

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

TITLE PAGE

STATE OF FLORIDA



**FLORIDA HEALTH DEPARTMENT
Palm Beach County**

INVITATION TO BID

**Air Conditioner Services (HVAC)
DOH1076**

**Issued by:
General Services
Purchasing Department
1050 W15th St,
Riviera Beach, FL. 33404**

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____

Authorized Signature (Typed) and Title: _____

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Timeline

ACTIVITY	DUE DATE	CONTACTS & LOCATIONS
ITB advertised	5/9/13	Vendor Bid System: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
Mandatory Site Visit	One Day: 5/20/13 Start at 9:00am ET	One Day: Site visit will begin at: Florida Health Department, Administration Building Main Lobby Building Manager Dameion DaCosta 800 Clematis Street West Palm Beach, FL 33401. Site visit will proceed to: 1150 45 th Street, West Palm Beach, FL 33407 1239 East Main St, Pahokee, FL 33476
Questions submitted in writing	Date: 5/23/13 By 5:00 pm ET	Submit to: Florida Health Department General Services Purchasing Manager – Judy K. Carter, Suite 3 1050 W 15 th Street, Riviera Beach, FL 33404 Fax: (561) 845-4658 E-mail: judy_carter@doh.state.fl.us
Answers to questions	Date: 5/29/13 By 5:00 pm	Vendor Bid System: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
Sealed bids due and opened	Must be received 6/3/13 PRIOR to: 3:30 PM ET	Submit to: Florida Health Department General Services Purchasing Manager – Judy K Carter, Suite 3 1050 W 15 th Street, Riviera Beach, FL 33404
Anticipated posting of intent to award	Date: 6/10/13	Vendor Bid System: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

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

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SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001)

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. <http://dms.myflorida.com/content/download/2934/11780>

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. <http://dms.myflorida.com/content/download/2933/11777>

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to establish Air Conditioner Services Preventative Maintenance and Repair Contract for three (3) years, with the option to renew for the Florida Health Department, in Palm Beach County.

The successful respondent must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following: Section 20.43 Florida Statute.

3.2 Term

It is anticipated that the contract resulting from this ITB will be for a three year base term with an option to renew for up to three additional years, beginning with the Purchase Order issue date or contract execution date. The estimated annual budget is \$100,000.00.

3.3 Renewal

This Special Condition takes precedence over General Conditions #26 in PUR1000.

The contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed three (3) years or the term of the original contract, whichever is longer. The price for each potential renewal year shall be submitted for evaluation by the Department and shall not exceed 5% of the original bid price. The renewal may not include any compensation for costs associated with the renewal. Respondents must complete and submit the renewal pricing section of the price page, see Price Page Attachment II. Any renewal shall be in writing and subject to the same terms and conditions of the original bid. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

3.4 Definitions

- "Bidder" and "Respondent" mean the entity that submits materials to the Department in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.
- "Bid" and "Response" mean the complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.
- "Business hours" means 8 A.M. to 5 P.M. Eastern Time on all business days.
- "Calendar days" counts all days, including weekends and holidays.
- "Contract" means the contract that will be awarded to the successful bidder under this Invitation to Bid, unless indicated otherwise.

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- "Contractor" or "Provider" means the business entity to which a contract has been awarded by the Department in accordance with a proposal submitted by that entity in response to this ITB.
- "Department," "DOH" or "Buyer" means Department of Health and may be used interchangeably.
- "Desirable Conditions" means the use of the words "should" or "may" in this solicitation to indicate desirable attributes or conditions, but which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a proposal.
- "Mandatory Requirements" or "Minimum Requirements," means that the Department has established certain requirements with respect to responses to be submitted by Bidder. The use of "shall," "must," or "will" (except to indicate simple futurity) in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract/Purchase Order.
- "Minor Irregularity," used in the context of this solicitation and perspective Contract/Purchase Order, indicates a variation from the ITB terms and conditions which does not affect the price of the bid, or give the Bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the Department.
- "Vendor Bid System" and "VBS" refers to the State of Florida internet-based vendor information system at http://myflorida.com/apps/vbs/vbs_main_menu
- "PM" used means Project Manager

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 General Statement

The services are for Air Conditioning Preventative Maintenance and Repair Services for the Florida Health Department, in Palm Beach County.

4.2 Specifications

Detailed specifications for this solicitation are provided as **Attachment I** in this ITB.

