

Purchasing Department

REQUEST FOR PROPOSAL Tiny Dorms Project RFP# 01-11-25

Florida Gateway College 149 SE College Place Lake City, FL 32025

Florida Gateway College invites you to submit a proposal for the Tiny Dorms Project according to the terms and conditions described herein. Thank you for your interest in Florida Gateway College.



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CONTENTS

Tiny Dorms Project Information Sheet	Page 3
General Terms and Conditions	Page 5
Specifications and General Terms and Conditions	Page 18
Contractors Obligations	Page 19
Project Description and Specifications	Page 22
Award/Evaluation Criteria	Page 24
Proposal Scoring Sheet	Page 26
Submittals/Appendices	Page 29
Appendix A-Proposer Information (Required)	Page 30
Appendix B-Solicitation Acknowledgement (Required)	Page 31
Appendix C-Drug Free Workplace (Required)	Page 32
Appendix D-Dispute and Disclosure Form (Required)	Page 33
Appendix E-References (Required)	Page 34
Appendix F-Public Entity Crimes Sworn Statement (Required)	Page 35
Appendix G-FGC Dropbox Instructions (Instructional)	Page 37

FLORIDA GATEWAY COLLEGE Request for Proposal

RFP# 01-11-25

Tiny Dorms Project Information Sheet Posting Date: November 22, 2025

Florida Gateway College Purchasing Department Contact	Kathrine Harris, Director of Procurement and Contracts <u>Kathrine.harris@fgc.edu</u>
Date/Time/Location of Pre-Proposal Conference	Attendance is Optional, but Recommended Friday, December 3, 2025 10:30 a.m. 133 SE College Place (Bldg. 26) Lake City, FL 32025
Changes/Inquiry Deadline	
Inquiries must be submitted to <u>Kathrine.harris@fgc.edu</u>	
NOTE: Unless specified otherwise in a College issued addendum to this solicitation, requested changes to any conditions or specifications must be sent by the date in this section or they will not be considered	Wednesday, December 10, 2025
Date Addendum to be Posted	
See https://www.fgc.edu/florida-gateway-	Friday, December 12, 2025
college/procurement-contracts/solicitations-goods-	
services.html	
Date and Time Proposal is Due	Friday, December 19, 2025 @ 12:00 p.m.
Date, Time, and Location of Scoring Meeting NOTE: Florida Gateway College will be closed from December 22, 2025-January 2, 2026 for Winter Break	Week of January 5, 2026 (Final date/times will be announced on https://www.fgc.edu/florida-gateway-college/procurement-contracts/solicitations-goods-services.html)
Date of Recommended Award Posting	On or about January 7, 2026

Any changes made to the above schedule will be posted in an addendum to this solicitation at https://www.fgc.edu/florida-gateway-college/procurement-contracts/solicitations-goods-services.html

Submission Platform

Proposals must be electronically submitted to the FGC Dropbox prior to the deadline. FGC Dropbox submittal instructions are located hereunder in Appendix G. It is the Respondents' responsibility to ensure their proposal is timely submitted and received by COLLEGE. COLLEGE will not be responsible for delays that cause a proposal to arrive after the designated submission deadline. A proposal received by COLLEGE after the deadline will not be considered. Once opened, a proposal becomes the property of COLLEGE and will not be returned.

For questions on how to use the FGC Dropbox, contact Kathrine Harris, Director of Procurement and Contracts at 386-754-4381.

Questions about this solicitation must be asked via email to Kathrine.harris@fgc.edu

Post solicitation Submission Date Communications

Should the College change any calendar dates after bids or proposals are due (such as award posting date), the changes will be posted on the College's website at https://www.fgc.edu/florida-gateway-college/procurement-contracts/solicitations-goods-services.html

1.0 General Terms and Conditions

To ensure acceptance of your response to this solicitation, be sure to follow the instructions herein. By signing the Solicitation Acknowledgement, you agree to the terms and conditions below. Any and all conditions within this solicitation document which vary from these general conditions shall have precedence. Any attempts by the bidder/proposer to alter these General Terms and Conditions shall be void and unenforceable unless agreed to specifically in a written agreement signed by the parties. Any proposed changes must be submitted by the Inquiry Deadline specified on Page 3.

1.1 DEFINITIONS

- **Agreement** shall refer to the specifications herein required of the awarded vendor as well as any resulting contract created from a request for proposals (RFP) process.
- **Bidder/Proposer** refers to the business entity submitting a bid, proposal, or reply in response to this solicitation.
- **FGC Dropbox** refers to the website through which the College receives responses to solicitations
- **Board** refers to the Florida Gateway College Board of Trustees
- College and/or FGC refers to Florida Gateway College
- **Contractor** refers to the bidder/proposer whose response is selected for award.
- **Response** refers to a business entity's submission in response to this solicitation.

1.2 SUBMITTAL DEADLINE

All responses must be submitted by the date/time required on the Information Sheet via the College's dropbox webpage. (https://dropbox.fgc.edu/). Offers by fax, e-mail, telephone, or hand delivery will not be accepted.

Submissions are considered valid for 120 days from the due date unless otherwise stated herein.

1.3 EXECUTION OF RESPONSE

The response must contain a manual or digital signature of an authorized representative of the bidder/proposer on the "Solicitation Acknowledgement" form (Page 3). Responses not submitted with the "Solicitation Acknowledgement" form shall be rejected.

1.4 COSTS

The College is not liable for any costs incurred by a bidder/proposer in responding to this solicitation, including those for oral presentation, if applicable.

1.5 INQUIRIES & INTERPRETATIONS

Any questions concerning terms, conditions, and/or specifications shall only be directed via email to Kathrine Harris, Director of Purchasing at Kathrine.harris@fgc.edu no later than the inquiry deadline (see Page 2). Failure to comply with this condition will result in bidder/proposer waiving the right to dispute the solicitation terms, conditions and/or specifications. Please reference the solicitation number in all inquiries. Any vendor that submits contrary terms and conditions as a requirement for their bid, or who contacts others at the College not specified on page 2 to discuss the solicitation may be disqualified. The Purchasing Department Contact may send inquiries to bidders/proposers for clarification of information, if necessary. Any clarifications received in writing shall be considered as part of the response. Failure to answer any clarifying questions sent may result in disqualification.

No inquiry regarding specification interpretation may be made after the inquiry deadline. If you are not sure of the answer to a particular specification past the inquiry deadline, you may provide a response in your solicitation for both options. For example, if you're not sure if "Specification A" means to go right or go left, indicate both options in your response. So in this case, if the answer is "left" then this is my response, but if the answer was "right" then this other response applies.

