



**STATE OF FLORIDA
DEPARTMENT OF VETERANS' AFFAIRS**

**INVITATION TO BID (ITB)
FDVA-ITB-14-005B
"JENKINS – AIR HANDLING UNITS 3 AND 4 REPLACEMENT"**

**ISSUED:
FRIDAY, JANUARY 24, 2014**

**BID DUE DATE/TIME AND OPENING:
FRIDAY, FEBRUARY 21, 2014, BY 3:00PM (LOCAL TIME)**

SUBMIT ALL INQUIRIES IN WRITING TO:

**CHARLENE PADGETT
PURCHASING SPECIALIST
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
MARY GRIZZLE STATE OFFICE BUILDING
11351 ULMERTON ROAD, ROOM 311-K
LARGO, FLORIDA 33778-1630**

EMAIL: PADGETTC@FDVA.STATE.FL.US



DELIVER TO: CHARLENE PADGETT PURCHASING SPECIALIST FLORIDA DEPARTMENT OF VETERANS' AFFAIRS MARY GRIZZLE STATE OFFICE BUILDING 11351 ULMERTON ROAD, ROOM 311-K LARGO, FLORIDA 33778-1630		<p style="text-align: center;">STATE OF FLORIDA DEPARTMENT OF VETERANS' AFFAIRS INVITATION TO BID</p> <p style="text-align: center;">BIDDERS ACKNOWLEDGMENT FORM</p> 	
BID NO: FDVA-ITB-14-005B	TITLE: JENKINS-AIR HANDLING UNITS 3 AND 4 REPLACEMENT		ISSUED: FRIDAY, JANUARY 24, 2014
		PAGE COUNT: 48	
REQUIRED COPIES: ONE (1) ORIGINAL AND TWO (2) COPIES.		BIDS ARE DUE BY AND WILL BE OPENED ON FRIDAY, FEBRUARY 21, 2014, AT 3:00PM LOCAL TIME. BIDS SHALL NOT BE WITHDRAWN WITHIN SIXTY (60) BUSINESS DAYS AFTER SUCH DATE AND TIME.	
VENDOR NAME:		MANDATORY PRE-BID MEETING AND ON-SITE VISIT AT THE ROBERT H. JENKINS, JR. STATE VETERANS' DOMICILIARY HOME: <u>WEDNESDAY, FEBRUARY 5, 2014.</u> SEE PAGE FIVE (5) FOR FURTHER DETAILS. DEADLINE FOR RESPONDENT'S WRITTEN QUESTIONS BY <u>FRIDAY, FEBRUARY 7, 2014 3:00PM LOCAL TIME.</u>	
FEDERAL TAX ID NUMBER:			
VENDOR MAILING ADDRESS:			
CITY – STATE – ZIP:			
AREA CODE:	PHONE NUMBER:	<p style="text-align: center;">POSTING OF BID TABULATIONS AND AGENCY INTENT TO AWARD BID TABULATIONS AND AGENCY INTENT TO AWARD NOTICE WILL BE POSTED FOR REVIEW BY INTERESTED PARTIES ON THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS) AND AT THE BID OPENING LOCATION. BID TABULATIONS AND AGENCY INTENT TO AWARD NOTICE WILL REMAIN POSTED FOR A PERIOD OF 72 HOURS. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), 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.</p>	
	FREE NUMBER:		
<p><i>I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A BID FOR THE SAME MATERIAL, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID AND THAT THIS BID IS IN COMPLIANCE WITH ALL REQUIREMENTS OF THIS SOLICITATION, INCLUDING BUT NOT LIMITED TO, CERTIFICATION REQUIREMENTS. IN SUBMITTING A RESPONSE TO AN AGENCY OF THE STATE OF FLORIDA, RESPONDENT OFFERS AND AGREES THAT IF THIS BID IS ACCEPTED, THE RESPONDENT WILL CONVEY, SELL, ASSIGN OR TRANSFER TO THE STATE OF FLORIDA ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA FOR PRICE FIXING RELATING TO THE PARTICULAR COMMODITIES OR SERVICES PURCHASED OR ACQUIRED BY THE STATE OF FLORIDA. AT THE STATE'S DISCRETION, SUCH ASSIGNMENT SHALL BE MADE AND BECOME EFFECTIVE AT THE TIME THE PURCHASING AGENCY TENDERS FINAL PAYMENT TO THE RESPONDENT.</i></p>		<p style="text-align: center;">_____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE (MANUAL)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE (TYPED) TITLE</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">DATE</p>	
<p>PLEASE NOTE: ADDENDUM MAY BE ISSUED TO THIS SOLICITATION. ANY SUCH ADDENDUM WILL BE POSTED ON THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS). BEFORE SUBMITTING A BID, RESPONDENTS ARE ADVISED TO CHECK THE VBS AND TO DOWNLOAD ANY ADDENDUM THAT MAY HAVE BEEN ISSUED. PLEASE REMEMBER TO SIGN AND RETURN THE ADDENDUM ACKNOWLEDGMENT FORM (SECTION "IX") WITH COMPLETE BID PACKAGE. <u>RETURN THIS SHEET WITH YOUR BID PACKAGE.</u></p>			

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SECTION "I"
INTRODUCTION

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5. Timeline.

1. Issuing Office.

a) Points of contact with the Florida Department of Veterans' Affairs (FDVA), for purposes of this solicitation, are the Purchasing Specialist or Purchasing Officer as identified below:

Primary Contact	Alternate Contact
Charlene Padgett Purchasing Specialist Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Room 311-K Largo, Florida 33778-1630 Telephone: (727) 518-3202, x5558 E-mail: padgettcc@fdva.state.fl.us	Scott Gerke, CPPO, CPPB, FCCN, FCCM Purchasing Officer Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Room 311-K Largo, Florida 33778-1630 Telephone: (727) 518-3202, x5557 E-mail: gerkes@fdva.state.fl.us

b) Respondents shall not contact any other FDVA or State of Florida employee for information with respect to this solicitation. FDVA shall not be bound by any information from whatever source that is not expressly contained within this solicitation.

2. Florida Department of Veterans' Affairs (FDVA) Mission and Background. FDVA is a State of Florida cabinet agency which is responsible for assisting more than 1.5 million Florida veterans. The FDVA advocates with purpose and passion for Florida veterans and links them to superior services, benefits and support. FDVA operates six (6) State Veterans' Nursing Homes (SVNH) and one (1) State Veterans' Domiciliary Home (SVDH). Residents are honorably discharged Veterans who are in need of assisted living or nursing home care. Residents are generally a geriatric population, although younger veterans are represented. Residents include male and female veterans, which may require 24 hour nursing care, personal care, custodial care, or respite care.

3. Purpose and Scope. FDVA invites interested Contractors to submit bids in accordance with these solicitation documents. The purpose of this solicitation is to establish an Agreement with FDVA for the Robert H. Jenkins, Jr. State Veterans' Domiciliary Home, located at 751 SE Sycamore Terrace, Lake City, Florida 32025. In accordance with Agreement, Contractor shall provide all equipment, labor, HVAC mechanical services, tools, materials, and supplies for the removal of existing air handling units 3 and 4, and associated preheat, chilled and reheat coils, installation of two new air handling units, training and proper disposal services for all project related waste. Contractor shall provide, install and maintain portable heating/cooling equipment to maintain the temperature in the kitchen and dining area within the range of 68-76 degrees Fahrenheit, with less than 60% relative humidity for the entire duration of the project. Contractor shall employ a qualified independent company, having all required licenses and certifications, to perform a test and balance of the system; verifying the air handling units are operating at design parameters. Contractor must demonstrate the experience and capability to deliver and execute the requirements specified in this solicitation.

FDVA anticipates that this Agreement shall commence on March 4, 2014, with no renewals. From the date of Agreement's full execution, FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA within one-hundred and twenty (120) calendar days.

4. Mandatory Pre-Bid Meeting and On-Site Visit. A mandatory pre-bid meeting and on-site visit will be held at the date, time, and location specified below. Contractor failure to attend this meeting and on-site visit shall disqualify Contractor from submitting a bid. This opportunity allows Contractors to tour the facility (work area), ask questions, and seek clarifications about this solicitation. FDVA may answer questions at the mandatory pre-bid meeting and on-site visit or defer them to a later date as identified in the Timeline below.

This will be the only on-site visit conducted and allowed for this solicitation. Each Contractor bidding must satisfy themselves as to the exact nature and existing conditions of the site and the requirements of this solicitation. Failure to do so will not relieve the successful Contractor of their obligation to carry out the provisions of the executed Agreement. Facility drawings will be available for review at the mandatory pre-bid meeting and on-site visit. At the close of the mandatory pre-bid meeting and on-site visit, the issuing office will email facility drawings to only those who were in attendance.

Any person with a disability requiring special accommodations at the pre-bid meeting, on-site visit, or bid opening shall contact FDVA Primary Contact at the email address provided above at least five (5) business days prior to the event. If you are hearing or speech impaired, please contact Florida Relay Services at 1-800-955-8771 (TDD).

Location: Robert H. Jenkins, Jr. State Veterans' Domiciliary Home
 751 SE Sycamore Terrace, Lake City, Florida 32025

Date: Wednesday, February 5, 2014 Time: 11:00AM (local time)
Check in/Sign in: Facility Front Entrance (Home's Reception Desk)

5. Timeline. The below dates are subject to change without notice. It is the Respondents responsibility to monitor the State of Florida Vendor Bid System (VBS) for any updates or changes.

