

State of Florida
Department of Transportation
District Five
Contractual Service Office MS# 524
719 South Woodland Boulevard
DeLand, Florida 32720-6834

INVITATION TO BID REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
TO THE ABOVE ADDRESS, FAX (850) 412-8092 OR E-MAIL TO THE BELOW ADDRESS**

Bid Number: ITB-DOT-12-13-5008-HVAC-RE-AD

Title: HVAC SYSTEM PREVENTATIVE MAINTENANCE

Bid Due Date & Time: July 2, 2013 12:00P.M. Opening Date & Time: July 2, 2013 at 2:00 P.M.

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and E-Mail this sheet only to the Florida Department of Transportation Procurement Office at the address below, or mail to the address noted above.

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com, under this bid number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Initiate Search). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____ FEID No. _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax Number: (____) _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: Tammy Hodgkins, CPPB, BAS (386) 943-5513, Email address: tamara.hodgkins@dot.state.fl.us .

PRICE PROPOSAL
ITB-DOT-12-13-5008-HVAC-RE-AD

LOCATION #1, Deland District Office Complex – 719 S. Woodland Blvd., DeLand, FL 32720:

Quarterly price to perform the Preventative Maintenance Program as outlined in the Scope of Services.

1st Quarter \$ _____
2nd Quarter \$ _____
3rd Quarter \$ _____
4th Quarter \$ _____

TOTAL ANNUAL PRICE: \$ _____

LOCATION #2, Orlando Office Complex – 133 S. Semoran Blvd., Orlando, FL 32807:

Quarterly price to perform the Preventative Maintenance Program as outlined in the Scope of Services.

1st Quarter \$ _____
2nd Quarter \$ _____
3rd Quarter \$ _____
4th Quarter \$ _____

TOTAL ANNUAL PRICE: \$ _____

***TOTAL BID PRICE FOR BOTH LOCATIONS = \$ _____**

*The Total Bid Price will be used to determine the contract award

UNIT RATES SHALL APPLY TO THE INITIAL CONTRACT TERM AND ANY RENEWAL PERIODS.

NOTE: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions. The terms and conditions of this Invitation to Bid are not negotiable and the selected firm will be bound by contract to those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: _____ FEID# _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

EXHIBIT “A”
ITB-DOT-12-13-5008-HVAC-RE-AD
SCOPE OF SERVICES
HVAC SYSTEMS
PREVENTATIVE MAINTENANCE

PURPOSE:

The Florida Department of Transportation requires the service of a qualified HVAC Contractor to perform preventative maintenance and repair for the HVAC systems located at the two locations shown below.

QUALIFICATIONS:

1. Contractor must be actively engaged in the HVAC business for a minimum of 5 years
2. Contractor must provide Florida Business license.
3. Contractor must provide Mechanical/HVAC license per 489 F.S.
4. Contractor must have hands on working experience with Trane equipment and Trane Operation Systems.
5. Contractor must be authorized Mitsubishi “Diamond” dealer/installer at the time bid and for the duration of the contract.

PROJECT LOCATIONS:

Location No. 1 – Deland District Office Complex – 719 S. Woodland Blvd., Deland, FL 32720
Location No. 2 – Orlando Office Complex – 133 S. Semoran Blvd., Orlando, FL 32807

SCOPE OF WORK:

A – Preventative maintenance inspections and repairs program, will be rendered four (4) times each year at regular intervals in accordance with the applicable schedules attached. Inspection and repair services will be provided on all HVAC units and directly associated components.

B – Contractor shall provide written reports, after each quarterly preventative maintenance inspection(s). Reports are to be submitted to the Facilities Management personnel, located at each facility, reports are to state what the Contractor recommends as changes to the existing systems, repair parts replacements, condenser cleaning and other relevant changes.

C – All work under this Contract will be performed during normal working hours of the Department, which are normally 8:00 am to 5:00 pm, Monday thru Friday, unless the Department and Contractor mutually agree upon a schedule different than the normal working schedule.

D – Florida Department of Transportation (FDOT) will provide reasonable means of access to all equipment covered by this contract. Contractor will be free to start and stop all primary equipment incidentals to the operation of the mechanical system(s), as arranged with the Department's Facilities Management Personnel located at each facility.

EQUIPMENT REPAIRS:

For any repairs required beyond the normal Preventative Maintenance, the Contractor may provide a written price quote to the local Facilities Manager that states the hourly rate for all personnel, including but not limited to the journeyman and apprentices, the cost of the replacement part and shipment charges (if any), for all repairs to be performed to the Department's HVAC equipment. The invoice shall be mailed to the address shown in "Exhibit "B", Method of Compensation".

SUMMARY

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Section "3" – Building Maintenance Management System – Page

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Section "8" – Itemized List of HVAC equipment located at location # (1) - Pages

Section "9" – Itemized List of HVAC equipment located at location # (1) - Pages

SECTION "1"

POWERED VENTILATOR SCHEDULE

Contractor will furnish maintenance for the Ventilator and Exhaust equipment covered by this agreement as indicated below:

1. **ANNUAL WINTER MAINTENANCE** – Once a year (February), a thorough proactive maintenance schedule will be performed including the following:
 - a. Inspect fan wheels.
 - b. Inspect drive sheaves.
 - c. Lubricate all bearing surfaces as required.
 - d. Check belt alignment and tension.
 - e. Check motor and bearing mounts.
 - f. Check motor operating voltage, current and temperature.
 - g. Check vortex vanes, linkage and actuator (where applicable).
 - h. Inspect electrical connections at motors and disconnect tighten if necessary.
 - i. Install new belts.
 - j. Clean and wash all intake louvers.

2. **SCHEDULE PROACTIVE MAINTENANCE** – Three (3) inspections (August, November & May) during the operating season will be made and include the following:
 - a. Check belt tension and replace belts as necessary.
 - b. Lubricate all points as required by the manufacturer.
 - c. Check exposed duct system for leaks.
 - d. Check for any excessive noise or vibration and correct as needed.

3. ADDITIONS AND EXCEPTIONS:

Belts to be installed as part of this agreement shall be provided by Contractor.