4.3 Warranty

All parts and equipment purchased through a bid must be warranted for one (1) year from the date of installation against defects, poor workmanship, and insufficient performance. The warranty must include, at a minimum, replacement of any defective parts at no cost to The Department. **Warranty documentation is required with bid submission**

4.4 Business Hours Service/Maintenance Agreement

The Department requires a three (3) year business hours service/maintenance agreement for each Air Conditioner Service requested in this ITB. This three (3) year agreement will become effective upon expiration of the initial warranty. Due to funding restrictions, Purchase Orders for this agreement will be issued annually. This agreement is to be priced separately on Attachment II, Price Page of this ITB and shall include the following:

- Business Hours: 8:00 am – 5:00 pm, Monday – Friday (no weekends or holidays)
- Unlimited telephone support (for technical support and troubleshooting)
- Preventative maintenance visits (as specified in Attachment II)
- 24-hour response time (when on-site service is required)
- All parts and labor materials (excluding operating supplies and consumables)

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- All labor (including travel)
- 1 hour response time

4.5 Service Delivery/Location

Items/Services must be delivered to the (3) three locations listed on Attachment I. in the Service Location Section as follows:

1. Administration Building 800 Clematis Street, West Palm Beach, FL, 33401
2. West Palm Beach Health Center, 1150 45th St, West Palm Beach, FL, 33407
3. Pahokee/Glade Health Center, 1839 East Main Street, Pahokee, FL 33476

4.6 Experience Form

The bid response shall include contact information for five (5) entities the bidder has provided commodities or services similar to those requested in this solicitation. Vendors shall use Attachment III, Experience Form of this ITB to provide the required information.

The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department's determination is not subject to review or challenge

The bidder must have a minimum of five (5) years in the commercial heating, ventilation and air conditioning business and must provide documentation of said experience, including the names of the principals of the corporation. The bidder shall demonstrate an acceptable quality of service provision through documentation of a minimum of five (5) references, complete with location, dates of contracts, and names, addresses and telephone numbers of customer contract (**Attachment III**). At least two (2) references must be contracts within the past year.

4.7 Responsive and Responsible

The Bidder shall complete and submit the following mandatory information or documentation as a part of the Bid Package. Any response which does not contain the information below shall be deemed non-responsive.

- Attachment II – Price Page
- Attachment III – Experience Form
- Attachment IV - Required Certifications
- Solicitation Guarantee, See Section 4.14
- Copy of Occupational License
- Copy of Mechanical License
- Copy of Refrigerant Transition and Recovery Licensure
- Warranty, See Section 4.6

4.8 Mandatory Site Visits

A mandatory site and pre-bid conference will be held at the time and location indicated in the Timeline. This provides the vendors with an opportunity to tour the facilities and to ask questions and seek clarifications about the bid. The Department may answer any additional questions at the pre-bid conference or defer them to a later date identified in the Timeline. This is the only forum available during the competitive bid process for answering questions and making clarifications. Attendance at the mandatory site visit/pre-bid conference is a prerequisite for the acceptance of a bid response. Only vendors that complete the attendance sheet for the mandatory site visit / pre-bid conference will be considered responsive.

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4.9 Price Page

The Price Page is Attachment II of this ITB. It must be completed as indicated, signed, and returned with the bid response.

4.10 Solicitation Guarantee/Surety Bond

All proposals shall be accompanied by a surety bond in the amount of ten percent (10%) of the annual contract value and conditioned upon successful respondent submitting the specified performance bond within ten (10) calendar days following notice of award, in the form and manner required by the purchaser. Failure by a respondent to provide the required solicitation guarantee in the manner stated shall cause the proposal to be considered non-responsive to this solicitation. The solicitation guarantee will be returned after the opening of solicitations to all non-responsive respondents and to the successful respondent after the contract is executed. The cost of the solicitation guarantee shall be borne by the respondent.

4.11 Commercial General Liability Insurance

This Invitation to Bid Special Condition takes precedence over General Conditions #35 in PUR 1000 (if applicable).

The contractor shall secure and maintain, at its sole expense and for the duration of the contract, term insurance policies to protect himself, any subcontractor(s), and the State of Florida.

The contractor shall save and hold harmless and indemnify the purchaser against any and all liability, claims, judgments or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, his subcontractor, or any of the employees, agents, or representatives of the contractor or subcontractor.