Event	Event Date
Issue Invitation To Bid (ITB).	Friday, January 24, 2014
Mandatory Pre-Bid Meeting and On-Site Visit (Begin 11:00AM local time).	Wednesday, February 5, 2014
Respondents Written Questions Due (No later than 3:00PM local time).	Friday, February 7, 2014
"Anticipated" Posting of FDVA Response to Respondent Questions.	Tuesday, February 11, 2014
Bid Due Date/Time and Opening (by 3:00PM local time).	Friday, February 21, 2014
"Anticipated" Posting of FDVA Notice of Intent to Award.	Tuesday, February 25, 2014
"Anticipated" Agreement Award.	Tuesday, March 4, 2014

SECTION "II"
STATE OF FLORIDA
GENERAL CONTRACT CONDITIONS
PUR 1000

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1. Definitions.
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14. Transaction Fee.
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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 released 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: Customer 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 (ADA). 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, subject to the same terms and conditions set forth in the original contract, signed by both parties, and 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.

SECTION "III"
STATE OF FLORIDA
GENERAL INSTRUCTIONS TO RESPONDENTS
PUR 1001

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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 (Replaced by Section IV, Item #3). 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:

- a) An electronic signature on the response, generally,
- b) An electronic signature on any form or section specifically calling for a signature, and
- c) An affirmative agreement to any statement contained in the solicitation that requires 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:

- a) Technical Specifications.
- b) Special Conditions and Instructions.
- c) Instructions to Respondents (PUR 1001).
- d) General Conditions (PUR 1000).
- e) 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 Question and Answer 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:

- a) Submitting a bid on a contract to provide any goods or services to a public entity,
- b) Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work,
- c) Submitting bids on leases of real property to a public entity,
- d) Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and
- e) Transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) 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:

- a) Submit a bid on a contract to provide any goods or services to a public entity,
- b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work,
- c) Submit bids on leases of real property to a public entity,
- d) Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or
- e) 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):

- a) The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b) 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.
- c) Respondent currently has no delinquent obligations to the State, including any claim by the State for liquidated damages under any other contract.
- d) 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.
- e) 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.
- f) 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.
- g) 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:
 1. 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.
 2. 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.
 3. Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- h) The product offered by the respondent will conform to the specifications without exception.
- i) The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- j) 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.
- k) 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.
- l) 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.
- m) 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 Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor 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://fcn.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 and 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 and 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 Contractor 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. The rights of access must not be limited to the required retention period but shall last as long as the records are retained. It is expressly understood that evidence of the Vendor's refusal to comply with this provision shall constitute a breach of contract.

In accordance with Florida Statute 215.985, the State of Florida Department of Financial Services (DFS) has implemented the web-based Florida Accountability Contract Tracking System (FACTS). All State of Florida "cost" contracts are considered public records and shall be published to FACTS for public access. Published records include but are not limited to contract document images, financial information, and audit findings. Online public access is available via "<https://facts.fldfs.com>."

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.

a) Section 120.57(3) (b), F.S. and Section 28-110.003, Fla. Admin. Code: requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

b) 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".

c) 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.

SECTION "IV"
SPECIAL INSTRUCTIONS TO RESPONDENTS

CONTENTS:

1. **Cost Incurred.**
2. **Respondent Registration.**
3. **Form W-9 Requirement.**
4. **State of Florida Vendor Bid System (VBS).**
5. **Florida Veteran Business Enterprise Opportunity Act.**
6. **Certified Minority Business Enterprises (CMBE).**
7. **Certification of Drug-Free Workplace Program.**
8. **Qualifications.**
9. **Questions and FDVA Addendum.**
10. **Bid Guidelines.**
11. **Sealed Bid.**
12. **Submission of Bid.**
13. **Withdrawal of Bid.**
14. **Modification of Bid.**
15. **Bid Opening.**
16. **Rights of FDVA.**
17. **Order of Precedence.**

1. **Cost Incurred.** All expenses involved with Respondent preparation and submission of the bid to FDVA, or any work performed in connection therewith, shall be borne solely by the Respondent. No payment will be made for any bids received, or for any other effort required of, or made by Respondent.

2. **Respondent Registration.** Respondent failure to register in the State of Florida's "My Florida Market Place" procurement system by the time and date of the bid opening, as provided in Timeline, may result in the Respondent being considered non-responsive. Respondents will access and utilize <https://vendor.myfloridamarketplace.com> to complete the mandatory on-line registration. Once on the "Vendor Information Portal" page, under the "New Vendor Registration" header, simply click on the "Register" button to begin registration. For further assistance, Respondents shall contact the State of Florida Vendor Help Desk directly at 866-352-3776. Respondents will need the following information in order to register:

- a) Company name.
- b) Tax ID type and number; or Federal Employer Identification Number (FEIN); or Social Security Number (SSN).
- c) Tax filing information, including the business name on your 1099 tax form (where applicable).
- d) Location information.
- e) A business name for each company location (if different from the company name).
- f) A complete address for each location (including details for sending purchase orders, payments, and bills to each physical location).
- g) A contact person for each location.
- h) Commodity and service codes that describe the products and services your company provides. (These codes can be found in MyFloridaMarketPlace.)
- i) Certified Minority Business Enterprises (CMBE) information if a certified minority business.
- j) If Respondent is currently a vendor to the State of Florida/State Agency, re-registration will require a State-issued sequence number and PIN—available from Department of Management Services (DMS) only by faxing a request on company letterhead to 850-414-8331.

3. **Form W-9 Requirement.** Respondents wishing to do business with the State of Florida must register, complete, and submit an electronic Form W-9 to the Department of Financial Services (DFS). The Internal Revenue Service (IRS) will receive and validate all vendor provided Form W-9 information. Respondent's

failure to submit valid Form W-9 information to DFS will prevent FDVA from entering into agreements, creating purchase orders, and issuing any payment. To learn more and submit Form W-9, vendors must access the State of Florida website at <https://flvendor.myfloridacfo.com>. For further assistance, Respondents shall contact the State of Florida Vendor W-9 Help Desk directly at 850-413-5519.

4. State of Florida Vendor Bid System (VBS). Respondents are required to register at <http://www.myflorida.com/apps/vbs> for electronic notification of solicitations from the State of Florida's Vendor Bid System (VBS). Respondents must direct their request for assistance or registration questions to the State of Florida Vendor Help Desk either by calling 866-352-3776 or by e-mailing "vendorhelp@myflorida.com". The State of Florida and FDVA are not under any obligation and do not guarantee that vendors will receive e-mail notifications concerning the posting of notices, addendum, intent to award; as well as withdrawal, cancellation, or close of solicitations. Vendors are solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning solicitations.

5. Florida Veteran Business Enterprise Opportunity Act. A State agency, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise. Notwithstanding Section 287.057(11), Florida Statutes, if a veteran business enterprise entitled to the vendor preference under this section and one or more businesses entitled to this preference or another vendor preference provided by law submit bids, proposals, or replies for procurement of commodities or contractual services which are equal with respect to all relevant considerations, including price, quality, and service, the state agency shall award the procurement or contract to the business having the smallest net worth. For information on certification procedures for vendor preference programs, contact Thad Fortune, Certification Administrator, Office of Supplier Diversity, (850) 487-9863 or email: Thad.Fortune@dms.myflorida.com.

6. Certified Minority Business Enterprises (CMBE). Respondents are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on CMBE procedures and programs is available from the Office of Supplier Diversity at <http://osd.dms.state.fl.us>.

7. Certification of Drug-Free Workplace Program. The State supports and encourages initiatives to keep the workplaces of Florida's businesses and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical (tie) bids are received, preference shall be given to a bid received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that it has a drug-free workplace program using the "Certification of Drug-Free Workplace" form included in Appendix "A" of this solicitation.

8. Qualifications. Award of the Agreement, in all respects of this solicitation, shall be made to the Respondent whose bid is determined to be responsive, responsible, capable, and in the best interest of the State of Florida and FDVA, a determination that shall be made solely at the discretion of FDVA. The Respondent affirms and declares:

- a) They have the capacity to do business within the State of Florida.
- b) They presently have the necessary abilities, staff, experience, facilities, equipment, materials, and financial resources to complete the requirements of the Agreement in a satisfactory manner and within the required time.
- c) They have all federal, State and local registrations, licenses, certifications, and permits legally required to perform and complete the services as called for herein; including but not limited to all related software licensing and any other related agreements.
- d) They shall comply with all federal, State and local laws, regulations, ordinances, guidelines, rules, and requirements that could affect the provision of required services in any manner.
- e) They are not in arrears to the State of Florida upon debt or Agreement and are not defaulting as surety or otherwise, upon any obligation to the State of Florida.
- f) They are in good standing with the State of Florida and not on the State's list of ineligible contractors.

- g) That no member, officer, or employee of FDVA during their tenure or for two years thereafter shall have any interest, direct or indirect, in the Agreement or the proceeds thereof.
- h) That Respondent is of lawful age and that no other person, contractor, or corporation has any interest in the bid or Agreement proposed to be entered into.
- i) That Respondent has thoroughly examined all available drawings, specifications, schedule, instructions, and the solicitation; as well as made all investigations necessary to thoroughly inform themselves regarding facilities for delivery of services as required by the solicitation. No plea of ignorance by the Respondent of conditions that exist, or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation, will be accepted as a basis for varying the requirements of FDVA or compensation to the successful Contractor.

9. Questions and FDVA Addendum. No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of oral discussions with any State of Florida or FDVA employee. Only written inquiries from Respondents, which are signed by persons authorized to contractually bind the Respondent, will be recognized by FDVA as duly authorized expression on behalf of the Respondent. Respondent written questions must be submitted via email by the deadline as provided in the Timeline to the Primary Contact Person in Section I of this solicitation. FDVA reserves the right to issue addendums to solicitations. Only those communications will be considered as a duly authorized expression on behalf of FDVA. Addendum will contain FDVA response to Respondent questions and/or appropriate details which identify formal changes to the solicitation. In accordance with the solicitation's Timeline, FDVA addendum shall be posted the State of Florida Vendor Bid System (VBS). Each Respondent is solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning the solicitation.