SECTION "2"

VAV SCHEDULE

VAVs and Fan Powered VAVs with heat

Contractor will furnish maintenance for the air handling and distribution equipment covered by this agreement as indicated below:

1. ANNUAL WINTER MAINTANTENCE – Once a year (February), a thorough proactive maintenance schedule will be performed including the following:
 - a. Inspect electrical connections to be sure that they are secure and tight.
 - b. Inspect ductwork for leakage or unnecessary movement repair as required.
 - c. Lubricate fan motors with non-detergent oil.
 - d. Ensure that fan and reheat operate as per control settings.
 - e. Check calibration of the volume regulator, if supplied.
 - f. Clear the fan housing and air valve casing of any debris that might obstruct fan blade or valve damper travel.
 - g. Check for loose gaskets or duct connections that could interfere with valve damper travel.
 - h. Recalibrates to design specifications.
 - i. Replace filters at fan intake.
2. SCHEDULE PROACTIVE MAINTENANCE – Three (3) inspections (August, November & May) during the operating season will be made and included the following:
 - a. Replace filter at fan intake.
 - b. Modulate the thermostat control to verify proper control and air valve operation.
 - c. Check and repair ductwork connections as required.
 - d. Check and repair electrical connections as required.
3. ADDITIONS AND EXCEPTIONS:

Replacement filters shall be provided by Contractor. See Sections "8 & 9" for list of filter sizes and quantity required.

SECTION "3"

BUILDING MAINTENANCE MANAGEMENT SYSTEM

Contractor will furnish maintenance for the Control System equipment covered by this Service Agreement to include the services listed below:

1. ANNUAL MAINTENANCE – Once a year (February), the following proactive maintenance service will be performed in addition to the regular schedule of PM inspection services.
 - a. Calibrate major system controls.
 - b. Check system operating sequences.
 - c. Clean control panels. (Wipe panel surfaces with cleaning cloth and blow dust out of panels and cabinets with compressed gas.)
 - d. Measure and record primary and secondary voltage of system transformer or power supply on primary control system.

2. SCHEDULE PROACTIVE MAINTENANCE – Three (3) inspections (August, November & May) during the operating season will be made to include the following:
 - a. Visually check control valves for proper operation.
 - b. Visually check linkage and dampers, lubricate as/where needed.
 - c. Check time clock setting and changeover control set points.
 - d. Inspect changeover control and record the mode system it's in at the time of inspection. Correct as necessary. Record outside ambient temperature and indoor space temperature.
 - e. Check and calibrate operating controls as required.

3. WRITTEN REPORTS – Provided to Facilities Management following each regular inspection or emergency call.

SECTION "4"

ICE MACHINES

Preventative maintenance and service will be required on the three (3) ice machines and bins located at the two FDOT locations. Inspection, cleaning and sanitation services as per manufacturer's recommendations and schedules are required but shall be no less than that specified below. If the manufacturer's recommended service schedule exceeds that listed below, the contractor will follow the factory schedule.

1. Any condenser filters shall be cleaned and/or replaced as needed quarterly.
2. Condensers shall be inspected quarterly and cleaned as per factory recommendations.
3. The contractor shall clean and sanitize all ice machines as per the manufacturer's recommended schedule but no less than once every six (6) months.
4. In line water filters shall be replaced by the owners' maintenance staff if so equipped.

District Office

(1) Manitowoc	Model #	Serial #
	SN12	110638883
(1) Manitowoc	QX0284A	020566446

Orlando Urban Office

(1) Manitowoc	Model #	Serial #
	SD0452A-161	110667447

SECTION "5"

AIR HANDLING UNIT SCHEDULE

Contractor will furnish maintenance for the air handling equipment covered by this agreement as indicated below:

1. ANNUAL WINTER MAINTENANCE – Once a year (February), a thorough proactive maintenance schedule will be performed including the following:
 - a. Inspect coils and clean as required.
 - b. Inspect drain pans and piping.
 - c. Inspect fan wheels.
 - d. Inspect drive sheaves.
 - e. Check belt tension and alignment, replace belts if necessary.
 - f. Lubricate as required per manufacturers recommendations.
 - g. Check bearings and motor mounts.
 - h. Check motor operating voltage and amperage.
 - i. Adjust (where applicable) inlet vanes and dampers, as needed.

2. SCHEDULED PROACTIVE MAINTENANCE – Three (3) inspections (August, November & May) during the operating season will be made and include the following:
 - a. Check belt tension.
 - b. Lubricate as required per manufacturers recommendations.
 - c. Check bearing and motor mounting.
 - d. Check any excessive vibration or noise and correct as required.
 - e. Inspect condensate removal system for proper operation.

3. ADDITIONS AND EXCEPTIONS:

Providing of filters and filter replacement will be performed by Contractor as required by operating conditions, minimum of every Quarterly PM Inspection.

Contractor shall place algaecide blocks, in each air handling unit at least every six (6) months or as required for proper maintenance. Algaecide blocks shall be of adequate size to properly control the growth of algae in the drain system.

SECTION "6"

CONDENSING UNIT SCHEDULE

Contractor will furnish maintenance for the condensing units covered by this agreement as indicated below:

1. ANNUAL PROACTIVE MAINTENANCE – Once a year (February) a thorough proactive maintenance schedule will be performed including the following:
 - a. Provide equipment for performing a refrigerant leak test.
 - b. Perform a thorough refrigerant leak test of all units and record.
 - c. Check compressor oil level (semi-hermetic compressors) and record.
 - d. Check suction and discharge pressures and record.
 - e. Check superheat and sub cooling and record.
 - f. Inspect and clean condenser coils as required.
 - g. Check motor mounting brackets.
 - h. Check motor operating current and voltage and record.
 - i. Inspect fan blades for damage or cracks.
 - j. Check unit mounting dampers for correct position and operation.
 - k. Check operation of safety and operation controls.
 - l. Inspect fan blades for damage or cracks.
 - m. Inspect and tighten electrical connections.
 - n. Inspect and tighten fan set screws.
 - o. Check control system for correct sequence of operation.
 - p. Complete a checklist of maintenance procedures performed.
 - q. Submit a written report of the condition of equipment.