1.6 ADDENDA

Any addenda to this solicitation will be posted to Florida Gateway College's website (https://www.fgc.edu/florida-gateway-college/procurement-contracts/solicitations-goods-services.html) by 5:00 p.m. on the date indicated on the Solicitation Information Sheet (Page 2) or in the addenda itself if further addenda are necessary. It is the bidder's/proposer's responsibility to assure that any addenda are received. Calendar changes (bid due date, award date, etc.) may be posted at any time if necessary (including after the first addendum is posted). It may be required that an addendum be signed and returned with the bidder's/proposer's response. Bidders/Proposers who do not sign addenda (if required) may have their entire response rejected.

1.7 PRE-SOLICITATION MEETING(S)

Pre-bid or pre-proposal conferences or inspections may be held to assist responders with understanding the specifications and/or viewing the relevant location(s). If such a meeting is designated as Mandatory, then only those who attend will be considered for award. Bidders/proposers are **strongly** urged to attend any non-mandatory pre-bid or pre-proposal conference as individual vendor appointments to review specifications will not be accepted.

1.8 SOLICITATION OPENING/DUE DATE AND TIME

Solicitation openings take place electronically through the FGC Dropbox. For a bid where price is the determining factor, vendor submissions and prices will be shown upon opening. It is the intent of the College to reveal all such bids publicly upon the due date/time. However, the lowest bid may not necessarily determine the award if references need to be checked, documentation needs to be reviewed/approved, or any other bid requirements need to be verified/approved. The official award will be posted on the date indicated in the proposal documents through the

College's website. For an RFP, no results will be shared until completion of the evaluation process in accordance with the schedule on Page 2. However, the list of vendors who submitted proposals will be posted. Late responses will not be accepted.

1.9 SCORING MEETING

The proposals received in response to this RFP will be evaluated and ranked by the Evaluation Committee, which will be comprised of not fewer than three voting members, in accordance with the process and evaluation criteria outlined in the attached rating sheet. Various non-competing professional consultants and representatives from Florida Gateway College's Procurement Services Department may also be present during this process as non-voting members of the committee. A ranking will be established by totaling the scores given to each proposer by all voting members of the Evaluation Committee. Upon completion of the evaluation, the Committee ill shortlist the proposers with the highest scores to give an oral presentation at a later date (if needed). The shortlisted proposers will be notified via email of the time and location of the interview/presentation. Specific questions or clarifications that the Evaluation Committee would like all of the proposers to address will be included in this notification. If the evaluation criteria for the oral presentations are revised, those changes will also be included in the email.

1.10 PRESENTATIONS

A solicitation may require vendors to further elaborate on what they are offering in a presentation to the College or simply to answer evaluation committee questions. Any documents handed out by the proposer may be considered part of the proposer's response or reply at the discretion of the College. If any document or any other aspect of the presentation conflicts with the proposer's original response, the College may opt to use either the prior response or the presentation response as the College deems most favorable. Presentations may be held virtually as well using a popular software platform. Presentations are not open to the public.

1.11 NEGOTIATIONS

For an RFP, the College reserves the right to further negotiate terms to create an agreement with a top-ranked, awarded, or recommended awarded proposer. Any negotiations as part of an ITN shall be handled in accordance with the conditions of that ITN, which may vary.

1.12 AWARD

In the best interest of the College, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. The College also reserves the right to reject any and all responses, to cancel a solicitation process at any time, or waive any minor irregularity or technicality in responses received. Further, the College reserves the right to secure expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated with a business entity submitting a response.) For a bid, the College's solicitation document and the awarded bidder's response shall serve as the Contract. In some cases, an award may be based on the top-ranked bidder/proposer and the College being able to agree on final contract terms. If for any reason the top-ranked bidder/proposer and

College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked bidder/proposer, and so on. Some solicitations may have a multi-award.

In accordance with Florida Statute 287.05701, the College may not request documentation of or consider a vendor's social, political, or ideological interests when determining if a vendor is a responsible vendor. The College will not give preference to a vendor based on the vendor's social, political, or ideological interests.

1.13 POSTING AND TABULATION

The posting of the award or recommended award will be made on or about the date of the award notification as indicated on the Solicitation Information page (Page 2). The official award notice will be posted on the on the College's website (https://www.fgc.edu/florida-gateway-college/procurement-contracts/solicitations-goods-services.html) After award, solicitation files may be examined during normal working hours by appointment. In accordance with Florida Statute 119.071(1), the contents of all solicitations become public records and are available to public inspection when an award or recommendation to award is posted or 30 days after responses are open – whichever is earlier. However, if the College rejects all responses, and concurrently provides notice of its intent to reissue the solicitation, the responses shall remain exempt from disclosure until notice of an award or intended award concerning the reissued solicitation is made or 12 months has passed, whichever is sooner.

1.14 PROTEST

The recommended award will be posted for review by interested parties online at (https://www.fgc.edu/florida-gateway-college/procurement-contracts/solicitations-goods-services.html) and will remain posted for a period of at least seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

In accordance with FS 287.042(2)(c), any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(3) shall post, at the time of filing the formal written protest, a bond payable to the College in an amount equal to one percent (1%) of the estimated total volume of the award. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the College prevails, it shall recover all costs and charges that shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

1.15 BROKER INSURANCE REQUIREMENTS

Insurance Requirements will be provided in the specifications when necessary. If insurance is required, the Contractor must provide proof of this insurance prior to any delivery or work being performed and provide evidence that such insurance is in place at all times throughout the agreement. Failure to have the required insurance coverage at any time during the agreement shall be grounds for default. The College may, its option, immediately suspend the agreement until the required insurance coverage has been restored, or immediately terminate the agreement for default. Any amount due from the College under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.

1.16 PRICES, TERMS, AND PAYMENT

Bidder/proposer prices shall include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder/proposer may offer cash discount for prompt invoice payment (where applicable). Unless otherwise stated in this solicitation, payment terms shall be Net 30 days.

1.17 TAXES

Florida Gateway College does not pay Federal Excise or State Sales Tax. Do not include these items on invoices. The applicable tax exemption number is shown on the College's Purchase Order. A copy of the College's tax-exempt certificate is available upon request.

1.18 MISTAKES

Failure to examine the specifications, delivery schedule, prices, extensions, and all instructions pertaining to any goods and services solicited herein will be at bidder/proposer's risk. In case of mistake in extension, the unit price will govern.

1.19 DELIVERY

Delivery time may become a basis for making an award. Unless otherwise specified, delivery shall be made within 30 days from the date of receiving a College purchase order. Furniture orders shall be delivered within 90 days. Unless otherwise agreed or specified herein, deliveries to the College shall be within 8:30 a.m. - 3:30 p.m., Monday through Friday. Failure to deliver on time shall be grounds for default.

1.20 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders/proposers must disclose with their solicitation the name of any officers, director, or agent who is also an employee of Florida Gateway College. All bidders/proposers must disclose any College employee who owns, directly or indirectly, any interest in the bidder's/proposer's business or any of its branches. The bidder/proposer shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the College for any act or service which

he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder/proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the College. The awarded vendor shall have no interest and shall not acquire any interest that shall conflict in any manner with the performance of the products or services required under this solicitation.