- A. Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a limit of not less than \$100,000.
- B. Comprehensive General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than \$300,000 combined single limit issued on a per occurrence basis.
- C. Comprehensive Automobile Liability Insurance, including owner, non-owned and hired vehicle coverage of not less than \$100,000 combined single limit, issued on a per occurrence basis, if operations and services under the contract involve the use of operation of automotive vehicles on the Purchaser's premises.

Certificates of insurance coverage described above shall be furnished by the awarded vendor within five (5) days after notice of award. Failure, by the awarded vendor to furnish the required certificates within the time designated, shall cause The Department to withdraw the award and proceed with the next lowest responsive vendor.

No insurance will be acceptable unless written by a company licensed by the State of Florida Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time policy is issued.

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4.12 Identical Tie Bids

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, The Department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

4.13 Basis of Award

Bids that do not meet the requirements specified in this ITB will be considered non-responsive. The Department reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if The Department determines that doing so will serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive. A single award shall be made to the responsive, responsible bidder offering the lowest cost for the items requested in this ITB.

5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001 unless a statutorily required provision in the PUR 1001 supersedes.

5.1 Instructions for Submittal

- Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the Invitation to Bid. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- All bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder's responsibility to assure its bid submittal is delivered at the proper place and time as stipulated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- Late bids will not be accepted.

5.2 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful respondent's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract resulting from this ITB entitling the department to unilaterally cancel the contract agreement. The successful bidder will be required to notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful bidder shall provide any documents requested by the Department in its standard word processing format (currently

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Microsoft Word 6.0). If this standard should change, the successful vendor shall adopt the new standard at no cost to the department. Data files will be provided in a format directed by the department.

The successful bidder agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful bidder further agrees to hold the department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure of confidential information and promises to defend the department against the same at its expense. The successful bidder shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

5.3 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the respondent considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the respondent must segregate and clearly mark the document(s) as "**CONFIDENTIAL.**"

Simultaneously, the Respondent will provide the Department with a **separate redacted paper and electronic copy** of its response with the claimed protected information redacted and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "**REDACTED COPY.**"

The Redacted Copy shall be provided to The Department at the same time the respondent submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the respondent fails to submit a redacted copy with its response, all records submitted are public records and The Department shall produce all documents, data or records submitted by the respondent in answer to a public records request.

5.4 Inquiries

These instructions take precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline and/or during a pre-bid conference, if applicable (see Section 4.12) will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

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All inquiries must be submitted to:

**Florida Health Department
Palm Beach County, Purchasing
Attention: Ms Judy K Carter
1050 W 15th St, Riviera Beach, FL., 33404
Fax: 561-845-4658
Email: judy_carter@doh.state.fl.us**

5.5 Restrictions on Communications

NOTE: FLORIDA LAW:

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 as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

5.6 Special Accommodations

Any person who requires special accommodations at FDOH Purchasing because of a disability should contact the FDOH Purchasing Office at (561) 840-4522 at least five (5) work days prior to any pre-proposal conference, proposal opening, or meeting. If you are hearing or speech impaired, please make contact through the Florida Relay Service, at 1-800-955-8771 (TDD).

5.7 Minority and Service-Disabled Veteran Business - Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

The successful respondent shall provide a monthly Subcontract Report (Attachment V) summarizing all subcontracting/material suppliers performed during the prospective contract period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the DOH Contract Manager of the Department of Health. The Department of Health encourages the use of MWBE and SDVBE vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Department of Health's Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

5.8 Subcontractors

The successful respondent may, only with prior written approval of the department, enter into written subcontracts for performance of specific services under the contract resulting from this solicitation. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the proposal. If a subcontract has been identified at the time of proposal submission, a copy of the proposed subcontract must be submitted to the department. No subcontract that the respondent enters into with respect to performance under the contract shall in any way relieve the respondent of any responsibility for performance of its contract responsibilities with the department. The department reserves the

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right to request and review information in conjunction with its determination regarding a subcontract request.

SECTION 6.0 SPECIAL CONDITIONS

The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:

6.1 Additional Quantities/Changes in Locations

Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:

The successful respondent shall notify the department in writing a minimum of one week prior to making changes in location that will affect the department's ability to contact the successful respondent by telephone or facsimile.

6.2 Cost of Bid Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in responding to this ITB.

6.3 Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors

Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

6.4 Verbal Instructions Procedure

The vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Purchasing Office may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor.

6.5 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the bidding specifications or documents during the bidding period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the vendor to be aware of any addenda that might affect the submitted bid.

