all times guard from damage or loss of property of the College or of other contractors or sub-contractors and shall replace or repair any loss or damage unless such be caused by the College, other contractors or sub-contractors. The College may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or his agents.

g. Be responsible for the prompt removal of all debris resulting from his delivery.

h. At all times keep the construction area, including storage areas used by the Contractor, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the College. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and as original condition satisfactory to the College.

6.10 PROCEDURE OF HANDLING:

a. Individual College departments will identify scope of work and communicate said desired scope of work to their campus maintenance supervisor and/or their campus Director of Campus Operations (DCO).

b. The DAS will review the desired scope of work and communicate with the College's facilities department about the request form to include defining a project contact person name and phone number.

c. The campus department will contact CONTRACTOR local project manager and provide same a copy of any work request where a quotation/proposal is required. Contractor is to schedule, if possible, a site visit with the end user/DCO and plant superintendent.

d. CONTRACTOR will provide a written proposal estimate using defined fixed cost indices/coefficients defined in this agreement within the timelines defined in Section #8.00 of this agreement. The written proposal shall notate the names of any subcontractors proposed as well as their license numbers, whether they are W/MBE owned as well as provide copies of their licenses.

e. The facilities department will if possible meet with the end user/contact person, campus DAS to review the written proposal submitted, and issue a College building permit (if needed).

f. The end user/DAS will forward to the purchasing construction buyer a copy of the CONTRACTOR written quotation/proposal and all supporting documentation including subcontractor licenses noting the requisition number on it. The online department requisition for a PO will use a type of "CO".

g. In accordance with FS 255.103, for compliance of FS 255.20 and SREF Section 4.2(2) projects equal to or greater than $300,000, the FSCJ contracted Architect/Engineer drawings and specifications must be referenced on any proposal in which scope of work is to be performed. The FSCJ contracted Architect/Engineer name in which provided drawings, specification and construction administration must also notated.

h. Purchasing will issue a separate purchase order for each delivery order, upon receipt from CONTRACTOR of a recorded 100% performance and payment bond for all delivery order PO's equal to or greater than $200,000, which will be provided within 7 business days of request.

i. Purchasing will forward said PO to CONTRACTOR.

j. CONTRACTOR shall await receipt of said OWNER PO before commencing any work.

k. The College Associate Vice President for Facility Management and Construction with the Executive Director for Purchasing shall retain the right to direct CONTRACTOR to commence work that is of an emergency nature/safety to life without a PO, where a PO will follow within 7 business days.

l. Material Supplies and Equipment - Owners Sales Tax Exemption: Contractor shall include in solicitations of subcontractor bids in accordance with RFP 2022C-06 Sectrion 9.00 herein regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. Contractor from time to time would recommend to the College that it purchase raw materials / equipment directly on an OWNER Purchase Order (PO) net of State of Florida sales tax by submitting a tax agreement signed by the subcontractor and completed manual Requisition for tax saving direct purchases (refer to Exhibit "B" of Section 9.00). The College, in turn, would do a deductive change order to Contractor PO equal to the value of the raw materials plus the sales tax saved.

1. In all cases the parties will attempt to identify materials of significant cost that can be purchased without the payment of sales taxes. Significant cost is defined for these purposes as an amount of materials or equipment in excess of $5,000 per Purchase Order. The parties agree to use their best efforts to identify these items prior to the signing of a particular delivery order.

2. If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:
   - Owner shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per Exhibit A and Exhibit B of Section 9.00.

3. In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.

4. If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:
   - Contractor may designate an item as suitable for tax exempt purchase.
   - Upon notice to Owner both parties will determine, by agreement, whether the item shall be purchased by the Owner so as to be tax exempt.
   - Within five (5) business days of notification, the parties shall agree whether the tax exempt purchase shall be initiated.
   - Upon agreement, the parties will initiate a tax exempt purchase in compliance with Florida law, where Owner will be responsible for builders' risk/loss up until the raw materials/equipment is incorporated into the project.
   - When the tax exempt purchase is completed, the amount of money due to contractor shall be reduced by the cost of the item, plus applicable sales tax.
   - If either party determines that the item should not be purchased in a tax exempt manner, then the purchase of the item will be made by the Contractor as contemplated in the delivery order.
   - If Owner delays in making a decision about the tax exempt purchase or delays in the completion of the forms necessary to complete the purchase, then the delay in purchase shall excuse timely performance by Contractor to the extent of the delay.