1.21 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Non-conforming items and items not delivered as per delivery date required by the solicitation and/or purchase order may result in Contactor being found in default, in which event any and all reprocurement costs may be charged against the defaulting Contractor. Any such violation of the award/agreement may also result in the Contractor being prohibited from participating in future business with the College in accordance with College rules.

1.22 SPECIFICATION DISPUTES

In case of any doubt or difference of opinions as to the goods or services to be furnished hereunder, the decision of the College's Purchasing Director shall be final and binding on both parties. Bidders/proposers are strongly encouraged to seek clarification prior to the inquiry deadline (see page 2) if there are any questions (in accordance with Section 1.5). However, should an administrative hearing occur, the party requesting the hearing shall be held accountable for any and all costs relating thereto.

1.23 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions are imposed which would necessitate alteration of material, quality, workmanship, or 4 of the items offered in this solicitation prior to their delivery, it shall be the responsibility of the Contractor to notify the College at once, indicating in the notice the specific regulation which required an alteration. Florida Gateway College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the award/agreement at no expense to the College.

1.24 LEGAL REQUIREMENTS

Bidder/Proposer and Contractor shall comply with all Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the services covered in this Agreement, including but not limited to the Worker's Compensation Act, unemployment compensation, and equal employment opportunity. Contractor shall conduct deliver all products and all services in a safe, efficient, and sanitary manner. Lack of knowledge by the Bidder/Proposer or Contactor will in no way be a cause for relief from responsibility.

1.25 PATENTS AND ROYALTIES

The Contractor, without exception, shall indemnify, defend, and save and hold harmless the College and its employees, FCSRMC or the member Colleges from liability, including cost and expenses, to the extent arising from alleged infringement by Contractor of third-party intellectual property rights in the performance of the Agreement by the Contractor, including any use granted to the College by Contractor in writing. If the Contractor uses any design, device, or materials covered by letters, patent, copyright, or other intellectual property rights, it is mutually understood and agreed without exception that the Contractor shall be responsible for all royalties or costs arising from the use of such design, device, or materials in any way involved with products or services provided by Contractor. College and Contractor will, to the extent reasonable, appropriate, and permitted by law, collaborate and cooperate when defending any suit brought against College in accordance with this section. College may, at its own expense, hire its own attorneys for any suit brought against College.

1.26 ADVERTISING

Each party agrees not to use the other party as a part of any commercial advertising without prior written approval from such party's authorized representative; with respect to the College, from the College's Director of Purchasing & Auxiliary Services.

1.27 ASSIGNMENT

Any Purchase Order issued pursuant to this solicitation and the monies which may become due hereunder may be assigned by Contractor with written notification to the FGC Director of Purchasing. However, any such assignment shall permit the College to terminate any ongoing agreement for convenience with 30 days' notice if desired by the College.

1.28 LIABILITY (HOLD HARMLESS AGREEMENT)

The awarded business entity (Contractor) agrees, by accepting the award of this solicitation, to the following:

On behalf of Contractor and any heirs, executors, administrators and assigns, Contractor hereby waives, releases, covenants not to sue, forever discharges, and AGREES TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the District Board of Trustees of Florida Gateway College and the State of Florida and their respective trustees, employees, agents, successors, and assigns, FCSRMC and member Colleges (collectively, "Releasees") from all claims, liabilities, actions and causes of action, damages, costs and/or expenses of any nature, including but not limited to attorneys' fees and costs (collectively, "Claims"), arising out of or in any way connected with the appropriate use of the products or performance of the services set forth herein.

1.29 ANTI-DISCRIMINATION CLAUSE

The College is committed to an environment that embraces diversity, respects the rights of all individuals, is open and accessible, and is free of harassment and discrimination based on the protected classes listed herein. The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government. To the extent applicable, the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

1.30 AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, any agreement resulting from this solicitation may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

1.31 STATE LICENSING REQUIREMENT

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State of Florida's Department of State.

1.32 PUBLIC ENTITY CRIME INFORMATION

As per Florida Statutes, Section 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1.33 DISCRIMINATORY VENDORS LIST

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a response to provide goods or services to a public entity, may not be awarded a contract 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.

1.34 UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS

The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

1.35 RECORDS

All responses become the property of the College and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

- 1.35.1 PUBLIC RECORDS LAW: The bidder/proposer agrees to allow the College and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the bidder/proposer in conjunction with any submission or agreement resulting from this solicitation. Refusal to comply with this provision shall constitute sufficient cause for termination of any agreement resulting from this solicitation. All written records received by College in connection with the transaction of official business, including information contained in any responses to this solicitation may be deemed public records and are subject to the provisions of Ch. 119, Florida Statutes. In addition, if federal funds are used in this procurement, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
- **1.35.2 AUDIT RECORDS:** The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the College under any agreement resulting from this solicitation, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The Contractor agrees to include all record-keeping requirements on all subcontracts and assignments related to any agreement resulting from this solicitation.
- 1.35.3 RETENTION OF RECORDS: The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records

pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing) or certified mail within ten (10) days if/when the records are moved to a new location.

1.36 SEVERABILITY

The invalidity or unenforceability of any particular provision of any agreement resulting from this solicitation shall not affect the other provisions hereof, and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the agreement can still be determined and effectuated.

1.37 GOVERNING LAW AND VENUE

Any agreement resulting from this solicitation is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Columbia County, Florida.

1.38 TERMINATION FOR CONVENIENCE

Unless otherwise stated herein or agreed to, any agreement resulting from this solicitation may be terminated by either party upon no less than ninety (90) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by e-mail (with verified receipt by the recipient) or certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

1.39 TERMINATION FOR CAUSE

Failure by either party to perform the material obligations described herein shall result in default or breach of the Agreement and shall be grounds for termination as set forth below.

Moreover, in the event of the Contractor's noncompliance with nondiscrimination provisions, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

In the event of a breach or default of the Agreement, the breaching party shall have thirty (30) days from written notice to cure such breach unless a longer time is agreed to in writing by both parties or a shorter time is warranted under the public records law with regard to Section 1.35. Should the breaching party fail to cure said default or breach within the time prescribed, the Agreement shall terminate. In the event the Agreement is terminated, nothing herein shall prevent either party from seeking all remedies available to it.

1.40 AVAILABILITY OF FUNDS

The obligations of the College under the award(s) from this solicitation are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

1.41 FORCE MAJURE

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement resulting from this solicitation due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, strikes, or labor disputes.

1.42 VERBAL INSTRUCTIONS

No negotiations, decisions, or actions shall be initiated or executed by the bidder/proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the bidder's/proposer's representative that are in writing will be recognized by the College as duly authorized expressions on behalf of the bidder/proposer.

