



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

**INVITATION TO BID (ITB)
FDVA-ITB-16-008B
"JENKINS – AUDIO/VIDEO SECURITY SYSTEM"**

**ISSUED:
WEDNESDAY, MAY 11, 2016**

**BID DUE DATE/TIME AND OPENING:
THURSDAY, JULY 14, 2016 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: PURCHASINGLARGO@FDVA.STATE.FL.US



<p>DELIVER TO:</p> <p>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>		<p>STATE OF FLORIDA DEPARTMENT OF VETERANS' AFFAIRS</p> <p>INVITATION TO BID</p> <p>BIDDERS ACKNOWLEDGMENT FORM</p> 	
<p>BID NO: FDVA-ITB-16-008B</p>	<p>TITLE: "JENKINS – AUDIO/VIDEO SECURITY SYSTEM"</p>	<p>ISSUED: <u>WEDNESDAY, MAY 11, 2016</u></p> <hr/> <p>PAGE COUNT: <u>111</u></p>	
<p>REQUIRED COPIES: ONE (1) ORIGINAL AND TWO (2) COPIES.</p>		<p>BIDS ARE DUE BY AND WILL BE OPENED ON <u>THURSDAY, JULY 14, 2016 BY 3:00PM LOCAL TIME.</u> BIDS SHALL NOT BE WITHDRAWN WITHIN SIXTY (60) BUSINESS DAYS AFTER SUCH DATE AND TIME.</p>	
<p>CONTRACTOR NAME:</p>		<p>MANDATORY PRE-BID MEETING AND ON-SITE VISIT AT THE ROBERT H. JENKINS, JR. STATE VETERANS' DOMICILIARY HOME: <u>THURSDAY, JUNE 2, 2016.</u> SEE PAGE FIVE (5) FOR FURTHER DETAILS.</p> <p>DEADLINE FOR RESPONDENT'S WRITTEN QUESTIONS AND SUBMITTALS FOR APPROVED EQUIVALENTS BY <u>THURSDAY, JUNE 9, 2016, 3:00PM LOCAL TIME.</u></p>	
<p>FEDERAL TAX ID NUMBER:</p>			
<p>CONTRACTOR MAILING ADDRESS:</p>			
<p>CITY – STATE – ZIP:</p>			
<p>EMAIL ADDRESS:</p>		<p>PHONE NUMBER:</p>	
<p>PHONE NUMBER:</p>		<p>FAX NUMBER:</p>	
<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.</p> <p style="text-align: center;">*** RETURN THIS SHEET, FULLY COMPLETED AND EXECUTED, WITH YOUR BID PACKAGE ***</p>			

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SECTION "I"
INTRODUCTION

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- 2. Purpose and Scope.**
- 3. Mandatory Pre-Bid Meeting and On-Site Visit.**
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1. Issuing Office.

a) The sole points of contact with the Florida Department of Veterans' Affairs (FDVA), for purposes of this solicitation, are the Contract Administrator or Purchasing Officer as identified below:

Primary Contact	Alternate Contact
Charlene Padgett Purchasing Specialist / Contract Administrator 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: PurchasingLargo@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, Suite 311-K Largo, Florida 33778-1630 Telephone: (727) 518-3202, x5557 E-mail: PurchasingLargo@FDVA.STATE.FL.US

b) 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. FDVA shall not be bound by any information from whatever source that is not expressly contained within this solicitation.

2. Purpose and Scope. FDVA invites interested Contractors to submit bids in accordance with this solicitation. The purpose of this solicitation is to establish an Agreement for Contractor provision of all vehicles, trailers, storage containers, services, labor, equipment, tools, materials, and supplies required for the removal of the existing chain link fence and gate at the delivery entrance and the installation of all fencing, gates, gate operators, boom barrier systems, closed circuit television (CCTV) cameras, monitors, network recording devices, switches, wiring and control/interface equipment for the Robert H. Jenkins, Jr. State Veterans' Domiciliary Home, located at 751 SE Sycamore Terrace, Lake City, Florida 32025. Additionally, Contractor shall also provide for proper disposal of all project related waste. Respondent must demonstrate the experience and capability to deliver and execute the requirements specified in this solicitation and any issued addendum. Any services beyond the executed Agreement will require FDVA Contract Manager to initiate another procurement action.

FDVA anticipates that this Agreement shall commence on July 22, 2016, with no renewals. FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA and any

applicable authorities having jurisdiction, within one-hundred-eighty (180) calendar days from the date of Agreement's full execution.

3. 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 mandatory pre-bid meeting and on-site visit shall disqualify Contractor from submitting a bid and any consideration. This opportunity allows Contractors to tour the service location (site areas), 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. CONTRACTORS ARE ENCOURAGED TO INVITE KNOWLEDGEABLE REPRESENTATIVES FROM ALL ANTICIPATED SUB-CONTRACTORS TO ATTEND THE PRE-BID MEETING.

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 ITS OBLIGATION TO CARRY OUT THE PROVISIONS OF THE EXECUTED AGREEMENT.

**Location: Robert H. Jenkins, Jr. State Veterans' Domiciliary Home
751 SE Sycamore Terrace
Lake City, Florida 32025
Date: June 2, 2016 – 11:00 AM (local time)
Check in/Sign in: Home's Front Entrance Reception Desk**

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in public meetings related to this solicitation is asked to advise FDVA at least five (5) business days before the meeting by contacting the FDVA Primary Contact at the email address provided above. If you are hearing or speech impaired, please contact Florida Relay Services at 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

4. Timeline. It is the Contractors responsibility to monitor the State of Florida Vendor Bid System (VBS) for any updates or changes regarding this solicitation. The below dates and times are subject to change without notice.

Event	Event Date
Issue Invitation To Bid (ITB).	Wednesday, May 11, 2016
Mandatory Pre-Bid Meeting and On-Site Visit (Begin 11:00 AM local time). THIS WILL BE THE ONLY ON-SITE VISIT ALLOWED FOR THIS SOLICITATION.	Thursday, June 2, 2016
Respondents Written Questions and Submittals for Approved Equivalents Due (by 3:00 PM local time).	Thursday, June 9, 2016
"Anticipated" Posting of FDVA Response to Respondent Questions and Equivalents.	Thursday, June 30, 2016
Bid Due Date/Time and Opening (by 3:00 PM local time).	Thursday, July 14, 2016
"Anticipated" Posting of FDVA Notice of Intent to Award.	Tuesday, July 19, 2016
"Anticipated" Execution of Agreement/Contract Begin Date.	Friday, July 22, 2016

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

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1. Definitions.
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9. Americans with Disabilities Act (ADA).
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
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24. Force Majeure, Notice of Delay, and No Damages for Delay.
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26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment.
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

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

- a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently 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 #13). ~~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 (Replaced by Section IV, Item #9).** 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 20 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 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 (F.S.) and chapter 28-110 of the Florida Administrative Code (F.A.C.). 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, F.A.C.: 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), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S".
- c) Section 28-110.005, F.A.C.: requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S".

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. **Florida Secretary of State Registration.**
4. **Form W-9 Requirement.**
5. **State of Florida Vendor Bid System (VBS).**
6. **Florida Veteran Business Enterprise Opportunity Act.**
7. **Certified Minority Business Enterprises (CMBE).**
8. **Certification of Drug-Free Workplace Program.**
9. **Respondent Questions and FDVA Addendum (Replaces Section III, Item #5).**
10. **Qualifications.**
11. **Bid Guidelines.**
12. **Sealed Bid.**
13. **Submission of Bid (Replaces Section III, Item #3).**
14. **Withdrawal of Bid.**
15. **Modification of Bid.**
16. **Bid Opening.**
17. **Rights of FDVA.**
18. **Right to Inspect and Audit.**
19. **Public Records.**
20. **Order of Precedence.**

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

2. **Respondent Registration.** Respondent must register with the State of Florida's "My Florida Market Place" procurement system by the bid opening due date and time as provided in the Timeline. Respondent failure to do so may result in the Respondent being considered non-responsive. Further, awarded Contractor must maintain and update its registration, failure to do so will prevent the awarded Contractor from transacting any business with FDVA. Respondent will access and utilize on-line registration via <https://vendor.myfloridamarketplace.com>. Once on the "Vendor Information Portal" page, under the "New Vendor Registration" header, simply click on the "Register" button to begin registration. For assistance, Respondent shall directly contact the State of Florida Vendor Help Desk at 866-352-3776. Respondent 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 (if 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 the company provides.
- 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. Florida Secretary of State Registration. Respondent, whether a domestic or foreign entity, must register with the Florida Secretary of State (Department of State, Division of Corporations), as well as secure and include its certificate of authority with its sealed submitted bid, by the bid opening due date and time as provided in the Timeline. Respondent failure to do so may result in the Respondent being considered non-responsive. Further, awarded Contractor must maintain its registration and certificate of authority with the Florida Secretary of State (Department of State, Division of Corporations) for the life of the Agreement. Failure to do so will prevent the awarded Contractor from transacting any business with FDVA. To learn more, Respondent may access the website via <http://search.sunbiz.org>.