2. SCHEDULE PROACTIVE MAINTENANCE – Three (3) inspections (August, November & May) during the operating season will be made and included the following:
 - a. Check compressor operating current and voltage and record.
 - b. Check suction and discharge temperatures and record.
 - c. Inspect condenser coil, fan motor, and blade.
 - d. Lubricate as required per manufacturers recommendation.
 - e. Inspect electrical connections.
 - f. Check equipment and complete a log of operating conditions.
 - g. Analyze log reading and make minor adjustments as needed.

SECTION "7"

ROOFTOP PACKAGE AIR CONDITIONER SCHEDULE

Contractor will furnish maintenance for the Trane Rooftop Package units covered by this agreement as indicated below:

1. ANNUAL PROACTIVE MAINTENANCE – Once a year (February) a thorough proactive maintenance schedule will be performed including the following:
 - a. Provide equipment for a refrigerant leak test.
 - b. Perform a thorough refrigerant leak test and record results.
 - c. Check compressor oil level (semi-hermetic compressors) and record.
 - d. Check suction and discharge pressures and record.
 - e. Check superheat and sub cooling and record.
 - f. Inspect and clean drain pans as required install algaecide blocks.
 - g. Inspect and clean evaporator and condenser coils as required and record.
 - h. Check motor mounting brackets.
 - i. Check motor operating current voltage and record.
 - j. Inspect fan blades and blower wheels for damage or cracks.
 - k. Check unit mounting dampers for correct position and operation.
 - l. Check operation of safety and operating controls.
 - m. Lubricate all bearings per manufacturers' recommendations.
 - n. Inspect and tighten electrical connections.
 - o. Inspect and tighten fan and sheave set screws.
 - p. Inspect unit mounted heat strip electrical connections.
 - q. Check heat strip operating current and voltage and record.
 - r. Check control system for correct sequence of operation.
 - s. Inspect Variable Frequency Drives (VFD) for proper operation.
 - t. Complete a checklist of maintenance procedures performed.
 - u. Submit a written report of the condition of equipment.

2. SCHEDULE PROACTIVE MAINTENANCE – Three (3) inspections (August, November & May) during the operating season will be made and include the following:
 - a. Inspect drain pan, blower wheel and cooling coil.
 - b. Inspect condensation removal system.
 - c. Inspect blower motor, sheave and belt.
 - d. Check belt tension.
 - e. Inspect condenser coil, fan motors and blades.
 - f. Inspect electrical connections.
 - g. Check suction and discharge temperatures.
 - h. Lubricate as required per manufacturers recommendations.
 - i. Inspect Variable Frequency Drives (VFD) for proper operation.
 - j. Check equipment and complete a log of operating conditions.
 - k. Analyze log readings and make minor adjustments as needed.

3. ADDITIONS AND EXCEPTIONS :

Providing of filters and filter replacement will be performed by Contractor for all rooftop package units and split systems. Contractor shall place algaecide blocks, provided by Contractor, in each air handling unit every six (6) months or as required for proper maintenance.

SECTION "8"
HVAC UNITS – LOCATION NUMBER 1

DELAND DISTRICT OFFICE FACILITY
Roof Top Units

1	Trane	(75T)	SXHFC7540700CB89B701100000G00000RTOY8000
3	Trane	(60T)	SXHFF6040A00C89B701100000G00000RTOY8000
Filter requirements for above units – 35 each			16"x20"x2" pleated
65	Trane		Model# VAV-M-3 Variable air volume units (new)
17	Trane		Model# VAV-IN-23 Variable air volume units (annex)
45	Trane		Model# VAV-IN023 Fan powered units w/electrical heat
Filter requirements for the above units – 39 each			15"x20"x1"
		6 each	12"x16"x1"
1	Trane		Model# TTA150B400 Data Center Condensing unit
			Serial# G44198507 (on roof)
1	Trane		Model# TWE180B Data Center Air handler unit
			(2nd floor)
Filter requirements for the above unit – 8 each – 15"x20"x2"			
4	Trane		Model# TTR018C100 Electrical Room Condensing units
	#1		Serial# H20245096 (on roof)
	#2		Serial# H21256362
	#3		Serial# H20245044
	#4		Serial# H21282328
4	Trane		Model# TWH018B Electrical Room Air handler units
			(In ceiling)
Filter requirements for the above units – 4 each – 20"x20"x1"			
1	Carrier		Model# 50AH048620 Package unit (in 1 st fl ceiling)
	AC#1		Serial# 3292G42202 (Communication Rooms)
Filter requirements for the above units – washable type.			
4	Centri Master		Model# PNN245K Exhaust fans (rest rooms, kitchen,
			Serial# ZQB470601 elevator and print shop) 1.5HP
1	Trane		Tracer Summitt17.00.0103 DCC control system
3	Trane		PCM Programmable control modules
Main Rooftop Exhaust fan			Model #: Dayton 36Y68G

HVAC UNITS – ELEVATOR CORE

1 Mitsubishi Model# (See District Annex 2nd Floor)
Filter requirements for the above unit – 2 each – 20"x20"x1"

HVAC UNITS – ALABAMA WAREHOUSE

1 Trane Model# TTA120B300EA Condensing Unit
Air Handler – TWE120D300EL
Filter requirements – 4 – 16"x25"x1"

HVAC UNITS - COM ROOM

2nd Floor Com Room Mitsubishi mini split Model #: MU-A09WA
Filter requirements for the above unit – washable filter

1st Floor Com Room Fujitsu mini split Model #: A0U96Q
Filter requirements for the above unit – washable filter

HVAC UNITS – PARKING GARAGE STORAGE

1 Mitsubishi Split System Model#: PUMY-P48NHMU
(2) Evaporators with washable filters
1 Mitsubishi Split System Model #: MUY-D36NA-1
(1) Evaporator with washable filter

HVAC UNITS – DISTRICT ANNEX

1 Trane Model# TTA240B400BC Condensing Unit
Serial# L0221PRAH (First Floor)

1 Trane Model# MCCA014CAGOEFOA Air Handling Unit
Serial# K96K910229 (First Floor)
Filter requirements for the above units – 3 each – 20"x20"x2" Pleated
3 each – 16"x20"x2" Pleated