1.43 PREFERENCE TO FLORIDA BUSINESS

In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (see below) must be provided to businesses that have a principle place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:

287.084 Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the

preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
- (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
- (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
- (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
- (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012

History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002- 207; s. 14, ch. 2012-32.

1Note.—Section 25, ch. 2012-32, provides that:

- "(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.
- "(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules."

1.44 COLLEGE RULES

Contractor understands and agrees to follow all current College rules that may apply to any service they perform, including, but not limited to, College Rule 2.8 (Policy Prohibiting Discrimination and Harassment), Rule 2.12 (Prohibition Against Fraudulent or Other Dishonest Acts), and Rule 3.38 (Prohibition of Firearms and Weapons on College Premises). These rules, which may be changed from time to time, can be viewed at the College Rules website. Contractor further understands that Board Rule 2.8 prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor understands that Contractor personnel must report any suspected sexual harassment or violence to

the appropriate authorities including the FGC College Security Department and the College's Equal Access/Equal Opportunity Coordinator.

Contractor understands that current Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the Department Children and Families Florida Abuse Hotline at 1-800-962-2873. More information about reporting abuse may be found online at http://www.dcf.state.fl.us/programs/abuse/index.shtml. Additionally, Contractor understands that Florida law requires reporting suspected abuse of a child even when the alleged abuser is not the parent or caregiver of the child.

1.45 CHANGES TO AGREEMENT/CHANGED CONDITIONS

Any changes to the resulting agreement must be in writing and executed by authorized representatives of all parties, or by a College-issued change order and acceptance by Contractor. Should conditions change that were not anticipated, both parties shall work together in good faith to adjust the Agreement to reasonably accommodate the change.

1.46 CONFIDENTIALITY & PROPRIETARY INFORMATION

Confidential or proprietary information provided by one party to the other in discharge of the terms and conditions of this agreement must be clearly marked as being proprietary or confidential. Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Each party agrees to protect the information or property disclosed to the other party and will take reasonable action required to protect the disclosing party from damages arising out of the disclosure of information or property in violation of this provision. If either party believes any information submitted is protected from disclosure under Florida's public records law, the disclosing party must provide evidence of a statutory exemption under Florida law that is satisfactory to the other or obtain a protective order. All items of confidential information must be labeled in writing as such when delivered to the recipient. This solicitation and proposer's response is not considered confidential.

1.47 E-VERIFY

To the extent that Contractor meets the definition of "contractor" in Fla. Stat. § 448.095(1)(b), Contractor shall comply with Fla. Stat. § 448.095 and this section. Contractor and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor will provide appropriate evidence of enrollment to College upon request. Contractor will require each subcontractor, if any, to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavits for the duration of its contract with College. If the College, the Contractor, or a subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Fla. Stat. § 448.09(1), it shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional cost or

expense incurred by College as a result of such termination of a contract. If College has a good faith belief that a subcontractor knowingly violated this section, but the Contractor otherwise complied with the relevant law, College will promptly notify the Contractor and direct the Contractor to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. Contractor will be liable for any additional costs or expenses incurred by College as a result of such termination of a contract.

2.0 Specifications and General Terms and Conditions

2.1 Overview

The District Board of Trustees of Florida Gateway College is seeking proposals from qualified firms to design, construct, and/or supply modular "Tiny Dorms" housing units to provide affordable, sustainable student accommodation. The project aims to deliver compact, innovative, efficient living spaces that promote community and reduce environmental impact.

The College will consider all proposals that meet the minimum qualifications and will provide a basis for a mutually beneficial partnership.

For more information on the College, please visit our website at www.fgc.edu.

The pre-proposal conference will include a tour of the location of where the Tiny Dorms will be located, but **proposers are welcome and encouraged to visit/observe the area on their own at any time.** No College official will be available to answer questions except during the pre-proposal conference. Visiting proposers (or potential proposers) shall not interfere with any normal operation of the College and may not ask any questions of any other vendors, patrons or students.

Plans/drawings of the ideal Tiny Dorms can be located as Attachment B

2.2 Term of Contract

The Contract will begin on a date mutually agreed between January 19, 2026 and continue through December 31, 2030. Upon mutual consent of both parties, the Agreement may be extended for up to two additional five-year terms. Any renewals shall be executed at least 60 days prior to the current terms expiration unless a shorter time is agreed upon by both parties. The College's expectation is that any contractor required refitting of the existing bay will be complete prior to the start of classes on January 7, 2026, and that the restaurant will be open for business on that date at the latest.

2.3 Qualifications

The College reserves the right to determine whether a proposer has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The College may request from proposers (or any other relevant entity) information it deems necessary to evaluate such proposers' qualifications and capacities to deliver the services sought hereunder. The College

may reject any proposal for which such information has been requested but which the proposer has not provided. The College may further ask for clarification on any of the following:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Additional references
- Disclosures of complaints or pending actions, legal or otherwise, against the proposer

2.4 Sustainable Practices

Preference will be given to proposers whose operations include sustainable practices. Proposers must provide information on what sustainable practices they would commit to follow if awarded the Contract. Include any relevant sustainable practices relating to:

- Materials and Construction
- Energy Efficiency
- Water Conservation
- Local and Ethical Sourcing
- Long-Term Sustainability
- Employees
- College Community Participation

Also, state your willingness to adapt to sustainable practices that may be initiated by the College.

2.5 Damage or Loss

The College shall not be responsible for damage to merchandise or any non-college owned equipment in case of break-in or burglary, power failure due to hurricanes, electrical storms, faulty equipment, or other acts beyond the control of the College.

2.6 Pilferage

It will be agreed by both the College and the Contractor that a strong position shall be taken with regard to pilferage; and that firm policies, agreeable to both parties, shall be adopted, posted, and adhered to. (The College has on-site Security.)

3.0 Contractor Obligations

3.1 Service Ability

The Contractor shall furnish good, prompt, and efficient services adequate to meet all reasonable demands. Proposers shall describe their plan to efficiently handle large amounts of students on the College campus. Proposers must also describe their service experience in settings similar to the College's settings, if any.

3.2 Contractor Personnel

The College intends to provide a safe, effective, and efficient service to its students, staff and faculty. The College requires that all persons who work on College property are committed to seeing that the College's mission and philosophy are given the highest consideration. Therefore, the Contractor shall ensure that personnel hired will reflect the College's intent in this manner. The College retains the right to refuse access to any person(s) it deems necessary in the best interest of the College.

3.2.1 Background Checks

The Contractor shall ensure that all persons hired have a current (within one year prior to being assigned to work at a College location) and complete FDLE criminal background check. The Contractor will not allow any persons to work on College premises if their background indicates that they would pose a threat to other persons or College property. The Contractor shall be held responsible for the actions of its employees. If requested by the College's Human Resources Director (or designee), the Contractor will provide for inspection the background check results on any Contractor employee who performs work at any College facility. Failure to provide proof of a background check being conducted on a particular individual shall be grounds for default and any such individual shall be immediately prohibited from working at any College location.