4. Form W-9 Requirement. Respondent must register, complete, and submit its electronic Form W-9 to the State of Florida Department of Financial Services (DFS). Respondent failure to do so, by the bid opening due date and time as provided in the Timeline, may result in the Respondent being considered non-responsive. Further, awarded Contractor must maintain its Form W-9, failure to do so will prevent the awarded Contractor from transacting any business with FDVA. The Internal Revenue Service (IRS) will receive and validate all Form W-9 information. To learn more and submit Form W-9, Respondent must access the website via <https://flvendor.myfloridacfo.com>. For assistance, Respondents shall directly contact the State of Florida Vendor W-9 Help Desk directly at 850-413-5519.

5. 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). Respondent failure to do so, by the bid opening due date and time as provided in the Timeline, may result in the Respondent being considered non-responsive. Respondents must direct its request for assistance or registration questions to the State of Florida Vendor Help Desk by either calling 866-352-3776 or e-mailing to "vendorhelp@myflorida.com". The State of Florida and FDVA are not under any obligation and do not guarantee that vendors will receive electronic 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.

6. Florida Veteran Business Enterprise Opportunity Act. In accordance with the Florida Veteran Business Enterprise Opportunity Act, Section 295.187, Florida Statutes, a state agency, when considering two or more bids 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 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. Information on certification procedures for vendor preference programs may be accessed by visiting the Office of Supplier Diversity (OSD) website <http://osd.dms.state.fl.us>, or contacting OSD by calling 850-487-0915 or e-mailing OSDHelp@dms.myflorida.com.

7. 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 (OSD) website <http://osd.dms.state.fl.us>, or contacting OSD by calling 850-487-0915 or e-mailing OSDHelp@dms.myflorida.com.

8. Certification of Drug-Free Workplace Program. The State of Florida supports and encourages initiatives to keep the workplaces of Florida's businesses drug-free. Section 287.087, Florida Statutes provides that when considering two or more bids 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 Respondent that certifies it has implemented a drug-free workforce program. If Respondent has implemented a drug-free workplace program, Respondent shall certify that it has a drug-free workplace program using the "Certification of Drug-Free Workplace" form as provided in Appendix "A" of this solicitation.

9. Respondent Questions and FDVA Addendum (Replaces Section III, Item #5). No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of oral discussions with any FDVA or State of Florida employee. Only Respondent written questions, 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 (in e-mail body or attached MS Word document), by the deadline as provided in the solicitation's Timeline, to the Primary Contact Person in Section I of this solicitation. FDVA reserves the right to issue addendum(s) to solicitations, only those communications will be considered as a duly authorized expression on behalf of FDVA. Addendum(s) will contain FDVA clarifications or responses to Respondent questions, as well as details which identify formal changes to the solicitation. In accordance with the solicitation's Timeline, FDVA addendum shall be published on the State of Florida Vendor Bid System (VBS). If no written inquiries are submitted by a Respondent, all conditions and requirements specified within the solicitation shall be deemed accepted and understood by the Respondent. Each Respondent is solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning all solicitations.

10. Qualifications. Award of the Agreement, in all respects of this solicitation and any issued addendum, shall be made to the Respondent whose bid is determined to be the lowest responsive, responsible bid, a determination that shall be made solely at the discretion of FDVA. The Respondent affirms and declares that Respondent has:

- a) The capacity to do business within the State of Florida.
- b) The necessary abilities, staff, experience, facilities, equipment, materials, and financial resources, at the present time, to complete the requirements of the Agreement in a satisfactory manner and within the required time.
- c) 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 any other related agreements.
- d) The intention, commitment, and means to comply with all federal, state and local codes, laws, ordinances, rules, regulations, guidelines, and requirements that could affect the provision of required services in any manner.
- e) No arrearage to the State of Florida upon debt or Agreement, nor default as surety or otherwise, upon any obligation to the State of Florida.
- f) Present good standing with the State of Florida and is not on the state's lists of ineligible contractors.
- g) No member, officer, or employee of FDVA who during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in the Agreement or the proceeds thereof.
- h) Respondent is of lawful age and that no other person, contractor, or corporation has any interest in the bids or Agreement proposed to be entered into.
- i) Respondent has thoroughly examined all available drawings and specifications, schedules, instructions, the solicitation, and addendum; 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.

11. 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 this solicitation must be identified in its written questions and submitted via email (by the deadline as provided in the Timeline; to the Primary Contact Person specified in Section 1 of this solicitation). 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) 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.

d) 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.

e) Prices shall be Respondent net, delivered prices, F.O.B. Destination. All pricing must be in United States dollars (i.e. \$1.00, USD). FDVA does not pay local, state, or federal taxes; including recovery fees, sales tax, or excise tax. FDVA tax exempt certificate will be available upon request.

12. Sealed Bid. Respondent's bid including all forms required by this solicitation, as provided by FDVA (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 must then be placed in one (1) outer package (size appropriate envelope or box) and sealed. Each of the three (3) individually sealed envelopes and the outer package shall be clearly labeled as provided on page two (2) of the solicitation, including Respondent name and address, solicitation number and title, and the bid opening due date and time as provided in the Timeline. Further, it is the Respondent's responsibility to clearly identify on the outer packaging of each sealed bid any vendor preference certifications which are applicable to its bid. Respondent failure to provide sealed bid in the manner specified above may result in the bid being considered non-responsive.

13. Submission of Bid (Replaces Section III, Item #3). By submitting a bid, each Respondent certifies that it satisfies all criteria specified in the solicitation and any issued addendum. Respondent may not submit more than one bid.

a) Respondent is solely responsible for ensuring that its bid is submitted in accordance with the solicitation and any issued addendum.

b) Respondent shall submit its bid by mail (i.e. USPS, FedEx, or UPS) or in person "by hand" to the attention of the Primary Contact Person specified in Section I of this solicitation.

c) Respondent is solely responsible for ensuring that its bid is received, by the Primary Contact Person specified in Section I of this solicitation, by the bid opening due date and time as provided in the Timeline.

14. 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 specified 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.

15. Modification of Bid. Respondent may withdraw, modify, and re-submit its bid, provided the re-submitted bid is received, by the Primary Contact Person specified in Section I of this solicitation, by no later than the bid opening due date and time as provided in the Timeline. Respondent re-submitted bid shall be rejected if received, by the Primary Contact Person specified in Section I of this solicitation, after the bid opening due date and time as provided in the Timeline.

16. Bid Opening. ***FDVA shall reject any bid received after the bid opening due date and time as provided in the Timeline.*** Bids, received in accordance with the solicitation and any issued addendum, 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, Suite 311-K, Largo, Florida 33778-1630. The public may attend the bid opening. FDVA may choose not to announce prices or release other materials pursuant to Section 119.071, Florida Statutes. Sealed bids, proposals, or replies received by FDVA pursuant to a competitive solicitation shall be exempt from public disclosure until such time as FDVA provides notice of an intended decision, or until 30 days after the opening of bids, proposals, or final replies, whichever occurs earlier.

17. 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, not qualified, or not capable.
- 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 inconclusive, incomplete, not submitted, or if pricing is not submitted in the format as originally provided in the solicitation.
- g) FDVA reserves the right to request any necessary clarifications or supporting documentation.
- h) FDVA reserves the right to reject any bid 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 its 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.

18. Right to Inspect and Audit.

a) Right to Inspect and Audit: In accordance with Article I, Section 24, Florida State Constitution and Chapter 119, Florida Statutes, FDVA, its duly authorized representatives, federal and state auditors, and other persons 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 purposes of this Agreement.

1) 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.

2) At its sole discretion, without notice, FDVA and its duly authorized representatives may conduct audits at any location during normal business days and hours.

3) If an audit has been initiated and audit findings have not been resolved, the information shall be retained until resolution of the audit findings.

4) 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.

5) Under the Agreement, Contractor shall be solely responsible for all storage, maintenance, preparation, duplication, transfer, delivery, and disposal; as well as any associated costs or fees.

6) Contractor's failure to provide retention of and access to the above detailed, as well as any violation of Chapter 119, Florida Statutes will be sufficient grounds for immediate termination of the Agreement. Further, under Florida law, noncompliance remedies may include criminal prosecution and civil actions.

b) Inspector General: Pursuant to Section 20.055(5), Florida Statutes, every state officer, employee, agency, special district, board, commission, contractor and subcontractor corporation, partnership, or person must understand, cooperate, and comply with the inspector general in any investigation, audit, inspection, review, or hearing.

c) Chief Financial Officer: Pursuant to Section 287.136, Florida Statutes, after execution of a contract, the Chief Financial Officer shall perform audits of the executed contract document and contract manager's records to ensure that adequate internal controls are in place for complying with the terms and conditions of the contract and for the validation and receipt of goods and services.