5. In no case shall Owner pay Contractor the cost of any item, or the tax associated with its purchase, if Owner has directly purchased the item under its tax exempt authority.

7.00 TERMS AND CONDITIONS:

a. "OWNER's" Purchasing Department will forward said PO to "CONTRACTOR" upon receipt from "CONTRACTOR" of all required documents: insurance certificate, licensures, payment and performance bond (when applicable), and signed agreement.

b. "CONTRACTOR" shall await receipt of said "OWNER's" PO before commencing any work. Unfunded annual requirement contract(s) will be awarded to the successful contractor(s). No deliveries are to be made or services provided thereunder each fiscal year until funded purchase orders are issued by the College purchasing department. All such orders will cite the basic contract number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the instructions contained in the funded purchase orders.

c. "CONTRACTOR" shall accept a written Notice of Intent to issue a Purchase Order or other written notification authorizing "CONTRACTOR" to proceed from the Executive Director for Purchasing, or designee, should the project be deemed of an extremely time sensitive or of an emergency nature/safety to life in which awaiting receipt of said "OWNER's" Purchase Order is not feasible before commencing any work.

d. ALTERNATE FUNDING SOURCE REQUIREMENTS: Whenever applicable, the "CONTRACTOR" will adhere to all applicable Federal, State, and local ordinances, to include, but not limited to:

Federal Civil Rights Act of 1964
Immigration Reform and Control Act of 1986
State of Florida Workers' Compensation Act
Davis-Bacon Act
Occupational Health and Safety Act
Environmental Protection Agency Laws
Florida Environmental Protection Division Regulations
Florida Department of Transportation Regulations
Copeland Anti-Kick Back Act
FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002

NOTE: The subsequent contract to the RFP can be utilized for any project in which FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002 requirement would be applicable. Contractor will be notified at the time of proposal request of special funding sources and if additional documentation will be required.

8.00 TIME FRAME/RESPONSE TIME:

a. As defined in "CONTRACTOR" RFP #2022C-06 and "CONTRACTOR's" proposal #2022C-06 the following not to exceed schedule:

b. "CONTRACTOR's" management approach to the response plan procedures offers the optimum combination of key elements in the successful delivery of timely performance through use of experienced qualified personnel, extensive quality control program, adequate resources, material availability, and advanced scheduling. "CONTRACTOR" has developed the management systems, expertise, and human resources necessary to minimize delays due to subcontractor and material availability; meet defined schedules; manage increased work loads; and stay on schedule for multiple task order contacts.

c. "CONTRACTOR" commits to completion of the scope of work within the described number of days as defined in the issuance of a College funded Purchase Order for each project assigned.

d. As defined in CONTRACTOR proposal #2022C-06, Section 5.502 the following not to exceed schedule shall prevail: The project management team will organize a series of activities for their proposal response plan. This response plan is organized by delivery order classification: normal, urgent, or emergency.

Delivery Order Response Plan:

PROJECT ACTIVITIES	*ROUTINE/NORMAL RESPONSE STATUS	*FAST TRACK / URGENT RESPONSE STATUS	**EMERGENCY RESPONSE STATUS
Project Scope Visit	2	1	2
Design/Estimate	2	1	Same Day
Schedule	Within 1-week	Within 48-hours	Immediately
Project Negotiations	Upon FSCJ Approval of work order	Upon FSCJ Approval of work order	Upon FSCJ Approval of work order
Notice to Proceed to include the 7-day bond processing period	2-4 weeks from award of purchase order issuance	2 days after award of purchase order	Upon receipt of purchase order

(**Note:** * Response Status is defined as a time line of the amount of time in terms of working days beginning at the time of the notification of the delivery order.

**In situations where safety, health, and property are at risk, the College will request an emergency response status in the amount of hours to have your staff arrive on campus from notification of emergency.