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6.6 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

6.7 Unauthorized Aliens

The employment of unauthorized aliens by any vendor is considered a violation of section 274A (a) of the Immigration and Nationality Act, 8 U.S.C. § 1324a (2006). A vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract.

6.8 Standard Contract / Purchase Order

It is anticipated a purchase order(s) will be executed to the awarded vendor by the department. Attached to this solicitation are the FDOH Purchase Order Terms and Conditions (**Attachment V**) which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Prospective vendors should carefully review the FDOH Purchase Order Terms and Conditions and be prepared to comply, if awarded this solicitation.

Use of this document is mandatory for departmental purchase orders issued in MFMP as they contain the basic clauses required by law. The terms and conditions contained in the Purchase Order Terms and Conditions are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference.

6.9 Licenses, Permits, and Taxes

Respondent shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

6.10 Termination

This Invitation to Bid Special Condition takes precedence over General Condition #22 and #23 in PUR1000.

Termination shall be in accordance with Department of Health Purchase Terms and Conditions, Attachment V.

6.11 Conflict of Law and Controlling Provisions

Any contract resulting from this ITB, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

6.12 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract.

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However, this prohibition does not prevent a bidder who responds to a request for information form being eligible to contract with an agency.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, Attachment VI.

6.13 E-Verify

In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

6.14 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA LIST OF PROHIBITED COMPANIES](#) which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney’s fees, and/or costs.

6.15 Required Certifications

All vendors must sign and return with its response the Required Certifications form, Attachment VI hereto, with their bid submission. **Any vendor failing to return this Required Certifications form will be considered non-responsive.**

Additional bidder’s qualifications include.

1. Bidder must hold an Occupational License covering Palm Beach County or Statewide
2. Bidder must be licensed as a Mechanical Contractor
3. Bidder and employees must hold and be certified in Refrigerant Transition and Recovery type I, II and III
4. The Bidder must have a minimum of five (5) years in the commercial Air Conditioning (A/C Maintenance and Repair) business and must provide documentation of said experience, including the names of the principals of the Corporation.

6.16 W-9 Initiative

The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: <https://flvendor.myfloridacfo.com/>

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6.17 Florida Preference

Section 287.084 Florida Statutes or F.S. (if previously defined) is applicable.

287.084 Preference to Florida businesses.—(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

ATTACHMENT I

SPECIFICATION FOR AIR CONDITION SERVICE (HVAC)

Scope of Work

Provide all labor to complete routine maintenance as specified, excluding filters and belts. Provide an hourly rate for regular and after hour's repairs (Response Time: one hour, 24 hours per day, and 7 days per week).

This agreement retains the Contractor to perform preventative maintenance and repair of the Heating, Ventilation, and Air Conditioning (HVAC) systems for The Florida Health Department, Palm Beach County.

The Vendor shall furnish all labor, materials and equipment that are required to provide HVAC Maintenance and repair. All belts and filters will be purchased by The Florida Health Department and stored in a location which will be accessible to the Vendor for each location. This service contract only covers maintenance and repair for the (3) three locations .

Initial Service

Provide an initial inspection, review and document all equipment. Set-up preventative maintenance programs for each piece of equipment. Provide technician to meet with FDOH staff person to review equipment operation and procedures. Not to exceed 50 hours during the 1st month of contract period; to be billed at the initial labor service rate.

Service Locations:

Monthly preventative maintenance services at the (3) three locations specified in Attachment I, with the option to add or delete locations if needed. Services rendered to the Florida Department of Health Palm Beach County will be on a time and materials basis.

West Palm Beach Health Center

1150 45th Street West Palm Beach FL, 33407
Operations Manager: Mr. Dameion DaCosta

Florida Health Department Palm Beach County Administration Building

800 Clematis Street
West Palm Beach, FL, 33401
Operations Manager: Mr. Dameion DaCosta

Pahokee/Glade Health Center

1839 East Main Street
Pahokee, FL 33476
Operations Manager: Mr. Dameion DaCosta

**AIR CONDITIONER SERVICES (HVAC)
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Response Time

Provide one (1) hour response time for emergency repairs, 24 hours per day, and 7 days per week.