3.2.2 Prohibition of Sexual Offenders/Predators

Contractor will ensure that any employee of the Contractor or Subcontractor coming upon the College premises for any reason whatsoever is not a registered sex offender or sexual predator.

3.2.3 Valid Driver's License

The Contractor shall ensure that any person that will drive on College property has a valid Florida Driver's license.

3.2.4 Work Force Appearance

Contractor's employees shall be neat and clean in appearance and shall wear matching/easily identifiable smocks/uniforms or an identification badge while on College property. The I.D. badge shall have a picture of the employee with his/her name and company name on the face of the badge. The uniforms must be acceptable to the College, and Contractor and any College-required uniform change shall be at the expense of the Contractor.

3.2.5 Removal of Objectionable Contractor Personnel

Any employee whose work performance or conduct is objectionable shall be immediately removed from the College premises at the request of the College's Director of Purchasing & Auxiliary Services or any College Police Officer. Such removal shall be by the Contractor. Objectionable

behavior includes any malfeasance as well as using any College equipment, including radios, televisions, or other College property not specifically designated for Contractor use.

3.2.6 Safety Procedures

Contractor shall follow, and ensure its employees follow, all College fire, safety, and security procedures as may arise from time to time. 3.3 Hours of Operation When classes are in session, at least one vendor is currently open from 7:00 a.m. – 4:30 p.m. (Monday – Friday).

3.3 Insurance

Contractor must provide the College with a Certificate of Insurance certifying that the following insurance policies are currently maintained:

Type	Minimum(s)
General Liability	
General Aggregate	\$2,000,000
Products Liability	\$1,000,000
Personal Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
Automobile Liability (includes owned	ed, non-owned, and hired vehicles)
Combined single limit	\$1,000,000
Worker's Compensation	Statutory Limits

The Certificate(s) of Insurance must provide the College with a thirty-day guaranteed cancellation clause, wherein the College will be advised prior to cancellation or material change in the required policies. The Certificate of Insurance must indicate that "The District Board of Trustees of Florida Gateway College, Florida" is named as Additional Insured and Loss Payee, As Their Interest May Appear (ATIMA) on the aforementioned policies of insurance (except for Workers' Compensation).

The College must be listed as the Certificate Holder as follows: The District Board of Trustees of Florida Gateway College, Florida 149 SE College Place Lake City, FL 32025

4.0 PROJECT DESCRIPTION AND SPECIFICATIONS

FLORIDA GATEWAY COLLEGE New Dorm Project – "Tiny Dorms" Lake City, FL

The scope of work includes; but is not limited to: construction of dormitory space for students that will be portable in nature. The design/build must meet all local, state and federal codes for design and construction. The design/built should meet the minimum specs attached. The design/construction should have two complete dorm spaces independent of each other. Constructed on a frame no bigger than 12ft.x 34ft. Each dorm should have separate entrance with deck and steps. There should be a complete bathroom in each. The kitchen area should consist of a countertop with a refrigerator. All specifications are attached and should be conducive for student housing as a learning space. 50 amp service. Air conditioning for each unit. An "on demand" gas hot water heater for each unit that shall have the gas lines plumbed to the outside. Bid should include delivery and set up with compatible skirting.

A design/ build for an ADA compliant single occupancy unit is requested to be submitted following the specs attached where applicable.

A design/build for a single occupancy unit is requested to be submitted following the specs attached where applicable.

All three designs should be no larger than 12ft x 34ft.

4.1 SPECIFICATIONS

Florida Gateway College "Tiny Dorm" Specs

Standard

Exterior: fiber cement lapped siding

Windows: single hung, double pane vinyl windows

Roof: Metal with ridge cap with 5/12 pitch; 26 or 29 gauge

(2) Entry doors: 36 x 80 composite with blinds

Interior

Walls: 5 3/8 solid pine Ceiling: 5 3/8 solid pine Flooring: Woodgrain vinyl

Interior door: 24 x 80 solid pine doors

Kitchen:

12-inch base cabinet 30-inch sink base cabinet

25-inch stainless kitchen sink with faucet Countertop – Laminate or butcher block

Bathroom:

Exhaust fans with lights
30 x 60 walk-in shower with shower head
Elongated toilet
18-inch bathroom vanity with faucet

Miscellaneous

On demand gas hot water heater (2)

50 amp service for each

Dual 220 volt ductless mini split AC/Heat units (2)

CO₂ monitors (2)

Smoke Alarms (2) stubbed out in wall to ground for future system connection

Roof to chassis grounding cables

Vaulted ceiling throughout

Egress – Life safety emergency exit windows

Structure

12-inch steel I-beam chassis with removable hitch, 4 underslung 6,000lbs idler axles & 14 ply tires

2x4 walls (16 inch center)

2x6 floor joist

Advantech subfloor

OSB & House wrap

R-13 batt wall and floor insulation

R-38 batt roof insulation

Floor moisture barrier

PVC drain plumbing/insulated PEX potable plumbing

Water shut off valve at each fixture

Exterior GFI outlet

LED interior lights / recessed can lights / dual exterior lighting

20-amp GFIs

Wiring: 12/2 – throughout; 10/2 – AC

Steel hurricane straps

6 BP 10 Tie Downs

Lateral frame ties

100-amp electric panel

*These specs are for the general population housing. All ADA compliant units must meet ADA standards following these standards where applicable.

5.0 Award/Evaluation Criteria

The Evaluation Committee will evaluate proposals using the criteria outlined below to assess the qualifications and responsiveness of each proposing firm. A consensus scoring method will be used, with proposals ranked from highest to lowest based on a maximum possible score of 100 points. The College reserves the right to accept or reject any proposal in the best interest of the College. The College also reserves the right to award the contract to the next most qualified firm if the selected firm fails to begin services within 15 days of contract execution or if an acceptable fee cannot be negotiated

Scoring Rubric

(Tiny Dorms Project RFP)
Total Possible Points: 100

1. Firm Experience & Qualifications — 20 Points

Evaluates: Relevant project experience, past performance, micro-housing expertise, modular experience, student housing projects.

Rating	Description
18–20 (Excellent)	Extensive, highly relevant experience; strong past performance; multiple successful micro-housing or modular projects.
14-17 (Good)	Solid experience; mostly relevant projects; strong references.
10–13 (Adequate)	Some relevant experience but limited depth; average past performance.
0-9 (Poor)	Minimal relevant experience; weak or missing past performance.

2. Key Personnel & Team Capacity — 20 Points

Evaluates: Expertise of project manager, architect, engineers; staff availability; technical skills. **Rating Description**

- 18–20 Highly qualified team with proven experience in tiny units/modular; strong staffing availability.
- 14–17 Qualified team; good experience; minor gaps.
- 10–13 Adequate qualifications; limited relevant experience or constrained availability.
- 0-9 Unqualified or insufficient team; unclear staffing plan.