1 Mitsubishi Split System Model #: PURY-P120TJMUR
9 Mitsubishi Evaporators (12) 20x20x1 filters
(Second Floor)

1 Trane Model# 4TWA3060B4000A Condensing Unit
AHU# TWE061D400A (Second Floor) Split System

1 Trane Model# TTA0720400AC Condensing Unit
 Serial# I391-165SFF (Third Floor)

1 Trane Model# TWE090A300BB Air Handling Unit
 Serial# L3915435H (Third Floor)

Filter requirements for the above units – 3 each - 16"x25"x1"

RADIO TOWER BUILDING #5027

1 Frigidaire Model# LRA187MT2 Wall/Window Unit
 Serial# KK21654230

Filter requirement for the above unit – washable filter

STORAGE BUILDING #5003

Filter requirement for the above unit – washable filter

Fujitsu Mini Split Model #: OU24RLQ
 Washable filter (Book Room)

1 RHEEM Model# 13AJ2401 Condensing Unit

1 RHEEM Model# RHSL-IM4821JA Air Handling Unit
 (10Kw Electric Heat)

Filter requirements for the above units – 1 each – 20"x22"x1"

Serial# GDN011459

RTU #5 Trane Model# TSH210F3R0A000 FHP Chief and Majors
Serial# 130310602D Areas & Storage, Areas &
Filter requirements for the above unit – 2 each – 20"x20"x2" Location
4 each – 20"x25"x2"

RTU #6 Trane Model# TCH240B30BFB FHP Troop D Area
Serial# P20101653D Lobby & Office Area
Filter requirements for the above unit – 8 each – 20"x25"x2"

RTU #7 Trane Model# TCH210C30BBB Conf. Rooms & Office
Serial# P21100777D Areas/Comm. Room
Filter requirements for the above unit – 8 each – 20"x25"x2"

RTU #8 Trane Model# TFH150C30BBB Receptionist Area
Serial# P21100774D
Filter requirements for the above unit – 4 each – 20"x25"x2"

RTU #9 Trane Model# TCH300B30FFB FHP Troop D Office Area
Serial# P20101654D
Filter requirements for the above unit – 8 each – 20"x25"x2"

RTU #10 Trane Model# TCD150C30BBB Rest Rooms & Break Room
Serial# P20101645D
Filter requirements for the above unit – 3 each – 16"x20"x2"

RTU #16 Trane Model# TTB030C100A2
Serial# 2186KR05F
Filter requirements for the above unit – 20"x20"x1"

RTU #18 Trane Model# TTB036C100A2
Serial# 218502M5F

RADIO REPAIR SHOP

CU – 1 Trane Model# TTB060D100A0 Office and Repair Area
Serial# PO621D7FF

AHU – 1 Trane Model# TWE060D15DB0 Shop Area
Serial# P1050621V
Filter requirements for the above units – 1 each – 22"x25"x1"

CU – 2 Trane Model# TTP036D100AD Shop Area
Serial# P274R4X2F

AHU – 2 Trane Model# TWE036013F30 Shop Area

Serial# P202RB91V

Filter requirements for the above units – 1 each – 20"x20"x1"

RETURN AIR FILTER SIZES

6 each – 10"x10"x1"

1 each – 12"x12"x1"

14 each – 10"x22"x1"

8 each – 20"x20"x1"

EXHAUST FANS AND FILTER SIZES

Ref No. 1	Room # 172 & 173	Model# GB-90-4-X Serial# 99C27143
Ref No. 2	Room # 166 & 167	Model# GB-100-3-X Serial# 99D00592
Ref No. 3	Room # 112 & 113	Model# GB-100-4-X Serial# 99D00593
Ref No. 4	Room # 147A & 147B	Model# 70C2B Serial# 99D00598

1 each – 6"x6"x1"

1 each – 8"x8"x1"

VARIABLE AIR VOLUME TERMINALS

RTU No. 1	Tag No. 1.1	Model# VCEE24200
RTU No. 1	Tag No. 1.2	Model# VCEE24200
RTU No. 2	Tag No. 2.1	Model# VCEE17200
RTU No. 2	Tag No. 2.2	Model# VCEE17200
RTU No. 2	Tag No. 2.3	Model# VCEE17200
RTU No. 2	Tag No. 2.4	Model# VCEE06200
RTU No. 3	Tag No. 3.1	Model# VCEE24200
RTU No. 3	Tag No. 3.2	Model# VCEE06200
RTU No. 3	Tag No. 3.3	Model# VCEE06200
RTU No. 3	Tag No. 3.4	Model# VCEE06200
RTU No. 4	Tag No. 4.1	Model# VCEE03200
RTU No. 4	Tag No. 4.2	Model# VCEE11200
RTU No. 4	Tag No. 4.3	Model# VCEE24200
RTU No. 4	Tag No. 4.4	Model# VCEE24200
RTU No. 4	Tag No. 4.5	Model# VCEE17200
RTU No. 4	Tag No. 4.6	Model# VCEE11200
RTU No. 5	Tag No. 5.1	Model# VCEE11200

RTU No. 5	Tag No. 5.2	Model# VCEE11200
RTU No. 5	Tag No. 5.3	Model# VCEE11200
RTU No. 5	Tag No. 5.4	Model# VCEE11200
RTU No. 5	Tag No. 5.5	Model# VCEE11200
RTU No. 5	Tag No. 5.6	Model# VCEE11200
RTU No. 5	Tag No. 5.7	Model# VCEE24200
RTU No. 5	Tag No. 5.8	Model# VCEE17200
RTU No. 5	Tag No. 5.9	Model# VCEE11200
RTU No. 6	Tag No. 6.1	Model# VCEE24200
RTU No. 6	Tag No. 6.2	Model# VCEE11200
RTU No. 6	Tag No. 6.3	Model# VCEE17200
RTU No. 6	Tag No. 6.4	Model# VCEE11200
RTU No. 6	Tag No. 6.5	Model# VCEE17200
RTU No. 7	Tag No. 7.1	Model# VCEE11200
RTU No. 7	Tag No. 7.2	Model# VCEE11200
RTU No. 7	Tag No. 7.3	Model# VCEE11200
RTU No. 7	Tag No. 7.4	Model# VCEE11200
RTU No. 7	Tag No. 7.5	Model# VCEE11200
RTU No. 7	Tag No. 7.6	Model# VCEE11200
RTU No. 7	Tag No. 7.7	Model# VCEE11200
RTU No. 7	Tag No. 7.8	Model# VCEE11200
RTU No. 9	Tag No. 9.1	Model# VCEE24200
RTU No. 9	Tag No. 9.2	Model# VCEE24200
RTU No. 9	Tag No. 9.3	Model# VCEE03200
RTU No. 9	Tag No. 9.4	Model# VCEE06200
RTU No. 9	Tag No. 9.5	Model# VCEE11200
RTU No. 9	Tag No. 9.6	Model# VCEE17200
RTU No. 9	Tag No. 9.7	Model# VCEE11200
RTU No. 9	Tag No. 9.8	Model# VCEE11200
RTU No. 9	Tag No. 9.9	Model# VCEE06200
RTU No. 9	Tag No. 9.10	Model# VCEE11200
RTU No. 9	Tag No. 9.11	Model# VCEE24200

