

0030000 AWARD AND EXECUTION OF CONTRACT
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Comments: (9-25-15)

Section 3-5.1

Last Sentence: This sentence should read:

“Ensure that the Surety’s Florida Licensed Insurance Agent’s name,....”

Response: Thank you for the review and comment.
Change made.

Contracts Administration Office
414-4100

Comments: (10-5-15)

Add a reference to the Contract Bond form to 3-5.1.

Response: Thank you for the review and comment.
Change made.

Chad Rucks
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Comments: (10-20-15)

General Comment: Throughout the document the “C” before contract are both Capitalized and lowercased. It’s my understanding that the Capital “C” is used to specify the specific contract being discussed where the lowercase is used to describe general contract situations. However, there are some instances where a Capital is used, where a lowercase may be more appropriate. For example see Section 2-1 (1) and (2) where “a bid on a Contract” is being discussed (thus a general condition and a lowercase “c” seems more appropriate). Suggest reviewing all uses of the word “Contract” to ensure the proper capitalization is used for each.

Response: Thank you for the review and comment. All references to “Contract” vs. “contract” will be reviewed and modified accordingly.

Section 3-2 Award of Contract: Where “Contractor” was replaced with “Bidder” I suggest adding the words “lowest responsible” before “Bidder”. This would help explain that not all the bidders would have to provide proof of authorization to conduct business in the State of Florida and the Department would only have to verify the lowest bidder’s maximum capacity rating.

Response: Thank you for the review and comment. The reference to “Bidder” is correct.
No change made.

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Comments: (10-23-15)

1. Throughout the document: Replace the word “Surety” with “Surety Company” in order to ensure full clarity. This change will resolve any misinterpretations for those relating to surety as the bond.

Response: Thank you for the review and comment. The term “Surety” is defined in Section 1-3 as follows:

“The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.”

As such the correct term is used throughout this section.
No change made

2. 3-5.2: Change the word “Surety” in the title to “Contract Bond”

Response: Thank you for the review and comment. Section 3-5.2 addresses the acceptability of the Surety (as defined in Section 1-3. As such, the reference is correct.
No change made.

3. 3-5.2, 7th line: Capitalize “company”

~~→ 3-5.2: Continued Acceptability of Surety: Provide a ~~surety~~ Contract ~~B~~ Bond that remains acceptable to the Department throughout the life of the Contract. In the event that the ~~S~~ Surety executing the Contract ~~B~~ Bond, although acceptable to the Department at the time of execution of the Contract, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause that becomes apparent after the Department's initial approval of the company, then the Department may require that the Contractor immediately replace the ~~surety~~ Contract ~~B~~ Bond with a similar Contract ~~B~~ Bond ~~drawn on~~ issued by a ~~S~~ Surety company that is reliable and acceptable to the Department. In such an event, the Department will bear all costs.~~

Response: Thank you for the review and comment. The term “Surety” is defined in Section 1-3 as follows:

“The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.”

As such the correct term “Surety” is used. All references to “company” in 3-5.2 and 3-5.4 will be deleted.