3. Project Approach & Methodology — 25 Points

Evaluates: Understanding of tiny-dorms goals, design methodology, modular strategy, QA/QC, schedule plan.

Rating Description

- 23–25 Clear, comprehensive, innovative approach; strong understanding of challenges; highly feasible plan.
- 18–22 Good approach; feasible methodology; some innovation.
- 13–17 Adequate approach but lacking clarity or depth; may not fully address project complexities.
- **0–12** Weak or generic approach; incomplete or unrealistic methodology.

4. Sustainability & Environmental Performance — 15 Points

Evaluates: Energy performance strategy, low-carbon materials, IEQ criteria, resilience, water efficiency.

Rating Description

- 14–15 Robust sustainability strategy; aligns with campus goals; measurable performance targets.
- 11–13 Solid sustainability plan; minor gaps.
- **8–10** Basic sustainability measures; lacks specificity or innovation.
- **0–7** Weak or missing sustainability strategy.

5. Risk Assessment & Mitigation Plan — 10 Points

Evaluates: Risk identification, prioritization, mitigation measures, contingency planning.

Rating Description

- **9–10** Comprehensive and realistic risk assessment; strong mitigation strategies.
- 7–8 Good risk assessment; minor gaps in mitigation.
- **5–6** Basic risk identification; mitigation strategies limited.
- **0–4** Incomplete or poor risk assessment; unrealistic or missing mitigation.

6. Fee Proposal / Cost Reasonableness — 10 Points

(Optional or weighted based on procurement rules)

Evaluates: Cost competitiveness, clarity, cost-value alignment.

Rating Description

- 9–10 Highly competitive, well-documented, excellent cost-to-value ratio.
- 7–8 Reasonable and transparent fee.
- **5–6** Acceptable fee; limited detail.
- **0–4** Poor value or unclear/unsupported fee structure.



Tiny Dorms Project RFP #01-11-25 – Proposal Scoring Sheet

Proposer:		
Evaluator:		
Date:	<u> </u>	
1. Firm Experience & Qualifications (20 Points)		
Criterion	Max Points	Score
Relevant micro-housing, modular, and student housing experience	10	_
Past performance (schedule, budget, quality)	5	
References & demonstrated success	5	
Category Total	20	
2. Key Personnel & Team Capacity (20 Points)		
Criterion	Max Points	Score
Qualifications of PM, Architect, Engineers	10	
Staffing availability & workload capacity	5	
Team experience with similar project types	5	
Category Total	20	
3. Project Approach & Methodology (25 Points)		
Criterion	Max Points	Score
Understanding of Tiny Dorms goals & constraints	10	
Design approach (micro-units, modular strategy, coordinate	tion) 5	

Team experience with similar project types	10	
Schedule feasibility & project management plan	5	
Category Total	25	
4. Sustainability & Environmental Performance (15 I	Points)	
Criterion	Max Points	Score
Energy efficiency & low-carbon design strategies	6	
Indoor environmental quality & health strategies	4	
Water conservation & resilience measures	5	
Category Total	15	
5. Risk Assessment & Mitigation Plan (10 Points)		
Criterion	Max Points	Score
Identification of project risks	4	
Mitigation strategies & contingency planning	4	
Risk monitoring & reporting plan	2	
Category Total	10	
6. Fee Proposal / Cost Reasonableness (10 Points)		
(Optional or weighted differently depending on procure	ement rules)	
Criterion	Max Points	Score
Competitiveness of fee	5	
Clarity and completeness of cost breakdown	5	
Category Total	10	

Evaluator Summary:		
Summary Category	Notes	
Strengths		
Weaknesses		
Risks or Concerns		
Recommended for Award? (Yes/No)		
Total Score Calculation		
Category	Max Points	Score
1. Experience & Qualifications	20	
2. Key Personnel & Capacity	20	
3. Project Approach & Methodology	25	
4. Sustainability	15	
5. Risk Assessment	10	
6. Fee Proposal	10	
TOTAL	100	
Scorer Printed Name		
Scorer Signature	<u>_</u>	Date

6.0 SUBMITTALS/APPENDICES

Appendices List		
Appendix	Type	Description
A	Required	Proposer Information
В	Required	Solicitation Acknowledgment
С	Required	Drug Free Workplace
D	Required	Dispute and Disclosure Form
Е	Required	References
F	Required	Public Entity Crimes Sworn Statement
G	Instructional	FGC Dropbox Instructions



PROPOSER INFORMATION-Appendix A

Solicition RFP # 01-11-25: Tiny Dorms Project

Proposer (Company) Name:
Formerly:
Mailing Address:
City, State, Zip:
Type of Entity: (check one)
CorporationPartnershipProprietorshipJoint Venue
Contact Person:
Title:
Email Address:
Website Address:
Telephone Number:
Federal Employee Identification Number (FEIN):
SSN (if Sole-Proprietorship or Partnership):
Incorporated in the State of:
Year:
General Contractor License Number:
Available Bonding Capacity:



Solicitation Acknowledgement-Appendix B

This page must be signed and included with your submission. Failure to do so will result in immediate rejection of your submission.

Solicition RFP # 01-11-25: Tiny Dorms Project

The undesigned hereby certifies that the response included herein is made without prior understanding, agreement, or connection with any person or business entity submitting a response for the same goods or services and is in all respects fair and without collusion or fraud.

The undersigned understands and agrees that by submitting a response that the entirety of the response is subject to Florida Statute 119 and will be considered a public record upon solicitation award or recommendation to award subject to the following exemptions: Confidential information shall include only information that is made exempt from disclosure by Florida Statute. Should the bidder/proposer believe any information submitted is protected from disclosure under Florida's public records law, the bidder/proposer must provide evidence of a statutory exemption under Florida law that is satisfactory to the College or obtain a protective order. All items of Confidential Information must be labeled in writing as such when delivered to the recipient. (Any item marked "Confidential" that is not accompanied by sufficient evidence of statutory exemption, or a protective order shall be considered a public record and by signing below the bidder/proposer hereby agrees to this provision.)

The undersigned understands and agrees that nay vendor-suggested changes and inquiries regarding this solicitation were due by the date shown on the solicitation information sheet (page 2), and that any vendor-required changes to the terms and conditions not already approved in an addendum issued by the College prior to the solicitation due date will likely be rejected and may (in the College's complete discretion) result in the rejection of the entire submission.

The undersigned agrees to abide by all conditions of this invitation and certifies that he or she is authorized to sign this submission for the business entity indicated below.