The attached Department of Management Services firm PUR 1000 is hereby incorporated into this Scope of Services by this reference, except that the following paragraphs do not apply: 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the Contract. That substance located elsewhere continues to apply regardless of this exception paragraph.

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

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27. Purchase Order Duration.
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- 43. Cooperative Purchasing.
- 44. Waiver.
- 45. Annual Appropriations.
- 46. Execution in Counterparts.
- 47. Severability.

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

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

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

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

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

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

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of

Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall,

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

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

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

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

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

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

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

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other

exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

~~**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

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

~~**21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.~~

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

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

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

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

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

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

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

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

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

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

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

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

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

~~provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

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

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

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

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

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

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

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

~~payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

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

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

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

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

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

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

VENDOR DATA SHEET
ITB-DOT-12-13-5008-HVAC-RE-AD

CORPORATE INFORMATION

DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): _____
(State Purchasing System (SPURS) Vendor Number)

VENDOR NAME: _____

CORPORATE STRUCTURE: (Inc./LLC): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

INTERNET WEBSITE URL: _____

LOCAL OFFICE INFORMATION, (If other than above)

CONTACT NAME: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

ITB Requirements

1) REGISTERED IN MYFLORIDAMARKETPLACE: (Y/N) _____ Attach Proof

2) AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA(Y/N) _____ Attach Proof

3) LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (Y/N) _____ Attach Proof

4) REGISTERED WITH THE DEPARTMENT OF CORPORATIONS: (Y/N) _____ Attach Proof

(Signature in Ink)

(Title)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION
ITB-DOT-12-13-5008-HVAC-RE-AD

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified 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, 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

(Signature in Ink)

(Date)

(Print)

(Firm)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION
ITB-DOT-12-13-5008-HVAC-RE-AD

PROCUREMENT NO. ITB-DOT-12-13-5008-HVAC-RE-AD FINANCIAL PROJECT NO. _____

DESCRIPTION: HVAC SYSTEM PREVENTATIVE MAINTENANCE

I, _____
(NAME) (TITLE)
of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Certified Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to certified MBE(s), the firms considered as proposed sub-consultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUB-CONSULTANTS/CONTRACTORS TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____
Title: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
 SCRUTINIZED COMPANIES LISTS
 ITB-DOT-12-13-5008-HVAC-RE-AD**

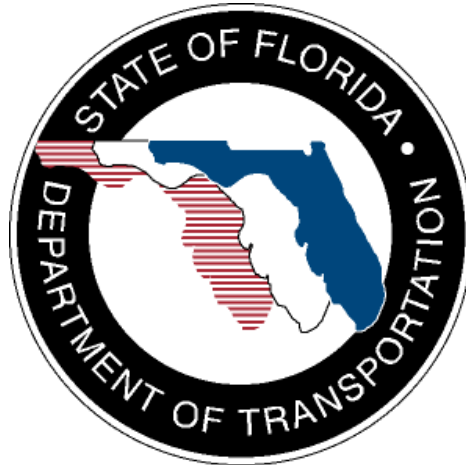
Respondent Vendor Name: _____
 Vendor FEIN: _____
 Vendor's Authorized Representative Name and Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____
 Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
 who is authorized to sign on behalf of the above referenced company.
 Authorized Signature Print Name and Title: _____

**State of Florida
Department of Transportation**



INVITATION TO BID

HVAC SYSTEM PREVENTATIVE MAINTENANCE
ITB-DOT-12-13-5008-HVAC-RE-AD

CONTACT FOR QUESTIONS:

Tammy Hodgkins, CPPB, BAS
tamara.hodgkins@dot.state.fl.us
Fax: (850) 412-8092
Phone: (386) 943-5513

State of Florida
Department of Transportation
District Five
Contractual Service Office MS# 524
719 South Woodland Boulevard
DeLand, Florida 32720-6834

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide a qualified HVAC Contractor to perform preventative maintenance and repairs for the HVAC systems located at the two locations as described in Exhibit "A", Scope of Services, attached hereto and made a part hereof. It is anticipated the Department will write one (1) agreement for a three (3) year period with an option to renew if mutually agreed upon.

For the purpose of this document, the term "bidder" means the bidder acting on their own behalf and those individuals, partnerships, firms, or corporations comprising the bidder team. The term "bid package" means the complete response of the bidder to the Invitation to Bid, including properly completed forms and supporting documentation. After the award, said bidder will be referred to as the "Vendor".

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
ADVERTISEMENT DATE	June 13, 2013	4:00 PM
MANDATORY PRE-PROPOSAL WALK THROUGH DeLand Office Complex 719 South Woodland Blvd DeLand, Florida 32720	June 19, 2013	10:00 AM
MANDATORY PRE-PROPOSAL WALK THROUGH Orlando Office Complex 133 S. Semoran Blvd. Orlando, FL 32807	June 20, 2013	10:00 AM
DEADLINE FOR TECHNICAL QUESTIONS	June 25, 2013	12:00 PM
RESPONSES TO QUESTIONS POSTED	June 26, 2013	2:00 PM
BIDS DUE - Florida Department of Transportation District Five Offices, 719 S. Woodland Blvd DeLand, Fl. 32720 (386) 943-5513	July 2, 2013	12:00 PM

PUBLIC OPENING - **July 2, 2013** **2:00 PM**
Seminole County Conference Room,
Fourth Floor, District Five Offices,
Florida Department of Transportation
719 S. Woodland Blvd
DeLand, Fl. 32720 (386) 943-5513