9.00 COST/RATES:

a. Lot #1 the CONTRACTOR and OWNER shall utilize the latest R.S. Means cost data and the City of Jacksonville cost index weighted average for establishing individual pricing/proposals under this contract. The Lot #1 fixed co-efficients multipliers are to remain unchanged throughout the life of the contract, which includes the initial contract term and any renewal options exercised.

b. CONTRACTOR shall utilize the following Lot #1 fixed co-efficients for all terms of this contract as defined in CONTRACTORS proposal #2022C-06:

HOURS	PROJECTS < $200,000	PROJECTS $200,000 - $500,000
Standard Work Hours 6:00 am – 6:00 pm (M-F) Excluding College holidays	0.900	0.850
Non-Standard Work Hours (other than 6:00 am – 6:00 pm M-F) Excluding College holidays	1.150	1.050

9.10 LOT #1 NON PRE-PRICED ITEMS:

Work for which no line item is available through the indices above shall be priced as follows:

a. First preference shall be to try and "build" the work using line items available in the indices.

b. Contractor to get (3) quotes and award to lowest responsive bidder(s) and require provided supervision less than $200,000:

On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) **involving multiple trades**, contractor will charge cost plus	30.0 %
On a Non Pre-Priced Item (s) (NPI)/Owner Directed Item(s) (ODI) projects (s) **involving a single trade**, contractor will charge cost plus	30.0 %

c. Contractor to get (3) quotes and award to lowest responsive bidder(s) and require provided supervision greater than or equal to $200,000 and < $700,000 with 100% performance and payment bond:

On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) **involving multiple trades**, contractor will charge cost plus	23.0 %
On a Non Pre-Priced Item (s) (NPI)/Owner Directed Item(s) (ODI) projects (s) **involving a single trade**, contractor will charge cost plus	23.0 %

d. Non-pre-priced items (NPI)/Owner directed items (ODI) projects involving one single source/supplier for the entire project and do not require contractor provided supervision.

NPI/ODI: Work > $200,000 with bond, Contractor to obtain (3) quotes and priced at low bidder meeting specifications plus	20.0 %
NPI/ODI: Work < $200,000 without bond, Contractor to obtain (3) quotes and priced at low bidder meeting specifications plus	20.0 %

9.20 TOTAL COST/VALUE (LOT #2: DISCOUNTED LABOR RATES AND MATERIAL COSTS)

a. Normal Working Hours (6:00 a.m. to 5:00 p.m.): Monday – Friday

Project Manager $ 85.00 per man-hour *
Superintendent $ 85.00 per man-hour *
Journeymen $ 85.00 per man-hour *
Helper $ 45.00 per man-hour *
(* Hour begins when staff arrives on campus)

b. Emergency Charges: Any Time Emergency Call-In during Hours (5:01 p.m. to 5:59 a.m.)

Project Manager $ 108.00 per man-hour *
Superintendent $ 120.00 per man-hour *
Journeymen $ 105.00 per man-hour *
Helper $ 60.00 per man-hour *
(* Hour begins when staff arrives on campus)

c. Materials Cost Percentage Proposal *:

	Mark-up	
Mark up % over cost of:	<$25K	> $25K
Equipment/Systems*	45.0 %	20.0 %
Repair/Replacement Parts	45.0 %	20.0 %

***Note:** FSCJ reserves the right on purchases greater than $5K of equipment to work with the awarded contractor directly purchase the equipment from the equipment manufacturer to save State of Florida sales tax, where FSCJ would retain the sales tax savings using Material Supplies and Equipment Owners Sales Tax Exemption (Section 9.00).

The College reserves the right to request contractor (using co-efficients/unit prices defined herein) to develop extended warranty programs.

d. Sub-Contractors Cost:

Define below the cost markup percentage for future projects that require your use of sub-contractors for work under contract 2022C-06 unique so that your firm cannot self-perform on a cost plus percent (%) basis: (0% mark-up preferred)

	Mark-up	
Mark up % over cost of:	<$25K	> $25K
Subcontractor Services	30.0 %	20.0 %

9.30 ESTIMATING SOFTWARE AND INDICES:

CONTRACTOR shall purchase and maintain at its cost the following software for its office (including CONTRACTOR provided training) during all terms of this agreement:

a. R.S. Means Facilities Construction Cost Database (latest most current year edition) (Bare Cost Column)
b. Costworks estimating software.