Bidder/Proposer Business Name and Address		
Printed Name & Title of Authorized Signatory		
Signature of Authorized Signatory (Please Sign & Date)		



DRUG FREE WORKPLACE-Appendix C

Project Title: Tiny Dorms RFP #01-11-25

	does:
ny Name)	
	t the unlawful manufacture, distribution, dispensing, is prohibited in the workplace and specifying the for violations of such prohibition.
maintaining a drug-free workplace, any avai	abuse in the workplace, the business's policy of lable drug counseling, rehabilitation, and employee hay be imposed upon employees for drug abuse
Give each employee engaged in providing the proposed a copy of the statement specified in	ne commodities or contractual services that are n subsection (1).
on the commodities or contractual services t terms of the statement and will notify the en contendere to, any violation of Chapter 893	notify the employees that, as a condition of working hat are underbid, the employee will abide by the aployer of any conviction of, or plea of guilty or nolo or of any controlled substance law of the United in the workplace no later than five days after such
Impose a sanction on or require satisfactory rehabilitation program if such is available in so convicted.	participation in a drug abuse assistance or the employee's community, by any employee who is
Make a good faith effort to continue to main this section.	tain a drug free workplace through implementation of
	certify that this firm complies fully with the above misstatement or misrepresentation or falsification of rther consideration of this procurement.
horized Signature (Officer)	Date
ted or Typed Name	Title
	possession, or use of a controlled substance actions that will be taken against employees Inform employees about the dangers of drug maintaining a drug-free workplace, any avait assistance programs, and the penalties that in violations. Give each employee engaged in providing the proposed a copy of the statement specified in subsection (2), on the commodities or contractual services to terms of the statement and will notify the employee to, any violation of Chapter 893 States or any state, for a violation occurring conviction. Impose a sanction on or require satisfactory rehabilitation program if such is available in so convicted. Make a good faith effort to continue to main this section. the person authorized to sign the statement, I have ments and agree and understand that any is shall be cause for forfeiture of rights for further thorized Signature (Officer)



DISPUTE AND DISCLOSURE-Appendix D

Project Title: Tiny Dorms RFP #01-11-25

Answer the following questions by checking the box after "YES" or "NO". If you answer "YES", please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract. Has your firm, or any of its officers, received a reprimand of any nature or been YES \Box NO \Box suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five years? Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years? YES □ NO □ If yes, indicate company name, contact name, and telephone number, length of service provided, and reason for early cancellation/termination of contract. Has your firm filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five years that is related to the services YES □ NO □ your firm provides in the regular course of business? If yes, state the name of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved. I hereby certify that all statement made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement: **Authorized Signature (Officer)** Date Title **Printed or Typed Name**



REFERENCES-Appendix E

Project Title: Tiny Dorms RFP #01-11-25

Proposer (Company) Name:
Client Name/Address:
Contact Person Name:
Telephone and Email:
Client Name/Address:
Contact Person Name:
Telephone and Email:
Client Name/Address:
Contact Person Name:
Telephone and Email:
Client Name/Address:
Contact Person Name:
Telephone and Email:



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES-Appendix F

Project Title: Tiny Dorms RFP #01-11-25

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

1.	This sworn statement is submitted to: <u>The Board of Trustees of Florida Gateway College</u>
by	for
	(Print Individual's Name and Title) (Print Name of Entity Submitting Sworn Statement)
wh	ose business address is and (it
app	plicable) its Federal Employer Identification Number (FEIN) is
If 1	the entity has no FEIN, include the Social Security Number of the individual signing this statement.
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means

- 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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, non-jury trial, or entry of plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate": includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies). Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order). I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH THE LIFE OF THE CONTRACT. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. Signature Date STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization this day of 20 who [] is personally known to me or [] has produced a Florida driver's license as identification. Notary Public, State of Florida My Commission Expires: (NOTARIAL SEAL)

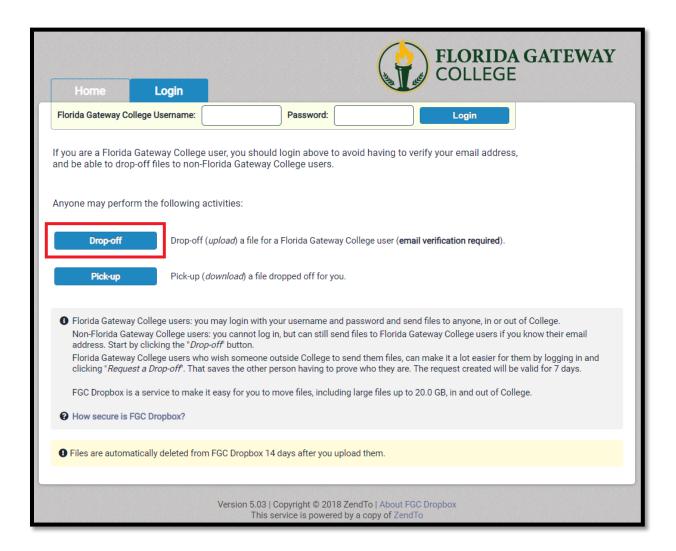
enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or



Submitting Proposals via FGC Dropbox Instructions Appendix G

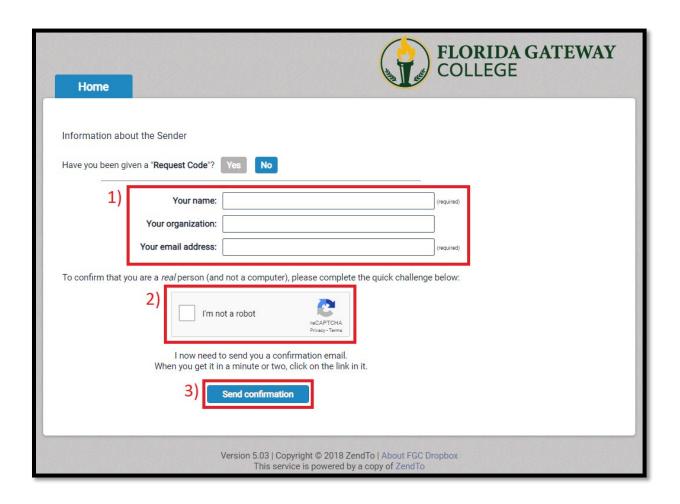
STEP 1. In a web browser, navigate to https://dropbox.fgc.edu/.

STEP 2. Click the **Drop-off** button.

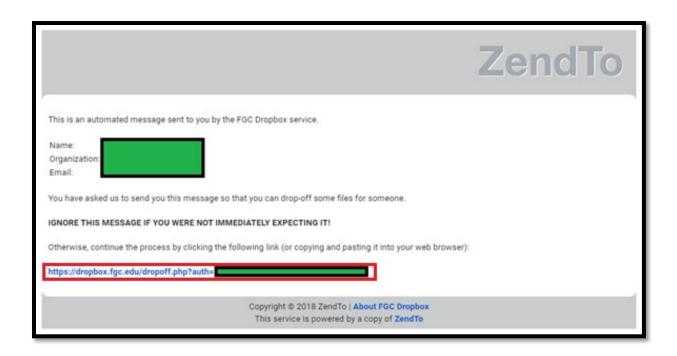


STEP 3. On the page that follows enter:

- 1) enter your name, organization, and email address
- 2) complete the reCAPTCHA
- 3) click the Send confirmation button



STEP 4. You will receive an email like the one below at the address you specified in the previous step. Navigate to the link provided in the email.