10. Bid Guidelines. Respondent's bid must follow the format, structure, and sequence as required by this solicitation.

- a) Respondents are advised that all FDVA solicitations and agreements are subject to all legal requirements as provided under Florida law.
- b) Respondents are advised that exceptions to any terms or conditions contained in the solicitation must be identified in its bid. Failure to do so may lead FDVA to declare any such term or condition as non-negotiable. Respondent's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- c) FDVA 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 bid. In submitting its bid, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.
- d) If no request for clarification is submitted by Respondent, all conditions and requirements specified within the Agreement shall be deemed accepted and understood by Respondent.
- e) Prices shall be Respondent net, delivered prices, F.O.B. Destination. All pricing shall be in United States dollars (e.g., \$1.00, USD). FDVA does not pay local, State, or federal taxes; to include but not limited to "recovery fees", sales tax, or excise tax. FDVA tax exempt certificate will be available upon request.

11. Sealed Bid. All forms required by this solicitation, as provided in their original format, must be fully executed and submitted in a sealed envelope; one (1) sealed original copy and two (2) individually sealed duplicate copies. All three (3) individually sealed envelopes will then be placed and sealed in one (1) outer package (size appropriate envelope or box). Each of the three (3) individually sealed envelopes and the outer package shall be clearly addressed as provided on page two (2) of this solicitation, including Respondent name and address, FDVA solicitation number and title, State certification(s), and the bid opening due date and time specified in this solicitation. All bids are subject to the conditions specified herein. Bids that do not comply with these conditions may be considered as non-responsive.

12. Submission of Bid (This Section supersedes Section III, Item #3).

Respondents must submit their bid by mail or in person by hand to the attention of FDVA Primary Contact as identified in Section I of this solicitation. Each Respondent is responsible for ensuring that their bid is submitted in accordance with this solicitation. Bids received after the bid opening time and date specified in this solicitation shall be rejected.

13. Withdrawal of Bid. Respondent bid may be withdrawn, provided that Respondent's written request to withdraw is e-mailed to and received by the Primary Contact Person in Section I of this solicitation prior to the bid opening due date and time as provided in the Timeline. Bids may not be withdrawn within sixty (60) business days following the bid opening due date and time as provided in the Timeline.

14. Modification of Bid. Respondent modifications to submitted bid may be considered, provided the Respondent's written request is emailed to and received by the Primary Contact Person in Section I of this solicitation, no later than three (3) business days prior to the bid opening due date and time as provided in the Timeline. Respondent modifications shall not be considered if received within three (3) business days of the bid opening due date and time as provided in the Timeline or after the bid opening due date and time as provided in the Timeline.

15. Bid Opening. FDVA shall not consider bids received after the bid opening due date and time as provided in the Timeline. Bids, received in accordance with the solicitation, will be opened immediately after the bid opening due date and time as provided in the Timeline. The bid opening shall be performed at the Florida Department of Veterans' Affairs (FDVA), Mary Grizzle State Office Building, 11351 Ulmerton Road, Room 311-K, Largo, Florida 33778-1630. The public may attend the bid opening. Bids received by FDVA pursuant to a competitive solicitation shall be exempt to review as public records until such time as FDVA provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

16. Rights of FDVA. In addition to all other rights of FDVA under Florida law, FDVA specifically reserves the following rights at its sole discretion:

- a) FDVA reserves the right to select the bid it believes is in the best interest of the State of Florida and FDVA.
- b) FDVA reserves the right to add, change, and delete any requirements of the solicitation.
- c) FDVA reserves the right to reject a bid, with or without cause, as nonresponsive, not responsible, or not qualified.
- d) FDVA reserves the right to withdraw, re-issue, or cancel the solicitation with or without cause.
- e) FDVA reserves the right to remedy or waive technical errors, immaterial errors, informalities, and irregularities in the solicitation and Respondent bid.
- f) FDVA reserves the right to reject a bid if pricing is not submitted or if pricing is not submitted in the format as provided in the solicitation.
- g) FDVA reserves the right to request any necessary clarifications or supporting documentation.
- h) FDVA reserves the right to reject a bid if received after bid opening due date and time as provided in the Timeline.
- i) FDVA reserves the right to reject a bid if Respondent misstates or conceals any material fact in their bid.
- j) FDVA reserves the right to reject a bid that fails to include any information required by the solicitation in the specified sequence.
- k) FDVA reserves the right to accept and award the Agreement by item, by group, in the aggregate, or by location.

17. Order of Precedence. Respondents to this solicitation are encouraged to carefully review all the materials contained herein and prepare bids accordingly. To the extent of any conflict between the Contract documents, the Agreement and Amendments shall control, then the Solicitation and Addendum, then the FDVA Purchase Order, and then the Contractors' Bid.

SECTION "V"
STATEMENT OF WORK

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9. **Insurance Requirements.**
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11. **Bid Guarantee.**
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26. **Invoicing and Payment.**
27. **Maintenance Manual.**
28. **Warranty.**
29. **Final Acceptance and Approval.**

1. Project Background. The two air handling units are located on a concrete mezzanine approximately ten feet above the ground floor with limited clearance (34-1/2" x 79-1/2" access opening with door removed). The area served by the two units is approximately 5,000 square feet, equally divided between a commercial kitchen and a dining room.

2. General. Contractor shall provide all equipment, labor, HVAC mechanical services, tools, materials, and supplies for the removal of existing air handling units 3 and 4, and associated preheat, chilled and reheat coils, installation of two new air handling units, training and proper disposal services for all project related waste for the Robert H. Jenkins, Jr. State Veterans' Domiciliary Home, located at 751 SE Sycamore Terrace, Lake City, Florida 32025.

Contractor shall provide, install and maintain portable heating/cooling equipment to maintain the temperature in the kitchen and dining area within the range of 68-76 degrees Fahrenheit, with less than 60% relative humidity for the entire duration of the project.

Contractor shall employ a qualified independent company, having all required licenses and certifications, to perform a test and balance of the system; verifying the air handling units are operating at design parameters.

Any services beyond the Agreement will require FDVA Project Manager to initiate another procurement action.

Contractor shall schedule and conduct an on-site, post-award "project launch" meeting with FDVA Project Manager within fourteen (14) calendar days from the date of Agreement's full execution. The purpose of the meeting is to establish lines of communications, verify contact persons, and discuss other relative project topics. From the date of Agreement's full execution, FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA within one-hundred and twenty (120) calendar days.

FDVA reserves the right to suspend work in progress due to any authority having jurisdiction (AHJ) inspection, and shall consider suspension of work due to inclement weather, wind, and temperature conditions with no penalty assessed to Contractor.

3. Project Management.

a) FDVA Project Manager: Prior to commencement of work, FDVA shall appoint a Project Manager for this project who will be responsible for managing, monitoring, and certifying that all required Contractor services were satisfactorily performed and that invoicing is in accordance with the Agreement. FDVA Project Manager will be Contractor's primary point of contact. FDVA Project Manager will represent FDVA requirements, review and approve Contractor deliverables, provide operating insight, resolve on-site issues, and make decisions regarding alternate configuration choices. In the absence of FDVA Project Manager, FDVA will appoint an alternate to act on behalf of FDVA Project Manager. It is incumbent upon Contractor to maintain current and accurate contact information for the Project Manager and appointed alternate(s) and verify requests prior to scheduling services.

b) Contractor Project Manager: Prior to commencement of work, Contractor shall appoint a Project Manager who will be FDVA's primary point of contact. Contractor's Project Manager will coordinate all activities with FDVA Project Manager, report any adverse events occurring on State property to FDVA Project Manager, and be available to meet with FDVA as requested (on-site or at FDVA Headquarters in Largo, Florida). Contractor will be responsible for developing and maintaining a detailed project work plan and for reporting progress against the work plan on a daily basis to FDVA Project Manager. In the absence of Contractor's Project Manager, Contractor will appoint an alternate to act on behalf of Contractor's Project Manager.

4. Customer Service Information. Prior to commencement of work, Contractor shall provide FDVA Project Manager with a written copy of all contact information; to include but not limited to Contractor contact names, telephone numbers (office, cell, and emergency), fax number(s), business address(es), email address(es), and online website address(es).

5. Contractor Qualifications. Licensed Contractor shall have the necessary experience, facilities, equipment, materials, ability, and financial resources to perform the required services. Licensed Contractor must have no less than five (5) years documented experience in the engaged field. As applicable, Contractor staff performing services shall be manufacturer's factory authorized. Upon request, Contractor may be required to provide documentation of manufacturer's factory authorization to FDVA Project Manager. As applicable, Contractor staff performing services or inspections shall be certified by any applicable AHJ to remove, dispose, transport, use, install, maintain, repair, or inspect all conditions, equipment, tools, materials, and supplies required in performance of the Agreement. Upon request, evidence of Contractor staff certification shall be provided to FDVA Project Manager. Failure of Contractor to provide required documentation may result in termination of the Agreement.

6. Health Insurance Portability and Accountability Act (HIPAA). The Contractor must comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA). Any violation of requirements shall result in termination of the Agreement and all remedies available by law shall become available to FDVA.

7. Employment Eligibility Verification. Pursuant to the State of Florida, Office of The Governor, Executive Order Number 11-02 entered on January 4, 2011; Contractor will utilize the U.S. Department of Homeland Security's "E-Verify" system to verify the employment eligibility of:

- a) All persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida within three (3) business days after the date of hire, and
- b) All persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement with FDVA within ninety (90) calendar days after the date the Agreement is executed or within thirty (30) days after such persons are assigned to perform work pursuant to the Agreement, whichever is later.