SELECTION MEETING TO SUMMARIZE **July 8, 2013** **8:15 AM**
EVALUATIONS AND DETERMINE ANTICIPATED AWARD
Florida Department of Transportation
Secretary's Conference Room, fourth floor
719 South Woodland Boulevard, DeLand, Florida 32720-6834

POSTING OF INTENDED DECISION/AWARD - **July 9, 2013** **2:00 PM**
Public Meeting Agenda for the Bid Opening

- Opening Statement and Introductions
- Open and read sealed bids received timely
- Read the name of each bidder and their bid price; record on tabulation sheet(s)
- Adjourn

Agenda – Public Meeting for the Selection Committee to Determine the Intended Award
Starting Time, See “Timeline” section

- Opening Comments, Introductions
- Review all bids submitted
- Announce Intended Award
- Announce time and date for the posting of the Intend to Award.
- Adjourn

3) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 20). All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

2) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

All questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

ALL TECHNICAL and ADMINISTRATIVE QUESTIONS

All questions must be submitted in writing to: Mrs. Tammy Hodgkins, CPPB, BAS, Email address: tamara.hodgkins@dot.state.fl.us and cc: Mr. Daniel Deily at daniel.deily@dot.state.fl.us. Questions submitted by 12:00 P.M. (EST) on Tuesday, June 25, 2013, will be responded to by the Department. Questions sent after the deadline will not be answered. When, in the sole judgment of the Department, responses to questions require revisions to any procurement related document, an appropriate addendum will be posted on the VBS website.

3) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (addenda) will be posted on the Florida Vendor Bid System at (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All addenda will be acknowledged by signature and subsequent submission of addenda with bid when so stated in the addenda.

4) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

5) **SCOPE OF SERVICES**

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

6) **INTENDED AWARD**

Based on the Bid Price Proposed, the Department intends to award a contract to the lowest responsive and responsible bidder. If the Department is confronted with identical pricing or scoring from multiple bidders, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

7) **MANDATORY PRE-PROPOSAL WALK THROUGH**

A **MANDATORY** pre-proposal walk through of the DeLand Office Complex will be held at the date, time, and location in the Timeline (page 9). Also, a **MANDATORY** pre-proposal walk through of the Orlando Office Complex will be held at the date, time, and location in the Timeline (page 9). The purpose of these meetings is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential proposers regarding the scope of services, ITB requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting addenda to the ITB will be at the sole discretion of the Department.

Attendance at this pre-bid conference is MANDATORY. Failure by a bidder to attend or be represented at this pre-bid conference will constitute a non-responsive determination of their bid package. Bids found to be non-responsive will not be considered.

8) **QUALIFICATIONS**

8.1 **GENERAL**

The Department will determine whether the Bidder is qualified to perform the services being contracted based upon their bid demonstrating satisfactory experience and capability in the work area. The Bidder shall identify necessary experience with this type of service, experienced personnel and facilities to support the activities associated with this bid on form No. 4, Qualifications Statement.

Vendor must meet the following minimum qualifications: See Exhibit "A"

- 8.1.1 Been actively engaged in the type of business being requested for a minimum of 5 years.
- 8.1.2 Qualified and Certified under 489 F.S.
- 8.1.3 Contractor must provide Florida Business license.
- 8.1.4 Contractor must provide Mechanical/HVAC license.

8.1.5 Contractor must have hands on working experience with Trane equipment and Trane Operating Systems.

8.1.6 Contractor must be authorized Mitsubishi “Diamond” dealer/installers at the time bid and for the duration of the contract.

8.1.7 EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise accepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the bid package.

8.2 BIDDER QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement (“Qualifications Statement” Form No. 4), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition section 8. Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.

8.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

8.4 LICENSED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

If the service being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses must be obtained prior to submitting a Proposal. Failure to obtain the required authorization by the deadline will result in the Proposer being declared non-responsive and the contract award being made to the next ranked Proposer. For licensing information contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

The Proposer must submit in a separate section of the Bid Price Proposal marked Required Forms and Certifications, copies of any and all Licenses, Registrations and/or Certifications that apply to the work described in Exhibit “A”, Scope of Services.

8.5 FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions. This is needed before the contracts are awarded.

8.6 UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

8.7 SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

ITB responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists. The Form should be submitted with the Price Bid. Additionally each firm's eligibility will be verified through the Federal Governments Excluded Parties List System, if the system reports that the firm is on one of those lists the award will be made to the next responsive and responsible Proposer.

8.8 LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Tammy Hodgkins, CPPB, BAS, M.S. #524, 719 South Woodland Blvd., DeLand, Florida 32720** within ten (10) days after the ending date of the period for posting the intended award decision.

With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.

9) COSTS INCURRED IN RESPONDING

This ITB does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a bid or subsequent negotiations

or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

10) PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore.

11) RECYCLED MATERIAL

The Department encourages the use of products and materials with recycled content and post-consumer recovered materials. If the item(s) specified herein is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this bid request is for the product as specified herein and does not require prices for recycled product unless specified. This information should be sent separately and not as a part of your bid response.

12) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the Department. Any deviation from these criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

13) SELECTION COMMITTEE

The Department will be established a Selection Committee to make the final procurement decisions. A statement will be placed in the procurement file that explains the basis for Proposer selection.

14) METHOD OF COMPENSATION

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish commodities and services during a prescribed period of time. The Vendor shall provide services on an as-needed basis, as authorized in writing by Purchase Order and Exhibit "B" issued by the Department.

15) CONTRACT DOCUMENT

The MyFloridaMarketPlace (MFMP) Contract Terms and Conditions, Exhibit "A" Scope of Service, and Exhibit "B" Method of Compensation are attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of each Purchase Order issued for this solicitation. In submitting a bid, the bidder agrees to be legally bound by these terms and conditions.

16) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

After the bid due date and prior to contract execution, the Department reserves the right to perform or to have performed, an on-site review of the bidder's facilities and qualifications. This review will serve to verify data and representations submitted by the bidder and may be used to determine whether the bidder has adequate facilities, equipment, qualified and experienced staff, and overall management capabilities to provide the required services. The review may also serve to verify whether the bidder has financial capabilities adequate to meet the contract requirements.