19. Public Records.

- a) 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. All responses to a competitive solicitation are public records unless exempt by law.
- b) 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 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>."
- c) Any respondent claiming that its response to a competitive solicitation contains information that is exempt from the public records law such as a "trade secret," shall clearly segregate and mark that information, and provide the specific statutory authority for such exemption. If under contract, it is expressly understood that a Contractor's refusal to comply with this provision shall constitute a breach of contract.
- d) Pursuant to the provisions of Section 119.0701, Florida Statutes, Contractor shall:
 - 1) Keep and maintain public records required by the public agency to perform the service.
 - 2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided for under Florida's public records law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - 4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - 5) Notwithstanding these provisions, a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. Therefore, if the contractor receives a request to inspect or copy public records, the Contractor shall immediately contact the agency's Custodian of Public Records for disposition
 - 6) Contractor's failure to provide retention of and access to public records, as well as any violation of Chapter 119, Florida Statutes will be sufficient grounds for immediate termination of the Agreement. Further, under Florida law, noncompliance remedies may include criminal prosecution and civil actions.

e) FDVA Public Records Custodian: Pursuant to Chapter 2016-20, Laws of Florida, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MR. JOHN E. RUDY, CUSTODIAN OF PUBLIC RECORDS, FLORIDA DEPARTMENT OF VETERANS AFFAIRS, 11351 ULMERTON ROAD, SUITE 311-K, LARGO, FL 33778-1630, PHONE NO.: (727) 518-3202, EXT. NO. 5594, EMAIL ADDRESS: RUDYJ@FDVA.STATE.FL.US/.**

20. 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 Contract documents shall be subject to the following order of precedence:

- a) FDVA Agreement and amendments shall control,
- b) Then FDVA solicitation and addendum,
- c) Then Contractor's "Bid",
- d) Then FDVA purchase order, and
- e) Then any other exhibits as required.

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SECTION "V"
STATEMENT OF WORK

CONTENTS

1. **General.**
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3. **Permits, Licenses, and Fees.**
4. **Insurance Requirements.**
5. **Performance and Payment Bond.**
6. **Contractor Staff Requirements.**
7. **Project Management.**
8. **On-Site Safety and Security.**
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21. **Financial Consequences**
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23. **Warranty.**
24. **Software Upgrades**
25. **Final Completion.**
26. **Invoicing and Payment.**

1. **General.** Contractor shall provide all vehicles, trailers, storage containers, services, labor, equipment, tools, materials, and supplies required for the removal of the existing chain link fence and gate at the delivery entrance and the installation of all fencing, gates, gate operators, boom barrier systems, closed circuit television (CCTV) cameras, monitors, network recording devices, switches, wiring and control/interface equipment for the Robert H. Jenkins, Jr. State Veterans' Domiciliary Home, located at 751 SE Sycamore Terrace, Lake City, Florida 32025. The Contractor shall also provide proper disposal services for all project related waste.

FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction within one-hundred-eighty (180) calendar days from the date of Agreement's full execution. Any services beyond the Agreement will require FDVA Contract Manager to initiate another procurement action.

2. **Authorities Having Jurisdiction.** FDVA is licensed by the Agency for Health Care Administration (AHCA) and regularly inspected by AHCA, United States Department of Veterans' Affairs (USDVA), Centers for Medicare and Medicaid Services (CMS), and State of Florida Fire Marshall. Contractor performance shall adhere to and be in compliance with all applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction, including but not limited to the Florida Department of Transportation (FDOT) standards and Americans with Disabilities Act (ADA) regulations for all work performed under the Agreement.

3. Permits, Licenses, and Fees. For the life of the Agreement, Contractor shall be responsible for scheduling, applying, paying for, and securing all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction; including but not limited to necessary notification and coordination with applicable authorities having jurisdiction. Contractor must submit copies of all applicable documentation specified above to FDVA Contract Manager within fourteen (14) calendar days from date of the fully executed Agreement.

Prior to commencement of work, FDVA Contract Manager will verify Contractor compliance with all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction. Contractor failure to provide all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction, will prevent commencement of all work until Contractor provides satisfactory evidence to FDVA Contract Manager or may result in termination of Agreement.

As applicable, all Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing services or inspections in performance of the Agreement shall be certified to remove, install, maintain, and repair engaged materials and supplies; utilize, maintain, and repair the engaged equipment and tools; inspect the engaged materials, supplies, equipment, and tools; and properly dispose of all project related waste. Upon request, Contractor shall provide satisfactory evidence of applicable certifications to FDVA Contract Manager.

4. Insurance Requirements. Within fourteen (14) calendar days, from date of fully executed agreement, Contractor must obtain the below specified insurance coverage and provide certificate of insurance to FDVA Contract Manager. FDVA acceptance of Contractor's certificate of insurance shall not be construed as relieving Contractor from liability or obligation assumed under the Agreement or as imposed by law.

Insurer must be authorized to do business in and be eligible to write policies in the State of Florida, as well as maintain a minimum rating of "A-" as assigned by AM Best. Certificate of insurance will specify that coverage is not subject to cancellation, non-renewal, material change, or reduction unless thirty (30) calendar days' notice is given to FDVA. Certificate of insurance shall include the license and registration numbers of the Florida resident agent, as well as list FDVA as additionally insured (excluding workers compensation insurance). Contractor insurance coverages shall include the following:

- a) Commercial General Liability Requirements:
 - 1) Premises Operations.
 - 2) Produces and Completed Operations.
 - 3) Blanket Contractual Liability.
 - 4) Personal Injury Liability.
 - 5) Expanded Definition of Property Damage.
 - 6) Professional Liability.
 - 7) Minimum limits shall be \$1,000,000.00, each occurrence, combined single limit.
- b) Excess Liability:
 - 1) Umbrella form.
 - 2) Minimum limits shall be \$4,000,000.00 each occurrence, combined single limit.
- c) Workers Compensation:
 - 1) Workers compensation insurance for all Contractor employees connected to this Agreement.
 - 2) Limits sufficient to meet Chapter 440, Florida Statutes.
 - 3) If Contractor has been approved by the State of Florida's Department of Labor as an authorized self-insurer (self-insurance fund) for Workers' Compensation, FDVA shall recognize and honor such status. Contractor shall be required to submit to FDVA Contract Manager a letter of authorization issued by the State of Florida's Department of Labor, certificate of insurance

providing details on Contractor's excess insurance program, and Contractor's financial statements.

d) Vehicle Liability Insurance:

- 1) Liability coverage to include any auto, all owned autos, non-owned autos, hired autos, and scheduled autos.
- 2) Minimum limits shall be at \$1,000,000, each occurrence, combined single limit.
- 3) If split limits are given, minimum limits shall be \$500,000 per person; \$1,000,000 per occurrence; \$500,000 property damage.

Contractor failure to provide insurance coverage, as specified above, shall prevent commencement of all work until Contractor provides satisfactory evidence of insurance coverage to FDVA Contract Manager or may result in termination of Agreement. Further, Contractor failure to maintain insurance coverage for the life of the Agreement shall result in suspension of all work until such insurance coverage has been reinstated or replaced, and satisfactory evidence of insurance coverage has been provided to FDVA Contract Manager or may result in termination of Agreement. Additionally, Contractor failure to obtain, provide satisfactory evidence of, and maintain insurance coverages shall not extend deadlines and FDVA shall impose financial consequences as if work had commenced as scheduled or not been suspended.

5. Performance and Payment Bond. Within fourteen (14) calendar days, from date of fully executed agreement, Contractor must obtain the below specified bond and provide FDVA Contract Manager with original bond and power of attorney (for the attorney providing the bond); as well as a certified copy of the recorded bond, including properly executed and recorded power of attorney (for the attorney providing the bond) that is recorded in Columbia County (**Note:** See Attachment "B" for sample of FDVA approved bond language).

Bond shall remain in effect for the life of the Agreement and be from a surety company which:

- a) Is at minimum rated "A-" (excellent) and Class "IV" (financial size category), as reported in the most current Best Key Rating Guide, published by A.M. Best Company, with the required amount not to exceed ten (10) percent of its surplus to policyholder;
- b) Holds a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, Office of Insurance Regulation, authorizing it to write surety bonds in the State of Florida;
- c) Holds a Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code;
- d) Is fully compliant with the provisions of the State of Florida Insurance Code; and
- e) Has at least twice the minimum surplus and capital required by the State of Florida Insurance Code at the time the subject solicitation was issued.
- f) Each bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bond in behalf of the surety company had the authority to do so on the date of the bond.
- g) Further, each bond shall state in its front page:
 - 1) Contractor's name, principle business address, and phone number;
 - 2) Surety company name;
 - 3) FDVA's full name (Florida Department of Veterans' Affairs), as beneficiary;
 - 4) Agreement number as assigned by FDVA;
 - 5) General description of the required commodity or project; and
 - 6) Reflect bond amount equal to 100% of the Agreement's full value.