8. Permits, Licenses, and Fees. For the life of the Agreement, Contractor shall be responsible for requesting, applying, paying for, and securing all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, State, and federal AHJ(s), including but not limited to necessary notification and coordination with applicable AHJ(s). Prior to commencement of work, Contractor shall submit copies of all applicable documentation detailed above, including a copy of Contractor's current occupational license from Columbia county and a copy of current Florida State Registered Class A (minimum) License to FDVA Project Manager for verification. Failure of Contractor to provide required documentation may result in termination of the Agreement.

9. Insurance Requirements. At Contractor's sole expense, prior to commencement of work (including pre-staging of personnel, equipment, tools, materials, and supplies), Contractor must obtain the below specified insurance coverage's. Insurance company(s) shall be authorized to do business in the State of Florida and maintain a minimum rating of B+ as assigned by AM Best. Contractor failure to secure and maintain insurance coverage's throughout the life of the Agreement will result in suspension of all work until insurance has been obtained, reinstated, or replaced. Contractor failure to provide satisfactory evidence of insurance coverage's will result in suspension of all work until evidence is provided and accepted to the full satisfaction of FDVA. Additionally, Contractor failure to secure and maintain insurance coverage's, as well as, provide satisfactory evidence of insurance coverage's shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if work had commenced as scheduled or not been suspended.

Prior to the commencement of work, Contractor shall provide satisfactory evidence of the required insurance to FDVA Project Manager. The following provides satisfactory evidence of the required insurance:

- a) A Certificate of Insurance, or
- b) A certified copy of the actual insurance policy.

Certificate of Insurance and policies must specify they are not subject to cancel, non-renewal, material change, or reduce coverage unless at least thirty (30) calendar days' notice is given to FDVA. FDVA acceptance and approval of Contractor's Insurance shall not be construed as relieving Contractor from liability or obligation assumed under the Agreement or imposed by law. FDVA must be included in Contractor's broad form as additional insured on all policies, except Workers' Compensation. Minimum Commercial General Liability requirements are as follows:

- a) Premises Operations.
- b) Produces and Completed Operations.
- c) Blanket Contractual Liability.
- d) Personal Injury Liability.
- e) Expanded Definition of Property Damage.

The minimum limits shall be \$1,000,000.00 Combined Single Limit (CSL). An Occurrence Form policy is preferred. If coverage is a Claims Made policy, provisions shall include coverage for claims filed on or after the effective date of the Agreement. In addition, the period for which claims may be reported will extend for a minimum of twelve (12) months following the expiration of the Agreement.

Prior to the commencement of work, Contractor must obtain Workers' Compensation Insurance with limits sufficient to meet Chapter 440, Florida Statutes. Contractor shall provide documentation of Workers' Compensation Insurance to FDVA Project Manager upon request. If Contractor has been approved by the State Department of Labor, as an authorized self-insurer (self-insurance fund) for Workers' Compensation, FDVA shall recognize and honor such status. Contractor may be required to submit to FDVA Project Manager a Letter of Authorization issued by the State Department of Labor, Certificate of Insurance providing details on Contractor's Excess Insurance Program, and updated financial statements.

Prior to the commencement of work, recognizing that work governed by the Agreement requires the use of vehicles, Contractor must obtain Vehicle Liability Insurance. Coverage shall include, as a minimum, liability coverage for Owned, Non-owned, and Hired Vehicles with minimum limits at \$1,000,000 Combined Single Limit (CSL). If split limits are given, the minimum limits acceptable shall be \$500,000 per Person; \$1,000,000 per Occurrence; \$500,000 Property Damage. Contractor shall provide documentation of Vehicle Liability Insurance to FDVA Project Manager upon request.

10. Performance and Payment Bonds. FDVA shall require from the Contractor Performance and Payment Bonds equal to the executed Agreement's full value per Section 255.05, Florida Statute. Bonds shall be issued from a reliable Surety Company licensed to do business in the State of Florida and signed by a Licensed Florida Resident Agent, however shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. Bonds shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety Company had the authority to do so on the date of the bonds. The cost of the bonds will be borne by the Contractor. Bonds shall state in its front page:

- a) Contractor's name, principle business address, and phone number.
- b) Surety company name.
- c) FDVA's full name (Florida Department of Veterans' Affairs).
- d) Bid number assigned by FDVA.
- e) General description of the required commodity or project.

Contractor shall provide the bonds to FDVA Primary Contact within five (5) business days of the executed Agreement. Contractor shall immediately provide replacement bonds to FDVA Primary Contact in the event of material change or cancellation of the original bond. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to FDVA's approval.

The Performance and Payment Bonds will remain in effect for the life of the Agreement, including any renewal. FDVA shall be named as the beneficiary of the Contractor's bonds. Bonds must provide that the insurer or bonding company(s) pay losses suffered by FDVA directly to FDVA. Contractor agrees, in the event of termination of the Agreement by Contractor, FDVA damages shall be considered to be for the full amount of the bonds. FDVA need not prove the damage amount in exercising its right of recourse against the bonds.

11. Bid Guarantee. When deemed necessary by FDVA, a bid guarantee shall be required. A bid guarantee is a firm commitment which assures that Respondent shall, upon FDVA acceptance of Respondent's bid, perform the requirements of Agreement within the specified time. If required, the original bid response shall be accompanied by a bid guarantee payable to FDVA in the amount of N/A of the total bid submitted. Respondent must be the guarantor. If responding as a joint venture or legal partnership, at least one party of the joint venture or legal partnership shall be the guarantor. The form of the bid guarantee shall be a cashier's check, treasurer's check, bank draft, or certified check drawn upon a solvent clearing house bank, or a bid bond issued by a surety company located and licensed to do business in the State of Florida. Bid guarantee shall state the bid number assigned by FDVA. FDVA will

not accept a personal check or letter of credit in lieu of the bid guarantee. All bid guarantees will be returned by FDVA upon execution of the Agreement with the successful Contractor. If the successful Contractor fails to execute the Agreement within ten (10) business days after the Agreement has been presented to the successful Contractor for signature, the bid guarantee shall be forfeited to FDVA. Bid guarantee from the successful Contractor will only be returned once FDVA has received the successful Contractor's performance and/or labor and materials bond if required. Failure of the Respondent to include the bid guarantee with the original bid submission will result in the rejection of the Respondent's bid.

12. Financial Consequences. In the event of delay in the completion of this project beyond the dates specified in this Contract, not subject to unavoidable delays, FDVA reserves the right to recover actual damages which it estimates at this time to be in the amount of \$315.00 per calendar day for the first twenty-eight (28) days and \$158.00 per calendar day thereafter, the Contractor fails to complete the project and provide deliverables by the deadlines specified in this Contract. FDVA reserves the right to increase this amount if actual damages caused by Contractor's delay are higher. Deductions may be made from monies due or which may be due to the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor. Contractor shall submit written notice requesting extension of time to FDVA Project Manager for determination. FDVA, at its sole discretion, may approve extensions of the project completion date if delay is attributable to circumstances that are beyond the control of the Contractor. If FDVA approves extension of time, a change order must be used to incorporate the extension in the executed Contract.

13. Safety and Security Compliance.

- a) FDLE Background Screening: Contractor shall fully schedule, purchase, and secure FDLE Level One background screening for all assigned and engaged Contractor staff members. Prior to commencement of work, Contractor shall provide FDVA Home Administrator and FDVA Project Manager with evidence of each assigned and engaged Contractor staff member's successful completion and passing of FDLE Level One background screening. FDVA Home Administrator and FDVA Project Manager shall administer the process and confirm field verification.
- b) Check In: Prior to commencement of daily work, Contractor shall first check-in with FDVA Project Manager to ensure that all FDVA activities in the work area are curtailed and to acknowledge Contractors commencement of work. Any package checks must be pre-approved by FDVA Home Administrator.
- c) Safety Inspection: A daily safety inspection will be performed by both Contractor and FDVA Project Manager to ensure all safety precautions have been taken to protect the health and welfare of all Contractor staff, FDVA staff, residents, and visitors.
- d) Jobsite Safety: Contractor shall ensure that FDVA staff, residents, and visitors are not in the work area and remain at a safe distance while performing the requirements of the Agreement. All equipment, tools, materials, supplies, preparation and application methods, as well as personal conduct of the Contractor will conform to "best practice" methodologies of the engaged field. Equipment, tools, materials, and supplies must not be left unattended for any reason, at any time. Contractor shall adhere to and be in compliance with OSHA and all applicable local, State, and federal safety codes, laws, ordinances, rules, regulations, and lawful orders of public authorities.
- e) Jobsite Security: Contractor is responsible for continuously maintaining a secure job site. Contractor shall ensure that adequate safeguards are implemented for the project. Contractor will wear easily identifiable ID badges or uniforms. Contractor must obtain FDVA Home Administrator and FDVA Project Manager approval prior to access to any secure area.
- f) Material Safety Data: Prior to application, Contractor shall provide a copy of the Material Safety Data Sheet (MSDS) for all materials and supplies used on-site to FDVA Project Manager. The MSDS shall remain on file with FDVA Project Manager as it provides valuable safety and adverse reaction information.
- g) Respiratory Protection: Prior to Contractor performing any work which may introduce dust, fumes, or any other material into the conditioned spaces of service location, Contractor shall notify FDVA Project Manager so preventative measures may be immediately implemented. Contractor shall provide vapor barriers (i.e. visqueen polyethylene plastic sheeting, temporary walls, etc.) and

masking when necessary in performance of the Agreement. Contractor shall have a Respiratory Protection Program in place, meeting local, State, and federal codes, laws, ordinances, rules, regulations, and lawful orders of public authorities. Prior to commencement of work, Contractor will provide a copy of Contractor's Respiratory Protection Program to FDVA Project Manager.

h) Protective Measures: Contractor shall provide all necessary protective measures needed to prevent overspray and drift damage to nearby surfaces, people, and property. This may require masking, erection of wind screens, or other protective measures in areas where products are applied by brush, roller, or spray equipment.

i) Cleanup: Contractor must ensure that the project jobsite is kept clean and safe on a daily basis. Contractor shall be responsible for the immediate cleanup of any project related spills and excess materials, including but not limited to all equipment, tools, materials, supplies, debris, and empty containers. All surface protective (masking) materials must be immediately removed after each given work area has been completed.

j) Check Out: Upon completion of daily work, Contractor shall notify FDVA Project Manager that Contractor staff has completed work and confirm that all security and safety measures have been performed. A service ticket shall be presented to the Project Manager upon completion. Service ticket will include date, time, name of Contractor designee, type of services and or inspections performed, and any comments about other items requiring immediate or future attention.

k) Emergency Service Calls: Upon the request from FDVA Project Manager, Contractor must provide a four hour emergency repair service response. Cost of emergency repair services shall not be part of the Agreement resulting from this solicitation. Due to the nature and dynamics of the facility and because services to residents would be curtailed, Contractor shall regard emergency services calls as a priority.