Should the Department determine that the bid package has material misrepresentations or that the size or nature of the bidder's facilities, equipment, management capabilities, or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the bid and award the contract to the next lowest responsive and responsible bidder.

17) PROTEST OF INVITATION TO BID SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to Bid must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

18) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL OF BIDS

Bidders may modify Bids at any time prior to the Bid due date. Modifications must be submitted in the same format and manner as the original Bid. Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the Price Bid opening time and date. Withdrawal will result in that Bidder no longer being considered for this procurement; however, the public records law prohibits the return of documents other than original bonds which can be returned for cancellation and premium rebate purposes.

19) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid

(see "RESPONSIVENESS OF BIDS"). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to bid opening will be a written addenda issued by the Department.

20) RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department on or before the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the services specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular, unbalanced or not in conformance with the requirements and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. A bid will be considered unbalanced if the Bid Price Proposal or individual unit rates proposed therein are determined to be irregular, unbalanced, unreasonably high or unreasonably low by, and at the sole discretion of the Department. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of equipment, facilities, experience or expertise to provide the required services or commodities, and failure to perform or meet financial obligations on previous contracts. In the event that the Lowest Bidder, bid is deemed non responsive the Department reserves the right to award to the next lowest Responsive and Responsible Bidder.

The Department reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of the Department's official file, without obligation to the Department.

21) BID PRICE PROPOSAL

The bidder **must** use the attached Bid Price Proposal, Form No. 2 to submit its bid. The Price Proposal must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All Price Proposal and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate name of company, the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

22) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response for this preference.

23) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and

agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

24) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-12-13-5008-HVAC-RE-AD - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

25) MAIL OR DELIVER BIDS TO: (DO NOT FAX or E-mail)

**Florida Department of Transportation, District Five
Procurement Office MS #524
Attn: Tammy Hodgkins, CPPB, BAS, Procurement Agent
719 South Woodland Blvd.
DeLand, Florida 32720**

It is the bidder's responsibility to assure that the bid is delivered to the proper place on or before the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered will not be considered.

26) BID OPENING

All bid openings are open to the public. The public may attend the opening but may not review any Proposals submitted until they become public records in accordance with the law.

27) POSTING OF INTENDED DECISION/AWARD

27.1 - General:

The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

27.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 27.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

27.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

28) AWARD OF THE CONTRACT

The Department intends to award a contract to the responsible and responsive low Bidder who's Bid is determined to be the most advantageous to the State. The Department shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Department until the Department signs the Contract. Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the award of the contract.

- a) MyFloridaMarketPlace (MFMP) Contract Terms and Conditions, including Exhibit "A", Scope of Services, Form PUR 1000, and Exhibit "B" Method of Compensation
- b) Purchase Orders will be issued by the Department.

29) ATTACHED FORMS

Bid Price Proposal (Form 2) page 2
Vendor Data Sheet (Form 3) page 3
Qualifications Statement (Form 4) page 4
Drug-Free Workplace Program Certification (Form 375-040-18) (Form 5) page 5
MBE Participation Statement (Form 375-030-21) (Form 6) page 6
Scrutinized Companies Lists (bids of \$1 million or more) (Form 7) page 7

30) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

MyFloridaMarketPlace (MFMP) Contract Terms and Conditions page 1 through page 8
Exhibit "A" Scope of Services page A-1 through page A-29
Exhibit "B" Method of Compensation Pg B-1 through Pg B-2

30) ATTACHED FORM PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

This is a standard form (PUR1001) from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Invitation to Bid.

PUR 1001

- Paragraph 3, Electronic Submission
- Paragraph 4, Terms and Conditions
- Paragraph 5, Questions
- Paragraph 12, Public Opening
- Paragraph 13, Electronic Posting
- Paragraph 14, Firm Response
- Paragraph 19, Public Records
- Paragraph 20, Protests
- Paragraph 21, Limitation on Vendor Contact

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1001 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 3, 4, 5, 12, 13, 14, 19, 20, and 21 do not apply to this Invitation to Bid. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

**State of Florida
PUR 1001
General Instructions to Respondents**

Contents

1. Definitions.
2. General Instructions.
- ~~3. Electronic Submission of Responses.~~
- ~~4. Terms and Conditions.~~
- ~~5. Questions.~~
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
- ~~12. Public Opening.~~
- ~~13. Electronic Posting of Notice of Intended Award.~~
- ~~14. Firm Response.~~
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.

19. Public Records.

20. Protests.

21. ~~Limitation on Vendor Contact with Agency During Solicitation Period~~

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

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

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

~~**3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:~~

- ~~• an electronic signature on the response, generally,~~
- ~~• an electronic signature on any form or section specifically calling for a signature, and~~
- ~~• an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.~~

~~**4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:~~

- ~~• Technical Specifications,~~
- ~~• Special Conditions and Instructions,~~
- ~~• Instructions to Respondents (PUR 1001),~~
- ~~• General Conditions (PUR 1000), and~~
- ~~• Introductory Materials.~~

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

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

~~respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.~~

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

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

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

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

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

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers'—names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Vendor may provide any product that meets or exceeds the applicable specifications. The Vendor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an

equivalent.

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

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

~~**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).~~

~~**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcv.state.fl.us/owa_vbs/owa/vbs_www.main.menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.~~

~~**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.~~

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

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any

response not submitted in the manner specified by the solicitation documents.

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

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

19. Public Records. ~~Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.~~

20. Protests. ~~Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.~~

~~Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of~~

~~protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.~~

~~Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

~~Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

This Checklist is provided as a guideline, only, to assist bidders in the preparation of their bid response. Included are some important matters that the bidder should check. This checklist is just a guideline, and is not intended to include all matters required by the ITB. Bidders are responsible to read and comply with the ITB in its entirety.

Check off each the following:

- _____ 1. The following forms have been read, filled out completely, signed, and enclosed in the bid response:
 - A. Bid Price Proposal (Form 2) page 2*
 - B. Vendor Data Sheet (Form 3) page 3*
 - C. Qualifications Statement (Form 4) page 4*
 - D. Drug-Free Workplace Program Certification (Form 375-040-18) (Form 5) page 5*
 - E. MBE Participation Statement (Form 375-040-24) (Form 6) page 6*
 - F. Scrutinized Companies Lists (bids of \$1 million or more) (Form 7) page 7*

- _____ 2. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.