Contractor failure to provide bond, as specified above, will prevent commencement of all work until Contractor provides satisfactory evidence of bond to FDVA Contract Manager or may result in termination of Agreement. Further, Contractor failure to maintain bond for the life of the Agreement shall result in suspension of all work until such bond has been reinstated or replaced, and satisfactory evidence of bond has been provided to FDVA Contract Manager or may result in termination of Agreement. Additionally, Contractor failure to obtain, provide satisfactory evidence of, and maintain bond shall not extend deadlines and FDVA shall impose financial consequences as if work had commenced as scheduled or not been suspended.

Bond shall provide that the surety company pay losses suffered by FDVA directly to FDVA, including losses for material breaches based on violations of Florida public records law through failure to produce public records or improper disclosure of confidential or exempt structural documents as described in the Agreement. In the event of termination of the Agreement by Contractor prior to full performance, Contractor agrees that FDVA damages shall be considered to be for the full amount of the bond. FDVA need not prove the damage amount in exercising its right of recourse against the bond.

In the event of material change or cancellation of the bond, Contractor must provide a substitute bond naming FDVA as the payee to FDVA Contract Manager within five (5) business days thereafter. If the surety company for any bond provided by Contractor is declared bankrupt, becomes insolvent, has its right to do business in the State of Florida terminated, or ceases to meet the requirements imposed by the Agreement, the Contractor shall provide a substitute bond within five (5) business days thereafter to the FDVA Contract Manager. Both the substitute surety company and bond shall be subject FDVA's sole approval.

6. Contractor Staff Requirements. Contractor shall provide sufficient supervision and personnel to perform project tasks and assume full responsibility for managing the project team. Contractor shall provide a qualified staff which meets all requirements specified in the Agreement. Contractor must ensure the following Contractor staff qualifications are met:

a) Background Screening: In accordance with Section 435, Florida Statutes, for the life of the Agreement, Contractor shall be responsible for scheduling, applying, paying for, and securing Level 2 (FDLE) background screening for all Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing services in performance of the Agreement. Upon completion of Level 2 background screening, Contractor shall secure evidence of such completion and provide to FDVA Contract Manager. Prior to commencement of work, FDVA Contract Manager and SVDH Administrator, will review each Level 2 background screening's result and exercise exclusive judgement as to acceptability in accordance with State of Florida requirements. Evidence will be maintained on file at the service location.

b) Employment Eligibility Verification (E-Verify): Pursuant to the State of Florida, Office of The Governor, Executive Order Number 11-116; Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to obtain and verify the employment eligibility of 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 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. The State of Florida shall consider Contractors employment of an unauthorized or undocumented alien to be a *prima facie* violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be grounds for immediate termination of the Agreement.

c) Supervision of Contractor Personnel: Contractor shall at all times provide adequate onsite supervision to ensure complete, satisfactory, and timely performance of all requirements. Contractor's Project Manager must be available at all times while work is being carried out in performance of the Agreement. Contractor shall provide any additional landline telephone and cell phone numbers, as well as, email addresses where Contractor's Project Manager or designee can be reached outside the normal business hours of 8:00 am to 5:00 pm, Monday through Friday.

d) Staffing Changes: At FDVA's sole discretion, Contractor shall replace any staff member whose continued presence would be detrimental to the success of the Agreement within fourteen (14) calendar days. The replacement must have either equal or superior functional and technical qualifications. In the event a Contractor staff member must be removed immediately, for justifiable cause, Contractor shall replace such staff member within twenty-four (24) hours. FDVA Contract Manager and SVDH Administrator shall exercise exclusive judgment in this matter. To ensure that required services are not interrupted, Contractor shall provide coverage for both scheduled and unscheduled Contractor staff absences.

e) Health Insurance Portability and Accountability Act (HIPAA): Contractor must comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA). Any violation of

requirements shall result in immediate and unilateral termination of the Agreement and all remedies available by law shall become available to FDVA.

7. Project Management. Contractor shall provide sufficient personnel to perform the requirements of the executed Agreement and assume responsibility for managing the Contractor's project team for the life of the Agreement. Contractor shall be responsible for the successful completion of the Agreement, including the work of Contractor staff, as well as agents and their employees, subcontractors and their employees, and all other persons performing any work in performance of the Agreement.

a) Contractor Project Manager: Prior to commencement of work, Contractor shall appoint a Project Manager who shall be FDVA's primary point of contact. Contractor's Project Manager shall oversee schedules, coordinate activities, report on progress, notify FDVA of any changes or adverse events, and as required meet with FDVA Contract Manager (on-site at SVDH). Contractor's Project Manager does not have the authority to make any changes to the Agreement. In the absence of Contractor's Project Manager, Contractor shall appoint a designee to act on behalf of Contractor's Project Manager.

b) FDVA SVDH Administrator: SVDH Administrator is accountable for its respective SVDH's operation, including but not limited to oversight of all FDVA residents, staff, property, activities, programs, and events; as well as fiscal, administrative, clinical, risk management, quality assurance, and regulatory functions. SVDH Administrator does not have the authority to make any changes to the Agreement. In the absence of SVDH Administrator, FDVA shall appoint an on-site designee to act on behalf of the SVDH Administrator.

c) FDVA Contract Manager: Prior to commencement of work, FDVA shall appoint a Contract Manager who shall be the Contractor's primary contact. FDVA Contract Manager, in consultation with SVDH Administrator, shall be solely responsible for contract management, monitoring performance, certifying that requirements are met, and that invoicing is accurate. FDVA Contract Manager shall represent FDVA requirements, provide operating insight, and resolve issues. FDVA Contract Manager does not have the authority to make any changes to the Agreement. In the absence of FDVA Contract Manager, FDVA shall appoint a designee to act on behalf of FDVA Contract Manager.

d) FDVA Contract Administrator: FDVA Contract Administrator, located at FDVA Headquarters in Largo, Florida, shall be responsible for administering the terms and conditions of the Agreement, issuing any and all modifications (amendment or change order), and exercising any extension or termination. In the absence of FDVA Contract Administrator, FDVA Purchasing Officer shall act on behalf of FDVA Contract Administrator.

8. On-Site Safety and Security.

a) Contractor On-Site Parking: Prior to commencement of work, as to not interrupt SVDH deliveries, parking areas, and traffic, Contractor shall secure FDVA Contract Manager approval of acceptable parking locations for Contractor vehicles, trailers, storage containers of any kind, as well as deliveries, parking, and traffic diversion.

b) Check-In: Prior to commencement of daily work, Contractor shall sign in at SVDH front entrance receptionist desk and then check-in with FDVA Contract Manager to ensure that all FDVA activities in the work area are curtailed and to acknowledge Contractors commencement of work.

c) Jobsite Security: Contractor is responsible for continuously maintaining a safe and secure job site. Contractor shall ensure that adequate safeguards are implemented for the project. Contractor shall wear easily identifiable ID badges or uniforms. Contractor is restricted to the immediate work area. Contractor shall provide for and maintain adequate onsite portable bathroom facilities (i.e. Port-O-Let, Porta Potty, etc.), as well as OSHA compliant emergency cleaning stations for all Contractor staff. Contractor must obtain SVDH Administrator and FDVA Contract Manager approval prior to accessing any other FDVA area.

d) Safety Inspection: A daily safety inspection shall be performed by both Contractor and FDVA Contract Manager to ensure all safety precautions have been taken to protect the health and welfare of all Contractor staff, FDVA staff, as well as SVDH residents, and visitors.

e) 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 labor, services, equipment, tools, materials, supplies, as well as preparation and application methods shall conform to "best practice" methodologies of the engaged field. Vehicles, trailers, storage containers,

equipment, tools, materials, and supplies must not be left unattended for any reason, at any time. Contractor shall be compliant with OSHA and all other applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.

f) Material Safety Data: Prior to application, Contractor shall provide a copy of the material safety data sheets (MSDS) for all materials and supplies used on-site to FDVA Contract Manager. The MSDS shall remain on file with FDVA Contract Manager as it provides valuable safety and adverse reaction information.

g) Personal Protection Equipment (PPE): Proper personal protection equipment (PPE) shall be worn by Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing services in performance of the Agreement.

h) Respiratory Protection Program (RPP): Prior to Contractor performing any work which may introduce dust, fumes, materials, or other substance into the conditioned spaces of the SVDH, Contractor shall notify FDVA Contract Manager of such conditions and implement preventative vapor barrier measures (i.e. visqueen polyethylene plastic sheeting, temporary walls) and masking. Contractor shall have a RPP in compliance with all applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, and requirements. Prior to commencement of work, Contractor shall provide a copy of Contractor's RPP to FDVA Contract Manager.