14. State Property Damage. FDVA Project Manager shall conduct a daily inspection of the work area to verify any potential alteration or damage of State property. Contractor shall not make any alteration to any surface of the facility without prior written approval of FDVA Home Administrator and FDVA Project Manager. Any State property damaged by the Contractor must be reported immediately to FDVA Project Manager. Damaged property shall be immediately repaired or replaced at the Contractor's sole expense. All repairs, parts, or replacement of damaged property shall be of like quality and design, in accordance with manufacturer's specifications and warranty, and restored, at a minimum, to the condition that existed immediately prior to the time of damage. Repair or replacement of damaged property must be pre-approved by and coordinated with FDVA Home Administrator and FDVA Project Manager. FDVA Project manager will conduct a final project site inspection upon completion of the total project with Contractor.

15. Contractor-Owned Equipment, Tools, Materials, and Supplies. Contractor must provide all equipment, tools, materials, and supplies necessary to perform the requirements of the Agreement. On-site storage of Contractor-owned equipment, tools, materials, and supplies is not permitted unless prior approval is granted by FDVA Home Administrator and FDVA Project Manager. FDVA assumes no liability for damage or loss to Contractor-owned equipment, tools, materials, and supplies. Public health and safety related to delivered, used, and stored equipment, tools, materials, and supplies shall be the sole responsibility of Contractor. Upon completion of the project, Contractor will remove all Contractor-owned equipment, tools, materials, and supplies from the facility.

16. Hours of Operation and Scheduling. Given the nature and dynamics of the facility, time is of the essence in the performance of the Agreement. All services shall be performed Monday through Friday between the hours of 8:00 am and 5:00 pm. Any work to be scheduled and performed outside the hours of 8:00 am and 5:00 pm shall require prior approval by FDVA Home Administrator and FDVA Project Manager.

Prior to commencement of work, Contractor Project Manager shall provide a detailed project schedule to FDVA Project Manager for approval. Unless prior authorization has been obtained from FDVA Project Manager, all work shall be scheduled with FDVA Project Manager at least three (3) business days in advance. Contractor shall provide sufficient personnel to perform project tasks and assume responsibility for managing the project team for the life of the Agreement.

17. Temperature Control – Duration of Project. Contractor shall provide, install and maintain portable heating/cooling equipment to maintain the temperature in the kitchen and dining area within the range of 68-76 degrees Fahrenheit, with less than 60% relative humidity for the entire duration of the project.

18. Specifications - New Air Handling Units. Contractor shall provide two new McQuay air handling units, or approved equivalent, which meet the specifications below.

AIR HANDLING UNIT 3 - New unit shall increase the cooling capacity of Air Handling Unit 3 by 10%

UNIT MFG. McQuay , MODEL LSL108CH , SERIAL 3UE00067-06
 MOTOR MFG. Century , HP 2.0 , RPM 1745 , CURRENT 230/460
 CFM 3,130 T SP 1.71" , HP 2.0 , CURRENT 460/30
 CAP 201,295 , BTU/HR ENT. DB 86.2 , WB 72.6 , LVG DB 54.0 , WB 53.0
 CH.W. GPM 40.0 , LVG 55.0 , ENT. 45.0 , LBS. ENT. - , LVG -
 HEAT CAP. PRE-70,416
RE -139,523 , BTU/HR AIR ON DB 40.0/55.0 , AIR LVG DB 55.0/95.0
 H.W. GPM 2.6/6.8 , ENT. 180.0 , LVG 140.0 , SPACE TEMP -
 ELEC. HT. KW _____ , VOLTS _____ , PHASE _____
 OA CFM 1,480 , DB _____ , WB _____ , COOL COIL Δ TH 14.29 , RA CFM 1,650

AIR HANDLING UNIT 4

UNIT MFG. McQuay , MODEL LSL111CH , SERIAL 3UE00068-06
 MOTOR MFG. Century , HP 3.0 , RPM 1745 , CURRENT 230/460
 CFM 4,775 T SP 1.75" , HP 3.0 , CURRENT 460/30
 CAP 229,165 , BTU/HR ENT. DB 81.0 , WB 68.2 , LVG DB 54.0 , WB 53.0
 CH.W. GPM 45.0 , LVG 55.0 , ENT. 45.0 , LBS. ENT. - , LVG -
 HEAT CAP. PRE-109,172
RE -209,105 , BTU/HR AIR ON DB 40.0/55.0 , AIR LVG DB 55.0/95.0
 H.W. GPM 3.9/10.4 , ENT. 180.0 , LVG 140.0 , SPACE TEMP _____
 ELEC. HT. KW _____ , VOLTS _____ , PHASE _____
 OA CFM 1,200 , DB _____ , WB _____ , COOL COIL Δ TH 10.67 , RA CFM 3575

19. Removal and Disposal of Existing Air Handling Units 3 and 4. Contractor will provide for the disconnection and removal of any and all items necessary to perform the requirements of the Agreement. If necessary, Contractor shall take pictures and measurements to ensure items and equipment are replaced to their original position(s), or reconfigured, as required. Contractor is responsible to remove and properly dispose of the existing air handling units 3 and 4. The scope includes, but is not limited to:

- a) If required to remove and replace the air handling units; disassemble and remove the access ladder.
- b) Disconnect and remove all electrical, sheet metal, piping, plumbing and ductwork from existing air handling units 3 and 4.
- c) Disconnect existing controls and valves.
- d) Disassemble and remove air handling units 3 and 4 and associated preheat, chilled and reheat coils.
- e) Dispose of air handling units 3 and 4 as required by applicable laws and regulations.
- f) Dispose of any oil, liquids or chemicals recovered from existing units as required by applicable laws and regulations.

20. Installation of New Air Handling Units. Contractor shall install the two new air handling units in the same location as the existing units. Contractor shall reconnect, reinstall and reconfigure, if required, all electrical, sheet metal, piping, plumbing and ductwork necessary for proper operation and installation of the new air handling units. The scope includes, but is not limited to:

- a) Install two new air handling units, and associated preheat, chilled and reheat coils.
- b) Install new 3" deep auxiliary drain pans sized to accommodate new air handling units and connect to existing condensate drain lines.
- c) Install new "Y" strainer on each chilled water circuit.
- d) Install one 18" x 18" motorized control damper on the outside air intake of air handling unit 4. (Damper motor provided by Owner)
- e) Reconnect existing controls and valves.
- f) Install hangers, supports and vibration isolation as required.
- g) Reconnect, reinstall and reconfigure, if required, all electrical, sheet metal, piping, plumbing and ductwork.
- h) Install proper type of insulation in the ductwork, piping and sheet metal.
- i) Reassemble and install the access ladder.

21. Test and Balance Services. Upon completion of installation, at the sole expense of Contractor, the Contractor shall employ a qualified independent company, having all required licenses and certifications, to perform a test and balance of the system; verifying the air handling units are operating at design parameters. The test and balance company shall furnish labor, instruments and tools required to test, adjust and balance the system and related plumbing systems. Contractor shall be responsible to ensure all identified deficiencies are corrected, and provide a written test and balance report to the FDVA Project Manager within fourteen (14) days from completion of installation. Prior to "Final Acceptance and Approval" the test and balance report shall be approved by the FDVA Project Manager.

22. Training Services. Contractor shall provide a minimum of four (4) hours training to facility maintenance staff on proper operation, routine maintenance procedures and general troubleshooting of the air handling units.

23. Non-regulated and Regulated Waste Disposal Services. In accordance with all applicable local, State, and federal codes, laws, ordinances, rules, regulations, and lawful orders of public authorities, Contractor shall properly dispose of any and all non-regulated and regulated waste resulting from the performance of the Agreement.

24. Right to Inspect and Audit. In accordance with Article 1, Section 24, Florida State Constitution and Section 119.011, Florida Statutes, FDVA and its duly authorized representatives shall have the right to inspect and audit any facilities, commodities, services, materials, records, papers, documents, drawings, books, and electronic storage media of Contractor and subcontractor(s) which FDVA and its duly authorized representatives deem relevant to the Agreement. All information requested to be delivered, for purposes of inspection and audit, shall be furnished to FDVA and its duly authorized representatives within three (3) business days from date of FDVA provision of notice. At its sole discretion, without notice, FDVA and its duly authorized representatives may conduct audits at any location during normal business days and hours. If an audit has been initiated and audit findings have not been resolved, the information shall be retained until resolution of the audit findings. The rights of access must not be limited to the required retention periods but shall be provided for as long as the records are retained and deemed relevant to the Agreement by FDVA and its duly authorized representatives. Contractor shall be solely responsible for all storage, maintenance, preparation, duplication, transfer, delivery, and disposal; as well as any costs or fees associated with any information to be stored, maintained, provided, delivered, and disposed of under the Agreement. Contractor's failure to provide retention of and access to the above detailed shall constitute a breach of contract and may result in termination of the Agreement at the sole discretion of FDVA.

