

- (c) Pursuant to §286.0113, Fla. Stat., if the District rejects all Qualifications Submittals and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1), Fla. Stat., and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Qualifications Submittals.
- (d) Following the evaluation process, the District will submit the final ranking to the Governing Board for approval and that competitive negotiations be instituted, except for those instances in which the authority to negotiate, approve, and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the Evaluation Committee's final ranking.
- (e) Contract negotiations will then commence with the highest-ranked Respondents. If negotiations fail with the highest-ranked Respondent(s), negotiations will proceed with the other Respondents in ranked order.
- (f) If two or more submissions are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent whose Proposal contains commodities manufactured, grown, or produced within the state of Florida pursuant to §287.082, Fla. Stat.; or (3) by lot.
- (g) The Agreement will be awarded to the highest-ranked Respondent(s), which successfully concludes negotiations with the District (the "Successful Respondent[s]"). The Agreement(s) may be modified based on the District's acceptance of any alternatives listed in this RFQ that the District deems in its best interest.
- (h) The District reserves the right to award the Agreement to the next highest-ranked Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- (i) All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in the paragraph entitled "NOTICES AND SERVICES THEREOF."

## **19. WITHDRAWAL OF SUBMITTAL**

Respondent may withdraw its Submittal, if it submits such a written request to the District prior to the designated date and hour of opening of Submittal. Respondent may be permitted to withdraw its Technical Proposal no later than 72 hours after the Submittal opening for good cause, as determined by the District in its sole judgment and discretion.

## **20. EXECUTION OF AGREEMENT**

The submission of a Submittal binds the Successful Respondent to perform the Work upon acceptance and execution of the Agreement by the District.

Unless all Responses are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- (a) A completed Internal Revenue Service Form W-9;
- (b) Satisfactory evidence of all required insurance coverage;