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

j) Clean-Up: 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. Notwithstanding safety concerns, all barriers (vapor or otherwise) and surface protective (masking) materials must be immediately removed after each given work area has been completed. Contractor shall immediately notify FDVA Contract Manager of any excessive spills so that FDVA staff, residents, and visitors can be warned and kept away from the area. Should a spill require bio-exclusion techniques, the Contractor shall secure requisite services to perform such services.

k) Non-regulated and Regulated Waste Disposal: In accordance with all applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, and requirements, as well as any applicable authorities having jurisdiction. Contractor shall be responsible for the proper disposal of all non-regulated and regulated waste resulting from the performance of the Agreement.

l) Check-Out: Upon completion of daily work, Contractor shall notify FDVA Contract Manager that Contractor staff has completed work and confirm that all safety and security measures have been performed. Further, Contractor shall present a service ticket to FDVA Contract Manager upon completion of daily work. Service ticket shall include date, time, name of Contractor designee, type of work performed, and any comments about other items requiring immediate or future attention. Should work not occur on a day (i.e. due to inclement weather, wind, temperature conditions, material application requirements, any other reason), Contractor shall document the occurrence on the respective day's service ticket and provide to FDVA Contract Manager for mutual review and acceptance (as signed and dated by both FDVA Contract Manager and Contractor Project Manager).

m) Emergency Service Calls: Upon the request from FDVA Contract Manager, Contractor must provide an immediate, not to exceed four (4) hours, emergency 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.

9. Damage of State Property. FDVA Contract Manager and Contractor shall conduct a daily inspection of the work area to verify if any potential for damage exists or if actual damage to State property has occurred. Contractor must immediately report any pre-existing or Contractor caused damage of State property to FDVA Contract Manager, along with written explanation of damage, recommended remedy, as well as photographic evidence of damage and proof of mutually accepted, eventual resolution. With prior written approval of FDVA Contract Manager, Contractor shall immediately repair, replace, or restore any State property damaged by Contractor, at a minimum, to the condition that existed immediately prior

to the time of damage. All repairs, parts, or replacement of damaged property shall be like original quality, color, and design, in accordance with manufacturer's specifications and warranty, as well as all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction. Upon completion of project, FDVA Contract Manager and Contractor shall conduct a final inspection of the work area. Any Contractor caused damage to any communications, fire service, utility-owned, and municipality-owned property or equipment, is the sole responsibility of the Contractor, including but not limited to remedy, cost and penalty thereof, in accordance with manufacturer's specifications and warranty, as well as all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.

10. Alteration of State Property. No alteration to State property shall be made without prior written approval of FDVA Contract Manager or as applicable via fully executed modification (amendment or change order). Any alteration must be in accordance with manufacturer's specifications and warranty, as well as all applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction. Any Contractor alterations to any communications, fire service, utility-owned, and municipality-owned property or equipment, is the sole responsibility of the Contractor, including but not limited to remedy, cost and penalty thereof, in accordance with manufacturer's specifications and warranty, as well as all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.

11. On-Site Storage. On-site storage of Contractor vehicles, trailers, storage containers, equipment, tools, materials, and supplies is not permitted unless prior written approval is granted by FDVA Contract Manager. FDVA assumes no liability for damage to or loss of Contractor vehicles, trailers, storage containers, equipment, tools, materials, and supplies (pre-staged, staged, stored or otherwise). Contractor is fully responsible for all deliveries, unloading and storage, movement of Contractor staff and commodities, and return shipping necessary to perform the requirements of the Agreement. Public health and safety related to Contractor vehicles, trailers, storage containers, deliveries, unloading, storage, movement of Contractor staff and commodities, return shipping of any equipment, tools, materials, and supplies, as well as all work performed in accordance with the Agreement shall be the sole responsibility of Contractor. Upon completion of the project, Contractor shall remove all Contractor vehicles, trailers, storage containers, equipment, tools, materials, supplies, onsite portable bathroom facilities, and cleaning stations from SVDH property.

12. Hours of Operation. Given the nature and dynamics of the facility, time is of the essence in the performance of the Agreement. This facility operates twenty-four (24) hours; 365 days a year. Operations shall be continuous during the course of the project.

All services shall be performed Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., excluding holidays. Any work to be scheduled and performed outside the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, shall require prior written approval by the FDVA Contract Manager.

Interruptions in service, or shut-down of existing services shall be as brief as possible and shall be scheduled for times other than normal operating hours whenever possible. Contractor must obtain written consent from FDVA's Contract Manager no later than seventy-two (72) hours prior to interruptions in service or shut-down of existing services.

13. Project Launch Meeting. Within fourteen (14) calendar days, from the date of Agreement's execution, Contractor shall schedule and conduct an on-site, post-award "project launch" meeting with FDVA Contract Manager and SVDH Administrator. The purpose of the meeting is to establish lines of communications, verify contact persons, initiate project scheduling, and discuss other relative project topics. Prior to commencement of work, Contractor shall provide FDVA Contract Manager with a written

copy of all key 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).

14. Project Schedule. Within thirty (30) calendar days, from the date of Agreement's execution, Contractor must provide a project schedule to FDVA Contract Manager for pre-approval. Project schedule shall be an effective framework tool for project management. At minimum, Contractor shall update the project schedule on a weekly basis. Project schedule shall consist of project planning, design approvals, weekly work details, milestones, as well as a dated timeline for mobilization and full project completion for the project. Contractor shall adhere to the project schedule. Unless prior written approval has been granted by FDVA Contract Manager, all work shall be scheduled with FDVA Contract Manager at least three (3) business days in advance. FDVA reserves the right to suspend Contractor work due to any AHCA, USDVA, or CMS inspection or survey, with no penalty assessed to Contractor. FDVA shall consider suspension of Contractor work due to inclement weather, wind, temperature conditions, as well as materials and supplies application requirements with no penalty assessed to Contractor. **Note:** Contractor shall use a program compatible with Microsoft Project to electronically track, schedule, organize, and reflect progression of the project from commencement to completion.

15. Project Compliance.

- a) Contractor shall be responsible for scheduling, applying, paying for, and securing all required drawings, plans, installation and implementation reviews, evaluations, inspections, meetings, approvals, certifications, and exemptions required by all applicable local, state, federal codes, laws, ordinances, rules, regulations, guidelines, and requirements, as well as any applicable authorities having jurisdiction and FDVA.
- b) Contractor shall immediately address and fully resolve any deficiency resulting from all applicable reviews, evaluations, inspections, and meetings, to the full satisfaction of any applicable authorities having jurisdiction and FDVA.
- c) Contractor must schedule and coordinate all required reviews, evaluations, inspections, and meetings between Contractor and engaged person or entity (i.e. FDVA Contract Manager, licensed project engineer, manufacturer's representatives, any applicable authority having jurisdiction, etc.).
- d) Contractor shall submit all applicable documentation, resulting from reviews, evaluations, inspections, meetings, approvals, certifications, and exemptions to FDVA Contract Manager.

16. Site Preparation. Site preparation shall include, but not be limited to:

- a) Contractor shall confirm location of any and all communications, fire service, utility-owned, and municipality-owned property or equipment; whether above/below ground or within/adjacent to site area; as well as irrigation system heads and lines.
- b) Contractor shall immediately provide narrative and drawing index to FDVA Contract Manager, detailing any existing condition or deficiency that would affect any required work in performance of the Agreement.
- c) Prior to commencement of work, with FDVA Contract Manager's written pre-approval, Contractor shall remove any work area obstacles which impede work in performance of the Agreement.
- d) Upon completion of work, with FDVA Contract Manager's written pre-approval, Contractor shall return any previously removed obstacles back to their original positions.

17. Site Work. Contractor shall comply with all Specifications and Drawings (**Attachments "C" and "D"**). The Contractor shall furnish and install a Vehicle Boom Barrier System with access control for the main entrance and exit at the front parking area; gate and fencing, gate operator and access control at the rear delivery/employee parking area; and a CCTV system consisting of 2.1 Megapixel (nominal) fixed/variable focus IP Cameras, Pan, Tilt, Zoom (PTZ) Camera(s), network cabling, encoders, network video recorder(s) (NVR), Ethernet switches and/or routers and servers.

- a) Vehicle Boom Barrier: Two sets of boom type barriers shall be installed at the West Parking Lot Entrance/Exit. The Entrance set of Boom Barriers shall be provided with audio/video communication with the facility at the A.O. Desk and Reception Desk (Security and Access Control Drawing, NTS, Sheet 2), and security access through keypad code entry or proximity card reader.