STEP 5. On the linked page:

1) click the add button (green and white plus sign)

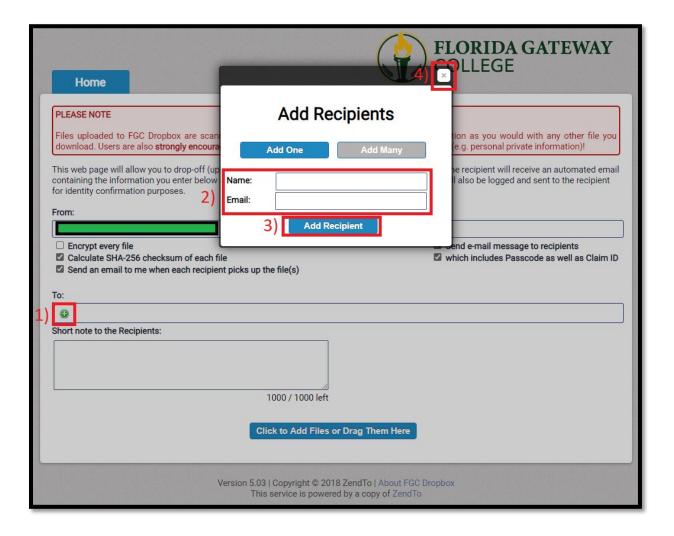
2) enter the recipient's information

Name: Kathrine Harris

Email: kathrine.harris@fgc.edu

3) click the Add Recipient button

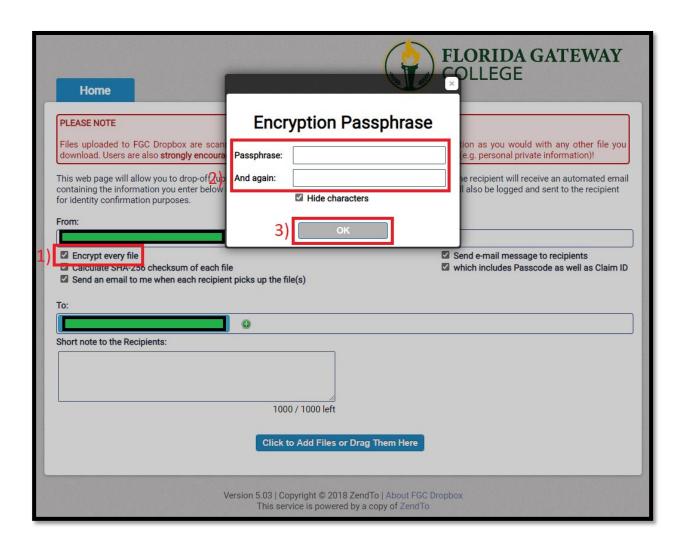
4) click the close button on the Add Recipients modal dialog.



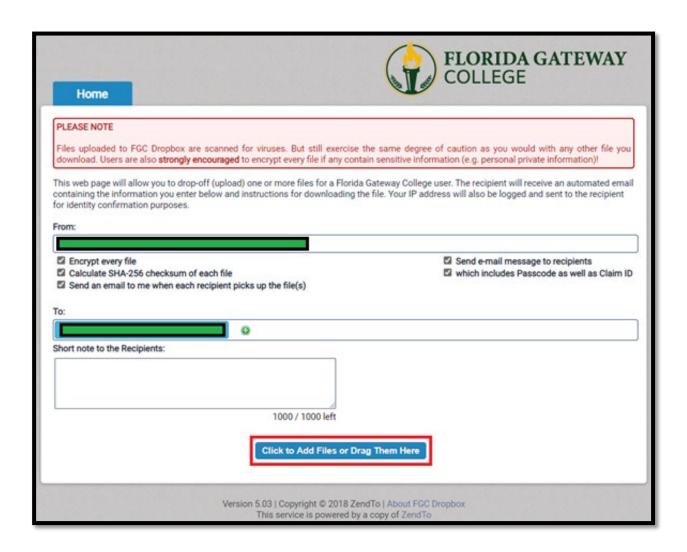
STEP 6. IMPORTANT: To provide assurance that the submitted files cannot be opened except by College personnel at the appropriate time:

- 1) check the Encrypt every file checkbox
- 2) carefully enter a secure passphrase
- 3) click the OK button.

You **MUST** email the passphrase to <u>kathrine.harris@fgc.edu</u>. Without the passphrase, the files **CANNOT** be retrieved, even by College IT staff.



Step 7. Upload the desired file(s) to be submitted. Either drag-and-drop the file(s) into the browser window or click the **Click to Add Files or Drag Them Here** button and select the file(s) from the dialog window that opens.

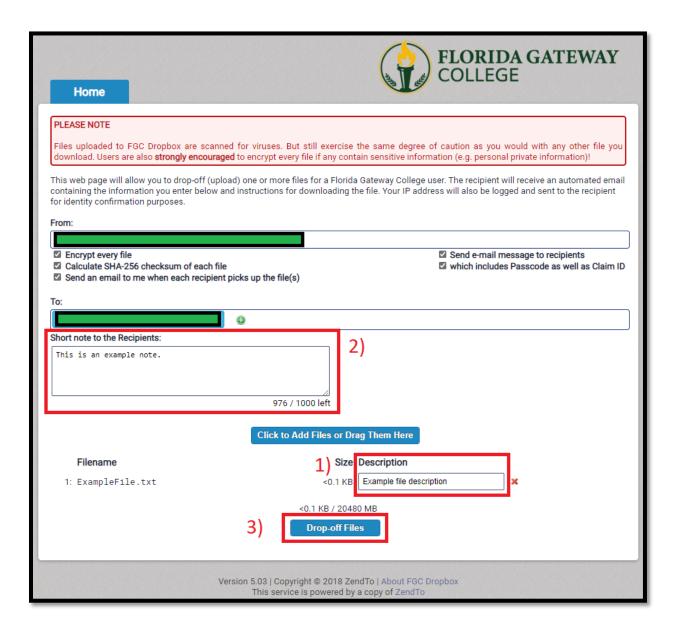


Step 8. After uploading your files:

- 1) Enter a brief description of each item.
- 2) Type your organization's name and ITB # RR-24-1-02 RE-ROOFING OF MULTI-USE FACILITY

When done:

3) click the **Drop-off Files** button to submit your files.



Step 9. You will then be presented with the Drop-Off Summary.