25. Inspection and Payment. FDVA is unable to pay in advance for any pre-staging, staging, labor, services, equipment, tools, materials, or supplies (stored or otherwise). Payment(s) can only be issued for

actual Contractor completed work which has been certified as acceptably performed and approved solely by FDVA.

a) Upon Contractor completion of the Agreement (removal of existing air handling units 3 and 4 and associated preheat, chilled and reheat coils, installation of two new air handling units, written test and balance report, training and proper disposal services for all project related waste) the FDVA Project Manager will conduct an inspection and develop a punch list of items that need correction or completion. Upon discovery, Contractor shall repair all deficiencies to the full satisfaction of FDVA. All deficiencies noted during inspection will be repaired in compliance with local, State, and federal codes, laws, ordinances, rules, regulations, and lawful orders of public authorities, as well as manufacturer's specifications and warranty.

b) Once Contractor has completed any corrections identified, FDVA Project Manager will proceed with Final Inspection of total work. With FDVA Project Manager's Final Inspection approval, FDVA Project Manager will proceed with review for Final Acceptance.

c) Upon the FDVA Project Manager's full Final Acceptance and Approval, Contractor will submit an invoice for the total Agreement sum to the FDVA Project Manager. Total dollars invoiced shall not exceed the total Agreement sum. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

26. Invoicing and Payment. Contractor shall submit invoicing to the attention of FDVA's Project Manager. FDVA Project Manager shall be responsible for monitoring Contractor performance of the Agreement and upon acceptance and approval, certify invoicing for payment. Contractor's Federal Employer Identification Number, FDVA Agreement number, FDVA purchase order number, and service location's name and address must appear on all invoices. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Prices shall be Contractor's net, delivered prices (F.O.B. destination), and must be in United States Dollars (USD). FDVA payment shall be made in accordance with Section 215.422, Florida Statutes, which states Contractor's rights and State Agency's responsibilities concerning interest penalties and time limits for payment of invoices. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

Vendors wishing to do business with the State of Florida must register, complete, and submit an electronic Form W-9 to the Department of Financial Services (DFS). The Internal Revenue Service (IRS) will receive and validate all vendor provided Form W-9 information. Vendor failure to submit valid Form W-9 information to DFS shall prevent State agencies from entering into agreements, creating purchase orders, and issuing any payment. To learn more and register for a webinar, please visit <http://www.myfloridacfo.com/aadir/SubstituteFormW9.htm>. For further assistance, vendors may contact the State of Florida Vendor W9 Help Desk directly at 850-413-5519.

27. Maintenance Manual. Prior to FDVA Final Acceptance, Contractor shall provide to the FDVA Project Manager, in "hard-copy" and in "electronic" format (ie, pdf on CD), a maintenance manual. The hard-copy manual will be bound in a hard plastic cover binder. The maintenance manual, both hard-copy and electronic format, shall be neatly labeled with easily identifiable sections and will be exhaustive to the extent that they may be used as the sole guide to identification, trouble shooting, maintenance, and repairs. The manual shall include, but not be limited to, diagrams, schematics, and functional details. All manuals, both hard copy and electronic format, must be approved by the FDVA Project Manager prior to FDVA Final Acceptance.

28. Warranty. Contractor shall warrant that all labor, services, equipment, tools, materials, and supplies provided to be of the highest quality, free from all defects whatsoever, in compliance with local, State, and federal codes, laws, ordinances, rules, regulations, and lawful orders of public authorities, as well as manufacturer's specifications and warranty guidelines. Prior to FDVA Final Acceptance, Contractor shall provide FDVA Project Manager with the following warranty documentation in writing:

a) One year manufacturer's warranty on equipment/parts beginning on the date of equipment start-up. Date of shipment warranty shall not supersede the one year warranty.

b) Contractor shall provide a minimum of one year labor.

29. Final Acceptance and Approval. FDVA Project Manager's Final Acceptance and Approval shall be certified upon Contractor's completion of the following closeout requirements:

- a) Final written test and balance report approved by FDVA Project Manager.
- b) Correction/Completion of any deficiencies identified during inspection(s).
- c) Disposal of all project related waste.
- d) Removal of all Contractor-owned equipment, tools, materials, and supplies.
- e) Applicable submittals (permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging and permissions).
- f) Maintenance manual in both hard-copy and electronic format.
- g) Two sets of as-built plans in both hard-copy and electronic format.
- h) Contractor customer service information.
- i) Warranties for equipment/parts and labor.
- j) Training hours provided to facility maintenance staff.
- k) FDVA Project Manager acceptance and approval of Contractor's final invoice.

SECTION "VI"
BID FORM

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

THE UNDERSIGNED HEREBY AGREES TO FURNISH ALL LABOR, SERVICES, EQUIPMENT, TOOLS, MATERIALS, AND SUPPLIES REQUIRED IN ACCORDANCE WITH THE SPECIFICATIONS ON FILE WITH THE FLORIDA DEPARTMENT OF VETERANS' AFFAIRS, MARY GRIZZLE BLDG., ROOM 311-K, 11351 ULMERTON ROAD, LARGO, FL 33778, WHICH HAVE BEEN CAREFULLY EXAMINED AND ATTACHED HERETO.

INVITATION TO BID (ITB): FDVA-ITB-14-005B "JENKINS – AIR HANDLING UNITS 3 AND 4 REPLACEMENT"

PROJECT DESCRIPTION: CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, LABOR, HVAC MECHANICAL SERVICES, TOOLS, MATERIALS, AND SUPPLIES FOR THE REMOVAL OF EXISTING AIR HANDLING UNITS 3 AND 4, AND ASSOCIATED PREHEAT, CHILLED AND REHEAT COILS, INSTALLATION OF TWO NEW AIR HANDLING UNITS, TRAINING AND PROPER DISPOSAL SERVICES FOR ALL PROJECT RELATED WASTE FOR THE ROBERT H. JENKINS, JR. STATE VETERANS' DOMICILIARY HOME, LOCATED AT 751 SE SYCAMORE TERRACE, LAKE CITY, FLORIDA 32025.

CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN PORTABLE HEATING/COOLING EQUIPMENT TO MAINTAIN THE TEMPERATURE IN THE KITCHEN AND DINING AREA WITHIN THE RANGE OF 68-76 DEGREES FAHRENHEIT, WITH LESS THAN 60% RELATIVE HUMIDITY FOR THE ENTIRE DURATION OF THE PROJECT.

CONTRACTOR SHALL EMPLOY A QUALIFIED INDEPENDENT COMPANY, HAVING ALL REQUIRED LICENSES AND CERTIFICATIONS, TO PERFORM A TEST AND BALANCE OF THE SYSTEM, VERIFYING THE AIR HANDLING UNITS ARE OPERATING AT DESIGN PARAMETERS.

PROJECT BID TOTAL PRICE: \$_____. PROJECT BID TOTAL PRICE SHALL BE INCLUSIVE OF ALL REQUIREMENTS AND RELATED COSTS AS STATED IN THIS SOLICITATION AND ANY ADDENDUM ISSUED PRIOR TO BID OPENING DUE DATE AND TIME.

PROJECT COMPLETION: FROM THE DATE OF AGREEMENT'S FULL EXECUTION, FDVA REQUIRES SPECIFIED SERVICES TO BE COMPLETED TO THE FULL SATISFACTION AND ACCEPTANCE OF FDVA WITHIN ONE-HUNDRED AND TWENTY (120) CALENDAR DAYS.

CONTRACTOR ESTIMATED TIME FOR COMPLETION _____ **DAYS.**

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

CONTRACTOR'S FEDERAL I.D. #: _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

PERSON TO CONTACT AFTER AWARD: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I CERTIFY THAT I HAVE READ AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SOLICITATION, AND THAT THIS BID IS MADE IN ACCORDANCE WITH ALL REQUIREMENTS OF THE SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "VII"
STATEMENT OF NO BID

IF RESPONDENT DOES NOT INTEND TO SUBMIT A RESPONSE TO THIS SOLICITATION, PLEASE FULLY EXECUTE THE BELOW FORM IN THE PROVIDED FORMAT AND RETURN TO FDVA PRIMARY CONTACT. FORM MAY BE SENT TO EMAIL ADDRESS padgett@fdva.state.fl.us OR MAILED TO THE FOLLOWING:

CHARLENE PADGETT
PURCHASING SPECIALIST
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
MARY GRIZZLE STATE OFFICE BUILDING
11351 ULMERTON ROAD, ROOM 311-K
LARGO FLORIDA 33778-1630

WE, THE UNDERSIGNED, DECLINE TO SUBMIT A RESPONSE TO FDVA SOLICITATION NO. FDVA-ITB-14-005B FOR THE FOLLOWING REASON(S):

- WE DO NOT OFFER THE PRODUCT OR SERVICE.
- SPECIFICATIONS TOO "TIGHT" (PLEASE EXPLAIN BELOW).
- SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- UNABLE TO MEET SPECIFICATIONS.
- INSUFFICIENT TIME TO RESPOND TO SOLICITATION.
- OUR SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- UNABLE TO MEET BOND REQUIREMENTS.
- UNABLE TO MEET INSURANCE REQUIREMENTS.
- OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I HEREBY CERTIFY THAT THE CONTRACTOR IDENTIFIED ABOVE DECLINES TO SUBMIT A RESPONSE TO THIS SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "VIII"
RESPONDENT REFERENCES

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

HOW LONG IN PRESENT LOCATION: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

IN THE FOLLOWING BELOW PROVIDED SPACES, RESPONDENT SHALL LIST ANY NAMES UNDER WHICH IT OPERATED DURING THE PAST FIVE (5) YEARS:

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO PROPERLY EVALUATE RESPONDENT'S RESPONSE TO THIS SOLICITATION. RESPONDENT MUST PROVIDE FOUR (4) VERIFIABLE CLIENT REFERENCES IN THE ENGAGED INDUSTRY. REFERENCES LISTED MUST BE FOR COMMODITIES OR SERVICES SIMILAR IN NATURE TO THAT REQUIRED BY THIS SOLICITATION.