- b) Gate and Operator: A new gate and fencing shall be installed at the rear delivery drive entrance. The gate shall be equipped with an automated gate operator, audio/video communication with the facility at the A.O. Desk and Reception Desk (Security and Access Control Drawing, NTS, Sheet 2), and security access through keypad code entry or proximity card reader.
- c) Pedestrian Gate and Operator: A new gate and fencing shall be installed at the Northwest corner of the Administration building and tie into the existing chain link fencing to the North . The gate shall be equipped with an automated gate operator, video camera and security access through keypad code entry or proximity card reader.
- d) Fence and Safety Cable: New fencing shall be installed along the North property line between the brick entrance gate and the chain link fencing to the East. The fence shall have a vehicle safety cable attached and anchored at both ends.
- e) Closed Circuit Television System: A closed circuit television (CCTV) system with audio shall be installed in the locations designated to monitor the interior and exterior of the facility. PTZ and box cameras located on the exterior shall be video only. The system requirements are as follows:
- 1) Sixty-Two (62) high resolution, 2.1 Megapixel minimum, color with infrared night vision, vandal resistant, mini-dome cameras at the locations specified by the Contract Manager. The cameras shall be furnished complete with powered, varifocal lenses and 64GB Micro SDXC Class 10 memory card.
 - 2) Seven (7) high resolution, 2.1 Megapixel minimum, color with infrared night vision, vandal resistant, box cameras with varifocal lens, powered auto iris, enclosure and mounting brackets.
 - 3) Two (2) high resolution, 2.0 Megapixel minimum, 32x optical zoom, PTZ cameras with pole mounting accessories and/or pole, if required.
 - 4) Encoder/Decoder to allow viewing/recording/playback of twenty-six (26) existing analog CCTV cameras.
 - 5) Two, Sixty-Four (64) channel Network Video Recorders (NVR) capable of recording a minimum of 30 consecutive days of video at 15 frames per second from all cameras on the system. NVR shall support a viewing monitor(s) or Contractor shall provide the necessary equipment to allow a viewing monitor(s) to be used.
 - 6) Camera manufacturer's program/software to allow control, review and/or programming of the NVR and cameras. A personal computer complete with two 40" monitors, keyboard, mouse and DVD drive shall be provided by the Contractor.
 - 7) Personal Computer (PC) specifications:
 - a. Dell or approved equal.
 - b. Processor: Intel Core™, i7-4790 Processor (Quad Core, 8MB, 3.60Ghz w/HD460 Graphics.
 - c. Operating System: Windows 10 Professional 64bit English.
 - d. Web Browser: Internet Explorer 11/Microsoft Edge.
 - e. Memory: 8GB (2x4GB) 1600MHz DDR3 Memory.
 - f. Hard Drive: 250GB 2.5 inch Serial ATA (7,200 rpm) Hard Drive.
 - g. Video Card: Intel® Integrated Graphics – Display Port / DVI / HDMI.
 - h. Optical Drive: 8X DVD+/-RW Drive.
 - i. Systems Management: Intel® vPro Technology Enabled.
 - 8) Appropriate means to transfer digital recorded video information for archive purposes (i.e. DVD, Thumb Drive, SD Card).
 - 9) Two 40" and two 19" LCD Flat Panel Monitors. (See Security and Access Control Drawing Sheet 2 for location)
 - 10) Multiplexer or distribution amplifier to allow for split screen/multiple camera viewing.
 - 11) Uninterruptable Power Supply (UPS) for the NVR and cameras and all associated wiring, camera mounting brackets, flat panel monitor mounting brackets, camera enclosures, heaters, and other ancillary items required to complete the installation.
- f) Camera Locations. The cameras shall be located as shown on Security and Access Control Drawing Sheet 2.
- g) Monitor Locations. The monitors shall be located as follows:
- 1) Two 40" flat panel monitors shall be installed in Office 032.
 - 2) One 19" flat panel monitor shall be installed at the Reception Desk in the Lobby.
 - 3) One 19" flat panel monitor shall be installed at the A.O. Desk.

h) Cable/Wiring. The Contractor shall provide new wiring, cable, fiber optic, transceivers, and other ancillary items required for the complete installation of the CCTV, remote gate operators, lighting and voice communication as required. Existing communication wiring shall not be used to supplement the LAN or communications systems.

1) All LAN, power and/or low voltage wiring must meet all applicable standards (Underwriters Laboratories, National Electric Code) for its intended use. Minimum standards for LAN wiring shall be Category 5e. All Cat5e wiring for CCTV systems shall have a green jacket color.

2) Wiring that is routed through plenum areas must be plenum rated or encased in rigid metallic conduit that terminates beyond the plenum area.

3) All exterior wiring shall be installed in PVC electrical conduit and protected from electrical spikes, surges, overvoltage, etc. via properly installed surge protection equipment.

4) All penetrations through smoke walls and/or ceilings shall be properly sealed. All penetrations through two-hour rated fire walls shall be properly sleeved and sealed according to all applicable NFPA standards.

5) Wiring shall be installed in a neat and professional manner. It shall be secured properly and at evenly spaced intervals to prevent sagging. Exterior wiring penetrations shall be caulked and include a drip loop.

i) Equipment. All equipment shall be as specified or approved equal.

j) NVR location. The NVR(s) shall be installed in Room 033.

18. Start-Up – Verification of Operation and Performance. Upon completion of installation, the Contractor shall verify all equipment is operating and performing at manufacturer specifications. Contractor shall be responsible to ensure any identified deficiencies in installation, operation or performance are corrected within forty-eight (48) hours.

19. Training Services. Contractor shall provide a minimum of sixteen (16) hours training to maintenance and administrative staff on basic operation, troubleshooting and routine maintenance.

20. Substantial Completion. Once Contractor ascertains full completion of project, Contractor shall schedule, provide for, and conduct a substantial completion inspection with FDVA Contract Manager, SVDH Administrator and authorized manufacturer's representatives. During inspection, Contractor must develop a punch list of any deficiencies identified and prepare a schedule indicating completion dates for correcting deficiencies specified in the punch list. Contractor punch list and schedule shall include but not be limited to:

a) Verify that the project is compliant with design, drawings, manufacturer's specifications and warranty, as well as applicable local, state, federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.

b) Inspect for incomplete work.

c) Perform any necessary quality assurance tests and inspections.

d) Contractor must repair or replace all deficiencies in compliance with design, drawings, manufacturer's specifications and warranty, as well as applicable local, state, federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any authorities having jurisdiction.

f) Upon FDVA Contract Manager and authorized manufacturer's representative(s), approval of Contractor's substantial completion inspection and correction of all punch list deficiencies, Contractor shall provide FDVA Contract Manager with a certificate of substantial completion for the project. This certificate will attest to Contractor's substantial completion of the project, as well as compliance with design, drawings, manufacturer's specifications and warranty, applicable local, state, federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any authorities having jurisdiction.

21. Financial Consequences. Pursuant to Section 287.058(1)(h), Florida Statutes, in the event of delay in the provision of required services, not subject to unavoidable delays, FDVA must recover its actual costs which it estimates at this time to be in the amount of \$189.00 per calendar day, for each calendar day the Contractor has failed to provide the required services in accordance with the Agreement. FDVA reserves the right to increase this amount if the actual financial consequences to FDVA caused by Contractor's delay are higher. Deductions must 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 Contract 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 Agreement.

22. Drawings. Contractor shall make all project related drawings available to FDVA Contract Manager, from commencement of work through substantial completion. Prior to Final Completion, Contractor shall provide project "as-built" drawings to FDVA Contract Manager. Contractor must provide FDVA Contract Manager with one (1) complete "original set" of all project related as-built drawings in hard copy form and one (1) complete "duplicate set" of all project related as-built drawings in electronic form (i.e. CAD drawings/.pdf on CD).

Pursuant to Section 119.071(3), Florida Statutes, all security system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by FDVA (hereinafter "structural documents") are exempt from inspection or disclosure under Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the Florida Constitution, unless the requestor is another governmental entity when the disclosure is needed to perform its duties; a licensed architect, engineer, or contractor performing work on such structure; or when required to show good cause before a court of competent jurisdiction. In all cases, the entities or persons receiving such information shall protect the confidentiality of such structural documents under its custody or control and maintain the exempt status of the information, which protection shall survive the completion of the agreement. Contractor shall immediately notify FDVA of any records requests for structural documents and FDVA will provide public records compliance assistance. Upon completion of the solicitation process or project for which the structural documents were received, Contractor may return them to FDVA for disposition in accordance with State records retention schedules. Any breach of this provision constitutes a material breach of the agreement and may be actionable under the performance bond resulting in financial consequences.

23. Warranty. Contractor shall warrant that all labor, services, equipment, tools, materials, and supplies provided to be of high quality and free from all defects whatsoever. Contractor warranty coverage shall provide for repair of any deficient condition in accordance with design, drawings, manufacturer's specifications and warranty, as well as all applicable local, state, federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction. Contractor must provide written warranty and supporting documentation to FDVA Contract Manager. Warranty coverage shall be as follows:

- a) At minimum, three (3) year manufacturer's warranty on all materials and supplies from date of final completion. Date of shipment warranty shall not supersede the three (3) year warranty.
- b) At minimum, three (3) year Contractor warranty on all labor and workmanship from date of final completion.