Travel time will NOT be covered from the vendor’s location to the job site. The ticket or time starts when the Vendor gets to any of the three locations that requested A/C maintenance or repair. This time will be logged as start time. The completion time will be logged once the maintenance or repair is completed and makes contact with the State Operations Manager

LOCATION 1:

Administration Building 800 Clematis Street, West Palm Beach, FL 33401

Equipment	Job Procedure
<p>Two (2) Circulating Chill Water Pumps Taco F1 4009</p>	<p><u>PM Tasks-Monthly</u></p> <ul style="list-style-type: none"> -Check electrical connections -Check and record amperage on electrical motors -Check piping joints and connections for leaks -Inspect pump shaft seals for leakage -Inspects contacts on motor starters, contactors and relays -Bleed air from pet cock valves if applicable -Clean strainers as needed -Check Water Pressure entering and leaving -Check for abnormal vibration and sounds -Check pump coupling for alignment and wear <p><u>PM Tasks-Semi-Annual</u></p> <ul style="list-style-type: none"> -Lubricate bearings - Shafts and Motors

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Equipment	Job Procedure
<p>Two (2) Chillers Trane RTAA 1254YT</p>	<p><u>PM Tasks-Monthly</u> -Check Microprocessor Control Board for status and alarms -Check water treatment chemical levels -Check water pressure and temperature -Check condenser coils -Check electrical connections controls, and starter contacts -Check and record amperage on all electrical motors -Check piping joints and connections for leaks -Blow down or clean strainers as needed -Check condenser fan motors and blades -Check refrigerant pressure as needed -Check for pressure drop at the liquid line drier -Check for abnormal vibration and sounds</p> <p><u>PM Tasks-Quarterly</u> -Blow down Chill water drip leg at minimum “four” times per year</p> <p><u>PM Tasks-Annually</u> -Clean condenser coils “once a year” with NON acidic cleaner</p>

NOTE: Service Contract for Water Treatment is provided by FDOH

Equipment	Job Procedure
<p>Ten (10) Air Handling Units (AHU)</p> <p>Trane MCCB012 (VFD Drive): Filters: (6) 20x20x4 Pre Pleat AHU 1-1, AHU 1-2, AHU 2-1, AHU 2-2, AHU 3-1</p> <p>Trane MCCB014 (VFD Drive): Filters: (12) 16x20x4 Pre Pleat AHU 3-2</p> <p>Trane MCCB012 (VFD Drive): Filters: (6) 20x20x4 Pre Pleat AHU 4-1</p>	<p><u>PM tasks – Monthly</u></p> <ul style="list-style-type: none"> -Check drive belts, adjust and/or replace -Check all electrical connections -Inspect evaporator coils, drain pans, and drain lines for cleanliness -Check operation of thermostats and level -Check and record amperage of electric motors -Check piping joints and connections for leaks -Inspect blower wheels, clean and tighten as necessary -Inspect connectors on motor starters, contractors and relays -Inspect pulleys and sheaves for wears -Inspect piping insulation -Inspect hangers, supports and framework on equipment and Piping

**AIR CONDITIONER SERVICES (HVAC)
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<p>Trane MCCB014 (VFD Drive): Filters: (12) 16x20x4 Pre Pleat AHU 4- 2</p> <p>Trane MCCB017 (VFD Drive): Filters: (8) 16x20x4 (4) 16x25x4 Pre Pleat AHU 5-1 AHU 5-2</p>	<ul style="list-style-type: none"> -Check Chill Water Valve -Inspect VFD, drive controllers and contacts. -Check for abnormal noise and vibration <p><u>PM tasks - Quarterly</u></p> <ul style="list-style-type: none"> -Change ALL filters a minimum of FOUR times per year -Blow down drip leg a minimum of Four times per year -Clean strainers and floor drains <p><u>PM tasks – Semi Annually</u></p> <ul style="list-style-type: none"> -Lubricate bearings, shaft and/or motor <p><u>PM Tasks-Annually</u></p> <ul style="list-style-type: none"> -Change all the belts and properly secure fixtures. -Clean evaporator coils “once a year” with NON acidic cleaner
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NOTE: Apply lubrication to Damper blades and ensure it works in accordance with the actuators. Filters and Belts will also be kept on site.