- _____ 3. The prices bid have been reviewed for accuracy and all price corrections have been signed in ink.

- _____ 4. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the bid response. (If applicable)

- _____ 5. The bid response must be received in a sealed envelope, at the location specified, prior to the Bid Due Date and Time designated in the ITB

- _____ 6. On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information: (See Section 21)

***Must be returned with your proposal**

EXHIBIT "B"
METHOD OF COMPENSATION
ITB-DOT-12-13-5008-HVAC-RE-AD

1.0 PURPOSE:

This exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payment shall be made.

2.0 COMPENSATION: (Purchase Orders)

For the satisfactory performance of service detailed in Exhibit "A", the Vendor shall be paid the Quarterly Amount shown below. The Maximum Limiting Amount for the HVAC System Preventative Maintenance Program is \$_____.

Total Contract Amount consists of the following:

Annual Preventative Maintenance

Location #1 DeLand District Office Complex Quarterly Amount of

1 st Quarter	\$_____	.00	
2 nd Quarter	\$_____	.00	
3 rd Quarter	\$_____	.00	
4 th Quarter	\$_____	.00	Sub Total \$_____

Location #2 Orlando Office Complex Quarterly Amount of

1 st Quarter	\$_____	.00	
2 nd Quarter	\$_____	.00	
3 rd Quarter	\$_____	.00	
4 th Quarter	\$_____	.00	Sub Total \$_____

Total of Both Locations 1 and 2: \$_____

The Vendor shall not provide services that exceed the Fiscal Year amount(s). No work shall begin until the Contractor has received a written "Purchase Order" from the Department Project Manager. Execution of this agreement does not guarantee any work.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit quarterly invoices (3 copies) for Preventative Maintenance in a format acceptable to the Department. Payment shall be made at the billing rates shown above, for services provided quarterly, as approved by the Department. The invoice must show the dates of the Quarter for which the work is being invoiced, the Contractors correct remit address, the Contract Number assigned and the date(s) the contractor was on site performing the actual Preventative Maintenance activities.

Invoices shall be submitted to:

Florida Department of Transportation
District Five
Project Manager
719 S. Woodland Blvd MS: 526
DeLand, Florida, 32720

3.1 MBE

The Vendor has certified that _____% MBE utilization would be achieved for this contract. An MBE payment certification form shall be submitted with each invoice.

4.0 ESTABLISHMENT OF PURCHASE ORDERS:

The Purchase Order will have the following: The Purchase Order Terms & Conditions, Scope of Services as set forth in Exhibit "A", and price based on the rates established in Exhibit "B". **NOTE: Project Manager shall ensure the above Exhibits are included on the Purchase Order, along with ITB Number.**

5.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MFMP CONTRACT TERMS AND CONDITIONS

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Contract ("CR") No.: _____

Appropriation Bill Number(s) / Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: N/A

(required for contracts in excess of \$5 million)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information, and items as described in Exhibit "A", attached hereto and made a part hereof.
- B. Before any additions or deletions to the work and/or items described in this Contract, the Department shall issue a revised version of the Contract covering such modifications and the compensation to be paid therefor. Reference herein to this Contract shall be considered to include any revised versions.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material or products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contract at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute and administrative rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department. In the event that changes in the statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statutes and/or rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Contract may request and be granted a conference.
- F. All services and/or items shall be provided by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Contract. The Director's decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work and/or items described that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department's

Lorie A. Matthews, Transportation Support Manager

2. TERM

- A. Initial Term. Unless otherwise specified, this Contract begins on the date of issuance and shall remain in full force and effect through the date specified on the Contract.
- B. RENEWALS (Select appropriate box):
 - This Contract may not be renewed.

- This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Contract.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Contract. Extension of this Contract shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Contract; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Contract unless the failure to meet the criteria set forth in this Contract for completion of this Contract is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department will review the request and make a determination as to granting all, part of, or none of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by the terms of this Contract and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes and Chapter 3 – Travel, Department's Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department are reminded of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from

payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of this Contract. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516
- I. Records of costs incurred under terms of this Contract shall be maintained and made available upon request to the Department at all times during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Contract.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Contract. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance required.
 - The Vendor shall carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ 100,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 100,000.00 each occurrence, for the services to be rendered in accordance with this Contract.
 - The Vendor shall have and maintain during the period of this Contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Contract in the amount of \$ _____.
- C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.
- D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):
- No Bond required.
 - Prior to commencement of any services pursuant to this Contract and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Contract according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.
- E. CERTIFICATION. With respect to any insurance policy required pursuant to this Contract, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Contract. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the Department.
- B. The Vendor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Contract, it being understood that such data or information is works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Contract.

- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Contract. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Contract as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Contract.
- F. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list 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.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.
- I. Pursuant to Section 216.347, Florida Statutes, the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Contract may be cancelled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Contract in the event an assignment be made for the benefit of creditors
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of this Contract for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Contract is to be terminated.
- D. If this Contract is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Contract. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Contract and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Contract. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Contract to any person or entity other than subcontractors specified in the proposal, bid, and/or Contract without the prior written consent of the Department.

- B. Check the appropriate box:

- The following provisions are not applicable to this Contract:
- The following provisions are hereby incorporated in and made a part of this Contract:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Purchase Order shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946

Phone: (850) 487-1471

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 – 28th Street, North
St. Petersburg, Florida 33716-1826
Telephone: (800) 643-8459

This Contract involves the expenditure of Federal funds and Section 946.515, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Contract.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Contract.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- E. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Contract, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate court in any county chosen by the Department and in the event that any such legal action is filed by the Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

- G. If this Contract involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made part of this Contract.
- H. If this Contract is the result of a competitive solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Contract.
- K. The following attachments are incorporated and made a part of this Contract:
Exhibit A Scope of Service Exhibit B Method of Compensation

The provisions in the MFMP CONTRACT TERMS AND CONDITIONS constitute an integral part of the Contract. The Vendor acknowledges acceptance of the terms and conditions of this Contract by providing the services and/or items described in the Contract.