CONTRACTOR and OWNER shall utilize the latest R.S. Means Construction Cost Data catalogs (6001-7), and/or (#6002-7 Mechanical Cost Data), and/or (#6004-7 Repair and Remodeling Cost Data) and the latest City of Jacksonville cost index weighted average (i.e. 0.857) for establishing individual pricing/proposals under this agreement.

10.00 MEETINGS/AUDITS:

A meeting consisting of management representative from both parties shall meet initially prior to beginning any individual project to discuss the status of work as needed but not less than monthly through the project duration until "Owner" has accepted the project completion, which would include "CONTRACTOR" submitting status report(s). This requirement can be adjusted as the needs of both parties' dictate. This shall not prohibit more frequent meetings as desired. The intent of this agreement is to more expeditiously furnish related services to College customers. To this end, this agreement may be formally modified in writing when mutually agreeable to by both parties.

10.10 DRAWING QUALITY:

In cases where the College does not provide drawings as described in RFP #2022C-06, the Contractor will be responsible to develop and obtain college sign off on minimal design drawings that would be typical of a design development stage (35%) as described by the AIA. The Contractor will ensure that each design meets specifications, appropriate codes, industry standards, government regulations and laws. The typical minimal design drawings will not require the services of a registered architect or engineer. In cases where the College requires design drawings in more detail than the design development stage or if the services of a registered architect or engineer are required, prices for these services will be negotiated using Sections 010-004 and 010-028 of the R.S. Means Facilities Construction Cost.

10.20 CONTRACTORS DISASTER RECOVERY PROPOSAL :

Contractors proposed disaster recovery proposal is as per "CONTRACTOR" proposal Submittal Section #5.40 of RFP 2022C-06.

11.00 MINORITY BUSINESS UTILIZATION:

"CONTRACTOR" shall invite (where known) 25% of all subcontractor/ subconsultant firms on any job to be those that are greater than 51% women or minority owned and State of Florida licensed contractors. The Contractor shall quarterly furnish to the "OWNER'S" purchasing office a listing of all minority (including women owned or small business) subcontractors used. This listing shall include both certified and non-certified minority vendors. Contractor shall include the name of the subcontract firm, their address and define the trade/services (i.e., electric, plumbing, drillers, etc.) provided and the dollar amount of services rendered during the past quarter.

12.00 INVOICING:

As per the RFP, invoices shall be submitted no more frequently than once a month. "OWNER" will remit payment within 20 calendar days after satisfactory completion of defined deliverables and receipt of an accepted invoice. Both parties will agree to an application and certificate process for payment and a modified schedule of values for payment.

Projects equal to or greater than $200,000 will have a Florida State College at Jacksonville assigned Architect/Engineer to provide drawings, specification and construction administration:

- Not less than thirty (30) days after the previous application, the Contractor shall submit to the Architect/Engineer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment.
- If the Contractor has made Application for Payment as above, the Architect/Engineer will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate.

RETAINAGE: Effective October 1, 2020, retainage percentages shall be as stated:

- In accordance with FS 255.078 (1) and FS 218.735 (8) (a), with regard to any contract for construction services, the Owner may withhold from each progress payment made to the contractor an amount not exceeding 5 percent of the payment as retainage.
- In accordance with FS 255.078 (6) and FS 218.735 (8) (e), retainage withholding does not apply to any contract for construction services if the total cost of the construction services purchased as identified in the contract is $199,999.99 or less.
- In accordance with FS 218.735 (8) (e), does not apply to construction services which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The Contractor shall pay each Subcontractor in accordance with Construction Prompt Payment Law (Section 715.12, F.S.), upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payment to the Contractor. The Contractor shall also require each Subcontractor to make similar payment to his Sub-subcontractors.