Equipment	Job Procedure
<p>VFD (AHU Variable Frequency Drives) With manual bypass</p>	<p><u>PM tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check electrical connections and contacts -Check the control lighting -Check the digital percentage readout to what’s required -Check the automatic and manual operation controller

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Equipment	Job Procedure
<p>Two (2)CRU (Computer Room Units) Liebert Model # BU067A Filter: One(1) 28.5x29.5x2 Pre Pleat</p>	<p><u>PM tasks - Monthly</u> - Check Microprocessor Control Board for status and alarms -Check drive belts, adjust if needed -Check all electrical connections Inspect evaporator coils, drain pans, and drain lines for cleanliness -Check operation of thermostats and levels -Check and record amperage and voltage -Check the refrigerant and recharge as needed -Clean humidifier Pan -Clean and flush Y strainers as needed -Inspect the reheat and controls. -Check motor and fans for abnormal noise and vibration -Check the re-heat and controls</p> <p><u>PM tasks - Quarterly</u> -Change ALL filters a minimum of FOUR times per year</p> <p><u>PM Tasks-Annually</u> -Change all the belts and properly secure fasteners -Clean evaporator coils “once a year” with NON acidic cleaner if applicable</p>

Equipment	Job Procedure
<p>Two (2) CU (Computer Room Condensing Unit) Liebert Model # DCSF083-Z</p>	<p><u>PM tasks - Monthly</u> -Check condenser fan motors and blades -Check condenser coil and clean as needed -Check electrical connections -Check operation of equipment and controllers -Check for any abnormal vibration or noise</p>

**AIR CONDITIONER SERVICES (HVAC)
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Equipment	Job Procedure
Expansion Tank, Chill Water Make-up	<p><u>PM tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check water levels -Check operation of automatic water fill device -Check pressure safety valve -Check for leaks <p><u>PM Tasks - Quarterly</u></p> <p>Blow down as needed Minimum of Four times per year</p>

Equipment	Job Procedure
Chill Water Chemical Pot Feeder	<p><u>PM tasks - Monthly</u></p> <ul style="list-style-type: none"> -Do not allow water circulation unless the chemical is being administered. -Check operation of manual valves. Open and close a minimum of four times per year -Blow down as needed -Check for leaks <p><u>PM Tasks - Quarterly</u></p> <ul style="list-style-type: none"> -Check operation of manual valves. Open and close a minimum of four times per year

Equipment	Job Procedure
Continuum Network Computer System	<p><u>PM tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check the system for alarms and settings. -Check the system for bad or defective temperature sensors -Correct the settings if needed -Check VAV control boxes

**AIR CONDITIONER SERVICES (HVAC)
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Equipment	Job Procedure
<p>11 (Eleven) Split AC Fan Coils (DX) DX UNITS: Carrier 40MVC018 1-1 1-2 1-3 2-1 2-2 3-1 3-2 4-1 4-2 5-1 5-2</p>	<p><u>PM Tasks - Monthly</u> -Clean and Flush the condensate pump if applicable -Check all electrical connections and controls -Inspect evaporator coils, drain pans, and drain lines for cleanliness -Check thermostats for proper operating temperature levels -Check and record amperage and voltage as needed -Check piping joints and connections for leaks -Inspect piping insulation -Check motor and fan for abnormal noise or vibrations (Direct Drive) <u>PM Tasks - Quarterly</u> - Wash/Clean Air Filters at minimum four times per year. - Clean coils “once a year” with NON acidic cleaner if applicable</p>

Equipment	Job Procedure
<p>11 (Eleven) Split AC Condensing Unit (CU) CU UNITS: Carrier 38MVC018 1-1, 1-2, 1-3, 2-1, 2-2, 3-1, 3-2, 4-1, 4-2, 5-1, 5-2</p>	<p><u>PM Tasks - Monthly</u> -Check condenser fan motor and blades for cracks or vibrations -Check and clean condenser coil as needed -Check compressors -Check refrigerant pressures -Check electrical connections -Check the operation of the equipment controls. -Clean coils “once a year” with NON acidic cleaner if applicable</p>

**AIR CONDITIONER SERVICES (HVAC)
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Equipment	Job Procedure
<p>8 (Eight) Exhaust Fans (EF), Return Fans (RF) EF Penn Zephyr (Direct Drive): 1-2-1, 1-2-2, 1-2-3, 2-2-1, 3-2-1, 4-2-1, 5-2-1, 5-2-2,</p> <p>5 (Five) EF Penny Barry (Belt Driven): 1-2-5 (FX30B), 1-2-6 (DX14B) 2-2-2 (SX120) 5-1(EFLF12BC) 5-2(EFLF12BC)</p> <p>7 (Seven) RF Penny Barry (Belt Driven): 1-1 (SX12) 1-2(SX100) 2-1(SZ155) 3-1(SX120) 4-1(SX120) 5-1(LF12BC) 5-2(SZ100)</p>	<p><u>PM Tasks - Monthly</u> <u>Penn Zephyr Fans</u> -Check the back draft dampers as needed -Check fan operations and controls <u>Penn Barry Fans</u> -Check amperage and voltage as needed -Check the back draft dampers as needed -Check motor starters, and/or fuses -Check electrical connections -Inspect pulleys, sheaves, motors and fans bearing -Note any deficiencies on work order and notify building manager -Check operation of dampers</p> <p><u>PM Tasks – Semi Annually</u> Inspect pulleys, sheaves, motors and fans bearing and lubricate as necessary minimum of TWICE per year</p>