24. Software Upgrades. With prior approval of FDVA's Chief Information Officer (or designee) and FDVA Contract Manager, Contractor shall provide all system software changes and upgrades, new releases, and "bug" fixes for a period of three (3) years from date of FDVA Final Acceptance.

25. Final Completion. Upon FDVA Contract Manager acceptance and approval of the following requirements, FDVA Contract Manager shall certify final completion of the project:

- a) Contractor full correction of any deficiencies identified during inspection(s).
- b) Contractor provision of applicable submittals (permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging and permissions); as provided by any applicable authorities have jurisdiction, manufacturers, suppliers, and Contractor.
- c) Operation and Maintenance Manuals in both hard-copy and electronic format.
- d) Contractor provision of two sets (hard copy and electronic) all project related plans, drawings and as-builts.
- e) Training for system and equipment operation, troubleshooting and routine maintenance to facility maintenance and administrative staff.
- f) Contractor proper disposal of all project related waste.

- g) Contractor removal of all Contractor vehicles, trailers, storage containers, equipment, tools, materials, supplies, onsite portable bathroom facilities, and cleaning stations.
- h) Contractor provision of all warranty documentation.
- i) Contractor provision customer service contact information.
- j) FDVA Contract Manager acceptance and approval of Contractor's final invoice.

26. Invoicing and Payment. Invoicing: Contractor shall submit invoices to the attention of FDVA Contract Manager. FDVA Contract Manager shall be responsible for monitoring Contractor performance of the Agreement and certifying invoices for payment. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, including supporting documentation. Invoices shall specify Contractor's Federal Employer Identification Number (FEIN), FDVA Agreement number, FDVA purchase order number, actual period of service, specific line item description(s), as well as reflect the service location name and address. Invoices must reflect Contractor's net, delivered prices (F.O.B. destination) and be in United States Dollars (USD). Contractor invoicing shall be in accordance with and not exceed the sum specified in the Agreement. Payment: FDVA is unable to pay in advance for any vehicles, trailers, storage containers, labor, services, equipment, tools, materials, and supplies (whether pre-staged, staged, stored or otherwise). Payments shall only be issued for actual Contractor completed work; work which has been certified as accepted and approved by FDVA Contract Manager and any applicable authorities having jurisdiction. 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's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the State of Florida Legislature.

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SECTION "VI"
BID FORM

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

INVITATION TO BID (ITB) NO.: FDVA-ITB-16-008B

INVITATION TO BID (ITB) TITLE: "JENKINS – AUDIO/VIDEO SECURITY SYSTEM"

INVITATION TO BID (ITB) DESCRIPTION: IN ACCORDANCE WITH THE AGREEMENT, CONTRACTOR SHALL PROVIDE ALL VEHICLES, TRAILERS, STORAGE CONTAINERS, SERVICES, LABOR, EQUIPMENT, TOOLS, MATERIALS, AND SUPPLIES REQUIRED FOR THE REMOVAL OF THE EXISTING CHAIN LINK FENCE AND GATE AT THE DELIVERY ENTRANCE AND THE INSTALLATION OF ALL FENCING, GATES, GATE OPERATORS, BOOM BARRIER SYSTEMS, CLOSED CIRCUIT TELEVISION (CCTV) CAMERAS, MONITORS, NETWORK RECORDING DEVICES, SWITCHES, WIRING AND CONTROL/INTERFACE EQUIPMENT FOR THE ROBERT H. JENKINS, JR. STATE VETERANS' DOMICILIARY HOME, LOCATED AT 751 SE SYCAMORE TERRACE, LAKE CITY, FLORIDA 32025. CONTRACTOR SHALL ALSO PROVIDE FOR PROPER DISPOSAL OF ALL PROJECT RELATED WASTE.

CONTRACTOR TOTAL PROJECT BID 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. TOTAL PROJECT BID PRICE MUST BE IN NUMERICAL U.S. DOLLARS. RESPONSES SUCH AS SYMBOLS, ABBREVIATIONS, "ESTIMATE", "PENDING", "TBD", "TBA", AND THE LIKE THEREOF WILL RESULT IN RESPONDENT BID BEING CONSIDERED NON-RESPONSIVE AND REJECTED.

CONTRACTOR TOTAL PROJECT BID PRICE: \$ _____.

PROJECT COMPLETION: FDVA REQUIRES SPECIFIED SERVICES TO BE COMPLETED TO THE FULL SATISFACTION AND ACCEPTANCE OF FDVA AND ANY APPLICABLE AUTHORITIES HAVING JURISDICTION, WITHIN ONE-HUNDRED-EIGHTY (180) CALENDAR DAYS FROM THE DATE OF AGREEMENT'S FULL EXECUTION.

CONTRACTOR ESTIMATED TIME FOR COMPLETION _____ CALENDAR 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 CONTRACTOR, 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 AND ANY ISSUED ADDENDUM.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "VII"
STATEMENT OF NO BID

IF CONTRACTOR DOES NOT INTEND TO SUBMIT A RESPONSE TO THIS SOLICITATION, PLEASE FULLY EXECUTE THIS FORM IN THE PROVIDED FORMAT AND RETURN TO FDVA PRIMARY CONTACT. FORM MAY BE SENT TO EMAIL ADDRESS PurchasingLargo@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-16-008B** 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 CONTRACTOR, 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"
CONTRACTOR REFERENCES

CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR SHALL LIST ANY NAMES UNDER WHICH IT OPERATED DURING THE PAST FIVE (5) YEARS:

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO PROPERLY EVALUATE CONTRACTOR'S RESPONSE TO THIS SOLICITATION. CONTRACTOR 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 CONTRACTOR (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 CONTRACTOR HAS HAD A NAME CHANGE SINCE THE TIME SIMILAR COMMODITIES OR SERVICES WERE PERFORMED FOR A LISTED REFERENCE, THE NAME UNDER WHICH THE CONTRACTOR OPERATED AT THAT TIME MUST ALSO BE PROVIDED ADJACENT TO THE SPACE PROVIDED FOR CONTRACTOR 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 CONTRACTOR TO PROVIDE AN ALTERNATE REFERENCE WITHIN ONE (1) BUSINESS DAY. CONTRACTOR FAILURE TO PROVIDE ALTERNATE REFERENCE WITHIN THE REQUIRED TIME MAY RESULT IN THE CONTRACTOR 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 CONTRACTOR IN ORDER TO OBTAIN ADDITIONAL INFORMATION REGARDING CONTRACTOR PAST PERFORMANCE. ANY INFORMATION OBTAINED AS A RESULT OF SUCH CONTACT MAY BE USED TO DETERMINE WHETHER OR NOT THE CONTRACTOR IS A "RESPONSIBLE CONTRACTOR", AS DEFINED IN SECTION 287.012 (24), FLORIDA STATUTES.

REFERENCE NUMBER 1:

CONTRACTOR 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 CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 2:

CONTRACTOR 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 CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 3:

CONTRACTOR 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 CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 4:

CONTRACTOR 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 CONTRACTOR TO THIS CLIENT:

SECTION "IX"
ADDENDUM ACKNOWLEDGMENT FORM

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM IF ANY ADDENDUM HAS BEEN PUBLISHED ON THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS).

CONTRACTOR'S FAILURE TO ACKNOWLEDGE BELOW ANY PUBLISHED ADDENDUM MAY RESULT IN THE CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

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 CONTRACTOR, I ACKNOWLEDGE RECEIPT OF THE ISSUED ADDENDUM TO THIS SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "X"
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

CONTRACTOR 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 CONTRACTOR 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 IRAN PETROLEUM ENERGY SECTOR LIST (BOTH LISTS PURSUANT TO SECTION 215.473, FLORIDA STATUTES), OR ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE CONTRACTOR, I HEREBY CERTIFY THAT THE CONTRACTOR IDENTIFIED ABOVE IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR IRAN PETROLEUM ENERGY SECTOR LIST, OR ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

I UNDERSTAND FDVA MAY IMMEDIATELY TERMINATE THE AGREEMENT FOR CAUSE IF THE CONTRACTOR IS PLACED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR IRAN PETROLEUM ENERGY SECTOR LIST, OR ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION SHALL RESULT IN TERMINATION OF THE AGREEMENT AND ALL REMEDIES PROVIDED BY LAW SHALL BECOME AVAILABLE TO FDVA.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "XI"
ATTESTATION OF NO CONFLICT

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

ALL CONTRACTOR PERSONNEL, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND THEIR EMPLOYEES, AND ALL OTHER PERSONS THAT TOOK PART IN THE PROCUREMENT PROCESS ARE REQUIRED TO DISCLOSE IF THEY HAVE ANY CONFLICT OF INTEREST REGARDING SOLICITATION NO.: **FDVA-ITB-16-008B**.