THE SAME CLIENT MAY NOT BE LISTED FOR MORE THAN ONE (1) REFERENCE AND CONFIDENTIAL CLIENTS SHALL NOT BE INCLUDED. SUBCONTRACTORS LISTED AS REFERENCES WILL NOT BE ACCEPTED. ENTITIES HAVING AN AFFILIATION WITH THE RESPONDENT (I.E. CURRENTLY PARENT, SUBSIDIARY HAVING COMMON OWNERSHIP, HAVING COMMON DIRECTORS, OFFICERS OR AGENTS OR SHARING PROFITS OR LIABILITIES) WILL NOT BE ACCEPTED AS REFERENCES.

IN THE EVENT THE RESPONDENT HAS HAD A NAME CHANGE SINCE THE TIME SIMILAR COMMODITIES OR SERVICES WERE PERFORMED FOR A LISTED REFERENCE, THE NAME UNDER WHICH THE RESPONDENT OPERATED AT THAT TIME MUST ALSO BE PROVIDED ADJACENT TO THE SPACE PROVIDED FOR VENDOR NAME.

REFERENCES SHOULD BE AVAILABLE FOR CONTACT DURING NORMAL BUSINESS HOURS; 8:00 AM TO 5:00 PM LOCAL TIME. FDVA WILL ATTEMPT TO CONTACT EACH REFERENCE TWO (2) TIMES (ONCE BY EMAIL AND ONCE BY PHONE). IN THE EVENT THE REFERENCE CANNOT BE REACHED, FDVA WILL REQUEST RESPONDENT TO PROVIDE AN ALTERNATE REFERENCE WITHIN ONE (1) BUSINESS DAY. RESPONDENT FAILURE TO PROVIDE ALTERNATE REFERENCE WITHIN THE REQUIRED TIME MAY RESULT IN THE RESPONDENT BEING CONSIDERED NON-RESPONSIVE. FDVA WILL NOT ATTEMPT TO CORRECT AGED OR INCORRECTLY SUPPLIED INFORMATION.

ADDITIONALLY, FDVA RESERVES THE RIGHT TO CONTACT CLIENTS OTHER THAN THOSE IDENTIFIED BY THE RESPONDENT IN ORDER TO OBTAIN ADDITIONAL INFORMATION REGARDING RESPONDENT PAST PERFORMANCE. ANY INFORMATION OBTAINED AS A RESULT OF SUCH CONTACT MAY BE USED TO DETERMINE WHETHER OR NOT THE RESPONDENT IS A "RESPONSIBLE VENDOR", AS DEFINED IN SECTION 287.012 (24), FLORIDA STATUTES.

Invitation to Bid FDVA-ITB-14-005B
Florida Department of Veterans' Affairs

REFERENCE NUMBER 1:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

REFERENCE NUMBER 2:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

Invitation to Bid FDVA-ITB-14-005B
Florida Department of Veterans' Affairs

REFERENCE NUMBER 3:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

REFERENCE NUMBER 4:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

SECTION "IX"
ADDENDUM ACKNOWLEDGMENT FORM

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

PRIOR TO SUBMITTING A RESPONSE TO THIS SOLICITATION, IT IS THE RESPONSIBILITY OF THE RESPONDENT TO CONFIRM IF ANY ADDENDUM HAS BEEN ISSUED VIA THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS).

FAILURE TO ACKNOWLEDGE ISSUED ADDENDUM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE. IF ANY ADDENDUM WAS ISSUED, THE AUTHORIZED UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM TO THIS SOLICITATION:

ADDENDUM NO.: _____ DATED: _____ ADDENDUM NO.: _____ DATED: _____
ADDENDUM NO.: _____ DATED: _____ ADDENDUM NO.: _____ DATED: _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I ACKNOWLEDGE RECEIPT OF THE ISSUED ADDENDUM TO THIS SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "X"
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

SECTION 287.135 FLORIDA STATUTES PROHIBITS STATE AGENCIES FROM CONTRACTING WITH COMPANIES, FOR GOODS AND SERVICES FOR ONE MILLION DOLLARS OR MORE, WHICH ARE EITHER ON 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.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I HEREBY CERTIFY THAT THE CONTRACTOR IDENTIFIED ABOVE 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 FDVA MAY IMMEDIATELY TERMINATE THE AGREEMENT FOR CAUSE IF THE RESPONDENT IS PLACED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, PURSUANT TO SECTION 215.473, FLORIDA STATUTES.

I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION MAY RESULT IN TERMINATION OF THE AGREEMENT, AND SUBJECT THE RESPONDENT TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO SECTION 287.153 FLORIDA STATUTES.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "XI"
ATTESTATION OF NO CONFLICT

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

REPRESENTATIVES OF THE RESPONDENT CONTRACTOR ARE REQUIRED TO DISCLOSE IF THEY HAVE ANY CONFLICT OF INTEREST IN THE PROCUREMENT PROCESS REGARDING THIS SOLICITATION.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGMENT: EACH UNDERSIGNED INDIVIDUAL HEREBY ATTESTS THAT HE/SHE TOOK PART IN THE PROCUREMENT PROCESS FOR THE ABOVE DETAILED SOLICITATION AND THAT THEY HAVE NO CONFLICT OF INTEREST.

1. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

2. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

3. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

4. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

5. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

6. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

7. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

APPENDIX "A"
CERTIFICATION OF DRUG-FREE WORKPLACE

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

SECTION 287.087, FLORIDA STATUTES, PROVIDES THAT WHERE IDENTICAL (TIE) RESPONSES ARE RECEIVED, PREFERENCE SHALL BE GIVEN TO A BID RECEIVED FROM A RESPONDENT THAT CERTIFIES IT HAS IMPLEMENTED A DRUG-FREE WORKFORCE PROGRAM. PLEASE REVIEW THE BELOW, SIGN, AND RETURN THIS FORM TO CERTIFY RESPONDENT'S IMPLEMENTATION OF A DRUG-FREE WORKPLACE PROGRAM AS FOLLOWS:

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 VIOLATION OF SUCH PROHIBITION.
2. INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE COMPANY'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 GOODS OR SERVICES REQUIRED IN THIS SOLICITATION A COPY OF THE STATEMENT SPECIFIED ABOVE IN SECTION 1.
4. IN THE STATEMENT SPECIFIED ABOVE IN SECTION 1, NOTIFY EMPLOYEE(S) AS A CONDITION OF PROVIDING THE GOODS OR SERVICES REQUIRED IN THIS SOLICITATION, THAT EMPLOYEE(S) WILL ABIDE BY THE TERMS OF THE STATEMENT AND WILL NOTIFY COMPANY 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 AND ANY STATE, FOR A VIOLATION OCCURING IN THE WORKPLACE NO LATER THAN FIVE (5) CALENDAR 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 A DRUG-FREE WORKPLACE PROGRAM.

ACKNOWLEDGMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I CERTIFY THAT THIS COMPANY FULLY COMPLIES WITH THE ABOVE REQUIREMENTS. I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION MAY RESULT IN TERMINATION OF THE AGREEMENT, AND SUBJECT THE RESPONDENT TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO SECTION 287.153, FLORIDA STATUTES.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

APPENDIX "B"
NON-COLLUSION AFFIDAVIT

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

STATE OF _____ COUNTY OF _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

I STATE THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT ON BEHALF OF MY COMPANY, AND ITS OWNER, DIRECTORS, AND OFFICERS. I AM THE PERSON RESPONSIBLE IN MY COMPANY FOR THE PRICE(S) AND THE AMOUNT(S) OF THIS BID, AND THE PREPARATION OF THIS BID. I STATE THAT:

1. THE PRICE(S) AND AMOUNT(S) OF THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER PROVIDER, POTENTIAL PROVIDER, BIDDER, OR POTENTIAL BIDDER.
2. NEITHER THE PRICE(S) NOR THE AMOUNT(S) OF THIS BID, AND NEITHER THE APPROXIMATE PRICE(S) NOR APPROXIMATE AMOUNT(S) OF THIS BID, HAVE BEEN DISCLOSED TO ANY OTHER COMPANY OR PERSON WHO IS A PROVIDER, POTENTIAL PROVIDER, BIDDER, OR POTENTIAL BIDDER, AND THEY WILL NOT BE DISCLOSED BEFORE THE BID OPENING.
3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE TO INDUCE ANY COMPANY OR PERSONS TO REFRAIN FROM SUBMITTING A BID FOR THIS SOLICITATION, OR TO SUBMIT A PRICE(S) HIGHER THAT THE PRICE(S) IN THIS BID, OR TO SUBMIT ANY INTENTIONALLY HIGH OR NONCOMPETITIVE PRICE(S) OR OTHER FORM OF COMPLEMENTARY BID.
4. THE BID OF MY COMPANY IS MADE IN GOOD FAITH AND NOT PURSUANT TO ANY AGREEMENT OR DISCUSSION WITH, OR INDUCEMENT FROM, ANY COMPANY OR PERSON TO SUBMIT A COMPLEMENTARY OR OTHER NONCOMPETITIVE BID.
5. THE NAMED COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTOR, AND EMPLOYEES ARE NOT CURRENTLY UNDER INVESTIGATION, BY ANY GOVERNMENTAL AGENCY AND HAVE NOT IN THE LAST THREE YEARS BEEN CONVICTED OR FOUND LIABLE FOR ANY ACT PROHIBITED BY STATE OR FEDERAL LAW IN ANY JURISDICTION, INVOLVING CONSPIRACY OR COLLUSION WITH RESPECT TO SUBMITTING A RESPONSE ON ANY PUBLIC CONTRACT.