13.00 LAWS, REGULATIONS AND RULES:

"CONTRACTOR" shall comply with all laws, ordinances, rules and regulations, whether federal, state or local, applicable to the operation of its business including compliance with Federal Affirmative Action/Equal Employment Opportunity regulations. While on campus premises, "CONTRACTOR" shall comply with "OWNER" policies and shall at all times conduct its business safely in accordance with recognized standards in the trade.

Contractor acknowledges and agrees to fully comply with Owners 100% Tobacco Free Use Policy on any Owner Campus or Center grounds.

14.00 INDEMNIFICATION:

Contractor shall indemnify, release, defend and hold harmless OWNER from all claims, liabilities, damages, suits, causes of action or judgments including, but not limited to, OWNER's reasonable costs and attorneys' fees, arising out of the negligent acts Contractor's or its sub-contractors, arising out of or in connection with its obligations under this Agreement.

15.00 INSURANCE:

During all terms-of this Agreement, "CONTRACTOR" shall, at its sole cost and expense, maintain worker's compensation insurance as required by law, and other specified insurance on an occurrence basis in an amount equal to the limits as defined in "OWNER" proposal #2022C-06, Supplementary Conditions Paragraph 7. "Contractor" shall provide a certificate of insurance listing the District Board Of Trustees, 501 West State Street, Jacksonville, Fl 32202, of Florida State College at Jacksonville as additionally insured before services shall commence and confirming that before any cancellation modification or reduction in coverage of such policies, the insurance company shall give thirty (30) days prior written notice to "OWNER" of such proposed cancellation, modification or reduction. Any fees charged by the insurance company for issuing certificates or notification to "OWNER" shall be the responsibility of "Contractor". All such insurance policies is to be placed with an insurer rated A or better by A.M.

The Contractor shall provide Owner and maintain for all terms of this agreement a certificate of insurance listing the Owner District Board of Trustees as an additionally insured for General Liability Insurance.

16.00 OWNER IS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA / LIMITED LIABILITY:

The parties hereto acknowledge and agree OWNER is a political subdivision of the State of Florida. As such, OWNER performance under this agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all federal /state laws/ regulations and District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that OWNER's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the OWNER to be sued; or (iii) a waiver of sovereign immunity of the OWNER beyond the waiver provided in Section 768.28, F. S. As OWNER is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues.

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

"CONTRACTOR" acknowledges that OWNER, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

Proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's

Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed herein.

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

In addition to other contract requirements provided by law, the Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.

b) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville 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 of 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 Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

If a Contractor does not comply with a public records request, the Florida State College at Jacksonville shall enforce the contract provisions in accordance with the contract.

Contractor shall notify the College designated contact each time it receives a public records request for public records Contractor has in its possession.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE OWNER CONTRACT ADMINISTRATOR).

17.00 RELATIONSHIP:

"CONTRACTOR" is an independent contractor acting in its own behalf, and nothing contained in this Agreement shall be construed to make "CONTRACTOR" a partner, employee, agent, joint venturer, dealer or franchisee of "OWNER". This agreement does not call for College personnel and "CONTRACTOR" personnel to work together on any project. If it has subsequently been determined that if this situation may arise, the relationship between the "CONTRACTOR" and College personnel will be clearly defined within the scope of work whereby Contractor shall at all times remain an independent contractor. This relationship shall cause close coordination between the "OWNER" and "CONTRACTOR" and may be subject to change as both sides agree. Under no circumstances shall any College employee work at any time as an employee of "CONTRACTOR".