FIRM'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGMENT: EACH UNDERSIGNED INDIVIDUAL HEREBY ATTESTS THAT THEY TOOK PART IN THE PROCUREMENT PROCESS FOR THE ABOVE SPECIFIED 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

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO FLORIDA LAW.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

APPENDIX "B"
NON-COLLUSION AFFIDAVIT

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

STATE OF _____ COUNTY OF _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS (PHYSICAL): _____

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

1. THE PRICE(S) AND AMOUNT(S) OF THIS RESPONSE HAVE BEEN ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER FIRM OR PERSON.
2. NEITHER THE PRICE(S) NOR THE AMOUNT(S) OF THIS RESPONSE, AND NEITHER THE APPROXIMATE PRICE(S) NOR APPROXIMATE AMOUNT(S) OF THIS RESPONSE, HAVE BEEN DISCLOSED TO ANY OTHER FIRM OR PERSON AND THEY WILL NOT BE DISCLOSED BEFORE RESPONSE OPENING.
3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE TO INDUCE ANY OTHER FIRM OR PERSON TO REFRAIN FROM SUBMITTING A RESPONSE FOR THIS SOLICITATION, OR TO SUBMIT A PRICE(S) HIGHER THAT THE PRICE(S) IN THIS RESPONSE, OR TO SUBMIT ANY INTENTIONALLY HIGH OR NONCOMPETITIVE PRICE(S) OR OTHER FORM OF COMPLEMENTARY RESPONSE.
4. THE RESPONSE IS MADE IN GOOD FAITH AND NOT PURSUANT TO ANY AGREEMENT OR DISCUSSION WITH, OR INDUCEMENT FROM, ANY OTHER FIRM OR PERSON TO SUBMIT A COMPLEMENTARY OR OTHER NONCOMPETITIVE RESPONSE.
5. THE NAMED CONTRACTOR, 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 CONTRACTOR, UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE REPRESENTATIONS ARE MATERIAL AND IMPORTANT, AND WILL BE RELIED ON BY THE STATE OF FLORIDA FOR WHICH THIS RESPONSE IS SUBMITTED. I UNDERSTAND AND MY FIRM 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 RESPONSE FOR THE AGREEMENT.

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 2016.

SIGNATURE OF NOTARY

STATE OF _____

PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC _____

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION: _____

TYPE OF IDENTIFICATION PRODUCED: _____

ATTACHMENT "A"
"SAMPLE" AGREEMENT
FDVA-ITB-16-008B "JENKINS – AUDIO/VIDEO SECURITY SYSTEM"

THIS AGREEMENT is made on this ____ day of _____, 2016, 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, Suite 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-16-008B, on _____; for the provision of all vehicles, trailers, storage containers, services, labor, equipment, tools, materials, and supplies required for the removal of the existing chain link fence and gate at the delivery entrance and the installation of all fencing, gates, gate operators, boom barrier systems, closed circuit television (CCTV) cameras, monitors, network recording devices, switches, wiring and control/interface equipment for the Robert H. Jenkins, Jr. State Veterans' Domiciliary Home, located at 751 SE Sycamore Terrace, Lake City, Florida 32025. Contractor shall also provide for proper disposal of all project related waste.

WHEREAS, Contractor submitted a Response (Bid) to the ITB on _____, 2016; 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 The contract documents, including without limitation all exhibits 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.

1.1.2 To the extent of any conflict between the contract documents, this Agreement and any amendments shall control:

- Then FDVA ITB and all Addendum (attached hereto as Exhibit A),
- Then Contractor's Bid (attached hereto as Exhibit B),
- Then FDVA Purchase Order, and
- Then any other exhibits as required.

All of the foregoing are incorporated herein by reference and are made a part of this Agreement.

2.1 GENERAL DESCRIPTION OF SERVICES:

2.1.1 Contractor shall provide all vehicles, trailers, storage containers, services, labor, equipment, tools, materials, and supplies required for the removal of the existing chain link fence and gate at the delivery entrance and the installation of all fencing, gates, gate operators, boom barrier systems, closed circuit television (CCTV) cameras, monitors, network recording devices, switches, wiring and control/interface equipment for the Robert H. Jenkins, Jr. State Veterans' Domiciliary Home, located at 751 SE Sycamore Terrace, Lake City, Florida 32025. Contractor shall also provide for proper disposal of all project related waste.

2.1.2 Contractor shall complete the tasks as outlined in the ITB and any issued addendum, 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, during, and after 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 and any applicable authorities having jurisdiction; FDVA agrees to pay or cause to be paid a total contract sum not to exceed **\$TBD**, as set forth in Contractor's Bid. The State's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the State of Florida Legislature.

3.1.2 It is agreed that Contractor's expenses, including but not limited to any and all costs related to travel and lodging, 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 the removal of the existing chain link fence and gate at the delivery entrance and the installation of all fencing, gates, gate operators, boom barrier systems, closed circuit television (CCTV) cameras, monitors, network recording devices, switches, wiring, control/interface equipment and proper disposal of all project related waste at the Robert H. Jenkins, Jr. State Veterans' Domiciliary Home, located at 751 SE Sycamore Terrace, Lake City, Florida 32025.

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 Pursuant to Section 287.058(1)(h), Florida Statutes, in the event of delay in the provision of required services, not subject to unavoidable delays, FDVA must recover its actual costs which it estimates at this time to be in the amount of **\$189.00** per calendar day the Contractor has failed to provide the required services in accordance with the Agreement. FDVA reserves the right to increase this amount if the actual financial consequences to FDVA caused by Contractor's delay are higher. Deductions must 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 Contract 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 Agreement.

6.1.2 Contractor shall be 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 local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction 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 local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction 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 local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction, 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 Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or has been found to have submitted a false certification representing that Contractor has not been placed on these lists, or is engaged in business operations in Cuba or Syria, then FDVA may terminate this agreement, pursuant to section 287.135, Florida Statutes and section 215.473, Florida Statutes.

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 the date of the Agreement's full execution, with no renewals. FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction within one-hundred and eighty (180) calendar days, from the date of Agreement's full execution.

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 CLOSING:

12.1.1 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.

12.1.2 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.

12.1.3 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.

12.1.4 Contractor understands and agrees it shall be bound by all the terms and conditions of this Agreement, as well as such terms and conditions set forth in Invitation to Bid (ITB) Number FDVA-ITB-16-008B and any issued addendum.

12.1.5 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 of Leon County, Florida 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 _____, 2016.

Contractor:

State of Florida Department of Veterans' Affairs:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness Signature

Print Name

Witness Signature

Print Name

Approved as to form and legality by
FDVA General Counsel's Office:

Signature: _____

Print name: _____

Date: _____

ATTACHMENT "B"
"SAMPLE" PERFORMANCE AND PAYMENT BOND

PERFORMANCE AND PAYMENT BOND

Statutory Bond for Performance and Payment
pursuant to Section 255.05, Florida Statutes

Bond No. (enter bond number)

BY THIS BOND, We, _____, a state of _____ Corporation, with a principal address of _____ (Telephone No. _____) as Principal and _____, a state of _____ corporation, as Surety, are bound to the **State of Florida**, Owner, and **Department of Veterans' Affairs** ("FDVA"), as State of Florida's Contracting Public Entity, with an address at 11351 Ulmerton Road, Suite 311-K, Largo, Florida 33778-1630, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally in connection with the performance of the Contract No.: FDVA-ITB-16-008B, dated _____, 2016, and titled "JENKINS – AUDIO/VIDEO SECURITY SYSTEM" in order to furnish all vehicles, trailers, storage containers, services, labor, equipment, tools, materials, and supplies required for the removal of the existing chain link fence and gate at the delivery entrance and the installation of all fencing, gates, gate operators, boom barrier systems, closed circuit television (CCTV) cameras, monitors, network recording devices, switches, wiring, control/interface equipment and proper disposal of all project related waste at the following service location:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract No. FDVA-ITB-16-008B, dated _____, 2016, including amendments thereto, if any, between Principal and Owner for the construction of "JENKINS – AUDIO/VIDEO SECURITY SYSTEM" as described above, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner any and all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. This instrument shall be construed in all respects as a statutory law bond of the State of Florida, pursuant to Section 255.05, Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Note to Successful Contractor: Please reference ITB/Solicitation Section V "Statement of Work"; Item No. 5 "Performance and Payment Bond". The actual bond, in/below this area, must provide sections (i.e. for signature, printed name, title, and date "blocks") for applicable principal authorized, witness attest, notary, surety, and attorney-in-fact signatures. Additionally, FDVA must receive certified copy of the recorded public construction bond, including properly executed and recorded power of attorney (for the attorney providing the bond) that is recorded in the service location's respective county.