I STATE THAT I, AND THE NAMED COMPANY, UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE REPRESENTATIONS ARE MATERIAL AND IMPORTANT, AND WILL BE RELIED ON BY THE STATE OF FLORIDA FOR WHICH THIS BID IS SUBMITTED. I UNDERSTAND AND MY COMPANY UNDERSTANDS ANY MISSTATEMENT IN THIS AFFIDAVIT IS AND SHALL BE TREATED AS FRAUDULENT CONCEALMENT FROM THE STATE OF FLORIDA OF THE TRUE FACTS RELATING TO THE SUBMISSION OF BID FOR THIS CONTRACT.

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

COUNTY OF _____ STATE OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2014.

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC _____

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION: _____

TYPE OF IDENTIFICATION PRODUCED: _____

ATTACHMENT "A"
SAMPLE AGREEMENT ("Draft")
FDVA-ITB-14-005B "JENKINS – AIR HANDLING UNITS 3 AND 4 REPLACEMENT"

THIS AGREEMENT is made on this ____ day of _____, 2014, by and between State of Florida, Department of Veterans' Affairs ("FDVA"), with its principal business location at Mary Grizzle State Office Building, 11351 Ulmerton Road, Room 311-K, Largo, FL 33778-1630 and _____ ("Contractor"), with its principal business location at _____. Each referred to as a "party" or collectively "parties".

WHEREAS, FDVA issued Invitation to Bid (ITB) No. FDVA-ITB-14-005B, on _____; for the provision of all equipment, labor, HVAC mechanical services, tools, materials, and supplies for the removal of existing air handling units 3 and 4, and associated preheat, chilled and reheat coils, installation of two new air handling units, training, proper disposal services for all project related waste, installation and maintenance of temporary portable heating/cooling equipment and a qualified independent company, having all required licenses and certifications to perform a test and balance of the system, in accordance with FDVA requirements as set forth in the ITB.

WHEREAS, Contractor submitted a Response to the ITB on _____, 2014; and

WHEREAS, FDVA awarded the ITB Submittal to Contractor and the parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, the parties in consideration of the mutual benefits and promises set forth herein, the adequacy of which is acknowledged by the parties, agree as follows:

1.1 DOCUMENTS:

1.1.1 "Contract Documents" shall mean and refer to this Agreement including any attachments, the ITB, all addenda and exhibits attached thereto, including but not limited to, all duly executed and issued amendments (attached hereto as Exhibit "A"), the Bid (attached hereto as Exhibit "B"), and any other exhibits as required. All of the foregoing are incorporated herein by reference and are made a part of this Agreement.

1.1.2 To the extent of any conflict between the Contract documents, the Agreement and Amendments shall control, then the Solicitation and Addendum, then the FDVA Purchase Order, and then the Contractor's Bid.

2.1 GENERAL DESCRIPTION OF SERVICES:

2.1.1 Contractor shall provide for the Robert H. Jenkins, Jr. State Veterans' Domiciliary Home, located at 751 SE Sycamore Terrace, Lake City, Florida 32025, all equipment, labor, HVAC mechanical services, tools, materials, and supplies for the removal of existing air handling units 3 and 4, and associated preheat, chilled and reheat coils, installation of two new air handling units, training, proper disposal services for all project related waste, installation and maintenance of temporary portable heating/cooling equipment and a qualified independent company, having all required licenses and certifications to perform a test and balance of the system, in accordance with FDVA requirements as set forth in the ITB.

2.1.2 Contractor shall complete the tasks as outlined in the ITB, as well as all services and work not mentioned, but necessary for Contractor to complete the work outlined in the Contract Documents.

2.1.3 Contractor is responsible for securing any and all licenses, permits, special variances, inspections, approvals, exemptions, and permissions required to complete the work called for by the Contract Documents, including coordinating and notifying any agencies, prior to and during the work, which require such communication(s).

3.1 CONTRACT SUM AND TERMS OF PAYMENT:

3.1.1 In consideration of Contractor's faithful performance of the covenants in this Agreement and its completion and delivery of the statement of work as outlined in the Contract Documents, to the full satisfaction and acceptance of FDVA; FDVA agrees to pay or cause to be paid a total contract sum not to exceed **\$ TBD**, as set forth in Contractor's Bid.

3.1.2 It is agreed that Contractor's expenses, including but not limited to, costs for travel, printing and photocopying, long distance telephone calls and facsimiles, and overnight delivery services, are included in the sum listed in 3.1.1 above.

3.1.3 FDVA does not pay any excise or sales tax and shall provide to the Contractor sales tax exemption information, where appropriate.

3.1.4 During the performance of the services under this Agreement, FDVA shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the services called for by the Contract Documents. Contractor must receive prior written approval from FDVA before beginning any additional services related to the work under the Contract Documents. In the event that FDVA provides prior written approval for additional services, then, upon completion of such additional services, Contractor shall be entitled to compensation for the additional services rendered at the rate(s) or price(s) set forth in the Bid, or as otherwise mutually agreed upon by the parties in writing. If Contractor performs additional services without first receiving prior written approval from FDVA, Contractor shall not be entitled to compensation for the unapproved services.

4.1 DELIVERABLES:

4.1.1 The deliverables, as defined in the Agreement, are installation and maintenance of temporary portable heating/cooling equipment, all equipment, labor, HVAC mechanical services, tools, materials, and supplies for the removal of existing air handling units 3 and 4, and associated preheat, chilled and reheat coils, installation of two new air handling units, training, proper disposal services for all project related waste, a test and balance of the system, maintenance manuals, as-built plans and warranties.

5.1 PERFORMANCE MEASURES:

5.1.1 Performance measures will be based on the quality and timeliness of the deliverables as determined solely by FDVA.

6.1 FINANCIAL CONSEQUENCES:

6.1.1 In the event of Contractor delay in the provision of services, not subject to unavoidable delays, FDVA reserves the right to recover actual damages which it estimates at this time to be in the amount of \$315.00 per calendar day for the first twenty-eight (28) days and \$158.00 per calendar day thereafter, the Contractor fails to complete the requirements specified in the Agreement. FDVA reserves the right to increase this amount if actual damages caused by Contractor's delay are higher. Deductions may be made from monies due or which may be due to the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor. Contractor shall submit written notice detailing the cause of delay to provision of services and potential remedy to FDVA Project Manager. Upon completion of FDVA Project Manager evaluation, FDVA Contracting Administrator will issue written response stating FDVA determination.

6.1.2 Contractor shall be solely responsible for the correction of all applicable deficiencies, tags, and citations; and will be liable for payment of any monetary fine, or reimbursement of per diem lost, if such fine or per diem lost is the result of any deficiency that is found by a licensure or certification entity and that is attributable to the Contractor.

7.1 APPLICABLE LEGAL STANDARDS:

7.1.1 Contractor shall comply with all federal and state laws, rules and/or regulations, and lawful orders of public authorities that, in any manner, could bear on the provision of services under the Contract Documents.

7.1.2 As between the parties, Contractor shall obtain and maintain at its own expense all licenses, permits, approvals, and regulatory authority required by law with respect to Contractor's operation and provision of services as contemplated in the Contract Documents, and FDVA shall obtain and maintain at its own expense all licenses, permits, approvals, and regulatory authority required by law with respect to FDVA's use of the services contemplated in the Contract Documents. Unless specified otherwise in the Contract Documents, each party will give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in this Agreement.

7.1.3 If the Contractor provides services in a manner that it knows is contrary to any laws, ordinances, orders, rules, and/or regulations, or that the Contractor should have known was contrary to the same, the Contractor shall assume full responsibility for such services and shall bear all attributable costs.

7.1.4 If the contract sum is for \$1 million dollars or more, and the Contractor is subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, FDVA, or if the Contractor has found to have submitted a false certification representing that Contractor has not been placed on these lists, then FDVA may terminate this agreement, in accordance with section 287.135, Florida Statutes (2013).

8.1 NOTICES:

8.1.1 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.

9.1 TERM OF SERVICE:

9.1.1 The term of this Contract shall commence on _____, with no renewals. From the date of Agreement's full execution, FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA within one-hundred and twenty (120) calendar days. Final date for Contract Completion on _____.

9.1.2 Termination of this Contract shall be governed by the provisions specified in ITB Section II, Item No. 22 "Termination for Convenience" and Item No. 23 "Termination for Cause".

10.1 MODIFICATION:

10.1.1 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.

11.1 SUCCESSORS AND ASSIGNS:

11.1.1 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; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. 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.

12.1 ENTIRE AGREEMENT

12.1.1 The Contract Documents, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto.

13.1 CLOSING

13.1.1 In the event any portion of the Contract Documents shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable and the Contract Documents shall be treated as though that portion had never been part of the Contract Documents.

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Florida Department of Veterans' Affairs

13.1.2 The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

13.1.3 Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

13.1.4 Contractor understands and agrees it shall be bound by all the terms and conditions of this Contract, as well as such terms and conditions set forth in Invitation to Bid (ITB) Number FDVA-ITB-14-005B.

13.1.5 This Agreement shall be governed by the laws of the State of Florida, and the parties stipulate any matter, action or proceeding, which is the subject of this Contract, shall be held in the State courts or the U.S. District Court for the Northern District of Florida, Tallahassee Division, located in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on _____,
2014.

Contractor Signature
Print Name: _____
Title: _____

State of Florida
Department of Veterans' Affairs
Signature: _____
Print Name: _____
Title: _____

Approved as to form and legality by
FDVA General Counsel's Office:
Signature: _____
Print Name _____
Title: _____