18.00 GENERAL:

a. Requests and other communications from any of the parties to the other shall be given in writing and shall be considered to have been duly given or served if sent by United States Certified first-class mail, addressed to the respective party at its address set forth below in the "Notices" Section or to such other address as such party may hereafter designated by written notice to the other party.

b. If any provision herein shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ANY PROCEEDINGS RELATING TO OR FOR THE ENFORCEMENT HEREOF SHALL BE BROUGHT IN FEDERAL OR STATE COURTS LOCATED IN DUVAL COUNTY IN THE STATE OF FLORIDA. "CONTRACTOR" CONSENTS AND SUBMITS TO THE JURISDICTION OF SAID COURTS AND AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PUBLICATION BY REGISTERED OR CERTIFIED MAIL, OR IN ANY MANNER PROVIDED UNDER FLORIDA OR APPLICABLE FEDERAL LAW. Any legal action by either of the parties against the other shall be brought within two (2) calendar years of the date the cause of action first arose. In the event a legal proceeding is brought, the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorney's fees and costs.

c. Terms not defined in the body of this Agreement shall have the meaning ascribed to them in the Attachments, Exhibits (if any). This writing is intended by the parties as the final and binding expression of their Agreement, is complete and exclusive of the terms thereof and supersedes all prior negotiations, representations and agreements, and includes "OWNER's" RFP number 2022C-06 and "CONTRACTOR's proposal #2022C-06 by reference.

19.00 ASSIGNMENT AND SUBLETTING:

a. "CONTRACTOR" shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the written consent of "OWNER", such consent not to be unreasonably withheld. Provided, however, "CONTRACTOR" may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of "CONTRACTOR" with or into which "CONTRACTOR" may merge or consolidate or which may succeed to the assets of "CONTRACTOR" or a major portion thereof related to "OWNER" business. No such assignment or sublease shall serve to release "CONTRACTOR" from any of its obligations, duties or responsibilities under this Agreement unless "OWNER" agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, "CONTRACTOR" shall furnish a copy to "OWNER". Any change of ownership involving 25% or more of the outstanding voting share of "CONTRACTOR" shall be considered a transfer of this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of "CONTRACTOR" and "OWNER" and their respective successors and permitted assigns. This Agreement may not be directly or indirectly assigned, transferred, delegated, subcontracted or sublicensed, in whole or in part by "CONTRACTOR", without the prior written consent of "OWNER". In the event "CONTRACTOR" is a partnership, corporation, limited liability company or other entity, the transfer in one transaction, or a series of transactions, of fifty percent (50%) or more of the aggregate equity or voting control of sub-licensee shall constitute an assignment of this Agreement.

c. In submitting a proposal to "OWNER", "CONTRACTOR" offers and agrees that if the proposal is accepted, the "CONTRACTOR" will convey, sell, assign, or transfer to "OWNER" all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for pricing fixing relating to the particular commodities or services purchased or acquired by "OWNER". At the "OWNER'S" discretion, such assignment shall be made and become effective at the time the "OWNER" tenders final payment to the "CONTRACTOR".

20.00 SUCCESSORS AND ASSIGNS BOUND:

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this agreement.

21.00 NOTICES:

Notices required herein may be given by registered or certified mail by depositing the same in the U.S. Mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to be received by the addressee seventy-two (72) hours after deposit of the same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which it's notices are to be received. Until any such change is made, notices to "OWNER" shall be delivered as follows:

"OWNER"
Randi Brokvist, Executive Director of Purchasing
501 W. State Street
Jacksonville, FL 32202
(904) 632-3294

Notices to "CONTRACTOR" shall be deemed sufficient if in writing, emailed and/or mailed, (registered or certified), postage prepaid, addressed to "CONTRACTOR" as

"CONTRACTOR"
Attn: Lincoln Register
Company: Register Roofing & Sheet Metal, Inc.
Street: 4632 Sub Chaser Ct.
City, State, Zip: Jacksonville, FL 32244
Phone Number: (904) 215-8533
Email: lincoln@registerroofing.com

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

This agreement is entered into by both parties authorized officers.

"CONTRACTOR"

Name: Register Roofing & Sheet Metal, Inc.

Street: 4632 Sub Chaser Ct

City, State, Zip: Jacksonville, FL 32244

Federal ID: 54-2069021

BY: _____

Print Name: Lincoln Register

Title: President

Date: 1 / 11 / 2022

Witnessed BY: _____

Name: Jesse Howard

Title: Preconstruction Administrator

"OWNER"

Florida State College at Jacksonville

501 West State Street

Jacksonville, FL 32202

Federal ID # 59-1149317

BY: _____

Randi Brokvist

Executive Director of Purchasing

Date: 2 / 9 / 2022

Witnessed BY: Audey Monroe
Audey Monroe (Feb 9, 2022 08:11 EST)

Name: Audrey Monroe

Title: Purchasing Construction Contracts Coordinator

FSCJ Florida State College at Jacksonville

February 9, 2022

Register Roofing & Sheet Metal, Inc.
Attn: Lincoln Register
4632 Sub Chaser Ct.
Jacksonville, Florida 32244

RE: Request For Proposal #2022C-06R: Roof Repair & Replacement Delivery Order/Job Order Contracting Services

Dear Mr. Register:

This is to advise that Florida State College at Jacksonville (FSCJ) is granting other State of Florida Colleges, State Universities, District School Boards and other State Agencies within the State of Florida the authorization to utilize the above referenced contract with your firm in accordance with Contract #RFP 2022C-06R Section 5.10 Attachment F, titled "Cooperative Purchasing Agreement".

In that:

1. FSCJ is a political subdivision of the State of Florida.
2. FSCJ publically advertised a RFP #2022C-06: Roof Repair & Replacement Delivery Order/Job Order Contracting Services.
3. The FSCJ RFP 2022C-06 included language that allowed other public agencies, cities, counties, colleges and universities to buy off the resultant contract at the same rates, terms and conditions.
4. The District Board of Trustees approved award of contract #2022C-06R to Register Roofing & Sheet Metal, Inc. among the top ranked proposers.
5. The State Board of Education Rule 6A-14.0734(2)(d) allows State Colleges to buy of any federal, state or local government agencies contract that was publicly bid and competitively awarded.

Therefore, FSCJ Contract RFP 2022C-06R is available to be piggy-backed by other state and local governmental agencies meaning that if their agency Rules and Procedures allow piggybacking off publicly solicited contract in that when they would not have to demonstrate that they themselves publicly advertised and solicited competitive proposals as FSCJ has already completed the process.

Recommendation that the piggy-backing agency obtain a copy of the FSCJ RFP solicitation, the Notice of Award, and your resultant contract with FSCJ for their files for future audit.

If any questions, please feel free to contact me at (904) 632-3086 or email at amonroe@fscj.edu

Sincerely,

Audrey B. Monroe

Audrey B Monroe
Purchasing Construction Contracts Coordinator

Cc: file

Approval is contingent to the 5/1/2023 renewal is submitted by 4/25/22

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2022

APPROVED By:Wverdejo at 8:56am, Apr 04, 2022

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 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
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME: Griselidys Acosta
PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310
E-MAIL ADDRESS: gris@furmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: National Fire Ins Of Hartford	20478
INSURER C: Continental Insurance Co	35289
INSURER D: Columbia Casualty Co	31127
INSURER E:	
INSURER F:	

INSURED
Register Roofing & Sheet Metal Inc.
4632 Sub Chaser Court
Jacksonville FL 32244

COVERAGES CERTIFICATE NUMBER: 21-22 W/INST, W/POLL 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU X BLANKET CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER:	X	Y	6056671487	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	6056671456	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-BASIC	$ 10,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	Y	6056677337	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6056671473	5/1/2021	5/1/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	POLLUTION/ E&O	X	Y	C 6046145466	5/1/2021	5/1/2022	EACH CLAIM/AGGREGATE	$2,000,000
C	INLAND MARINE			6045434770	5/1/2021	5/1/2022	INSTALLATION FLOATER	$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, City of Jacksonville, its members, officials, officers, employees and agents are included as additional insured on the General Liability, Automobile Liability and Pollution Liability. All Coverage are Primary and non-contributory. Waiver of subrogation in favor of the City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Automobile Liability, Workers Compensation and Pollution Liability. Installation Floater list the City of Jacksonville , its members, officials, officers, employees and agents as loss payee. 30 day Notice of Cancellation to the City of Jacksonville applies to all policies.

CERTIFICATE HOLDER

Wverdejo@coj.net; RiskReview@

City of Jacksonville
117 W. Duval Street
Suite 335
Jacksonville, FL 32202

CANCELLATION

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

Dirk DeJong/ACG

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