NOTE: EF 1-2-4 IS NOT INSTALLED. Filters and Belts will be kept onsite

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LOCATION 2:

Pahokee/Glade Health Center 1839 East Main Street, Pahokee, FL 33476

Equipment	Job Procedure
<p>Three (3) Air Handling Units (AHU)</p> <p style="padding-left: 40px;">Rheem Model# RHLL-HM6024JA:</p> <p style="padding-left: 40px;">AHU 1:S# 051114792 AHU 2:S# W051114819 AHU 3:S#W051114883</p> <p>Filters: (1) 23 7/8x 21.5x 1 Pre Pleat</p>	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check all electrical connections -Inspect evaporator coils, drain pans, and drain lines for cleanliness -Check operation of thermostats and level -Check and record amperage and voltage of electric motors -Check piping joints and connections for leaks -Inspect blower wheels, clean and tighten as necessary -Inspect piping insulation -Check for abnormal noise and vibration -Check the smoke damper <p><u>PM Tasks - Quarterly</u></p> <ul style="list-style-type: none"> -Change ALL filters a minimum of FOUR times per year -Check condensate pan. Clean a minimum of four times per year - Blow down drip leg a minimum of Four times per year <p><u>PM Tasks – Semi Annually</u></p> <ul style="list-style-type: none"> -Lubricate bearings, shaft and/or motor minimum twice per year if applicable <p><u>PM Tasks – Annually</u></p> <ul style="list-style-type: none"> -Clean coils “once a year” with NON acidic cleaner

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Equipment	Job Procedure
<p style="text-align: center;">(3)Three Condensing Units (CU) Rheem 13PJL60A01: CU 1, CU 2, CU 3 S# 7693W041106526</p>	<p><u>PM Tasks - Monthly</u> -Check condenser fan motor and blades for cracks or vibrations -Check compressors -Check refrigerant pressures -Check electrical connections -Check electrical connections -Check operation of equipment and controllers -Check for any abnormal vibration or noise -Check Heat Cycle -Check amperage and voltage as needed -Check and monitor refrigerant sight glass for full charge and moister indicator -Check and monitor the refrigerant drier for temperature differential (pressure drop)</p> <p><u>PM Tasks-Annually</u> Check and clean condenser coil as needed. Minimum of once per year</p>

NOTE: Filters will be kept onsite. Belts are not applicable.

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LOCATION 3:

West Palm Beach Health Center 1150 45th Street, West Palm Beach, FL 33407

Equipment	Job Procedure
<p>9 (Nine) Roof Top Packaged Units (RTU)</p> <p style="text-align: center;">YORK:</p> <p style="text-align: center;">RTU 1 (D1EH042A25B) <u>Filter:</u> OS AIR (1) 13x13.5x1 Washable</p> <p style="text-align: center;">RTU 2 (D1HE060A25BDA) <u>Filters:</u>(1) 19.5x29.5x2 Pleat (1) 13.5x29.5x2 Pleat OS AIR (1) 16x10.5x1 Washable</p> <p style="text-align: center;">RTU 3 (Y12AC02M1CBNDCD) <u>Pre Filters:</u> (4) 16x25x2 Pleat (6) 20x25x2 Pleat OS AIR (9) 16x25x1 Washable <u>After Filter:</u> (4) 16x25x6 Class 2 3TVA (6) 20x25x6 Class 2 3TVA</p> <p style="text-align: center;">RTU 4 (Y12AC02M1CBNDCD) <u>Pre Filters:</u> (4) 16x25x2 Pleat (6) 20x25x2 Pleat OS AIR (9) 16x25x1 Washable <u>After Filter:</u> (4) 16x25x6 Class 2 3TVA (6) 20x25x6 Class 2 3TVA</p> <p style="text-align: center;">RTU 5 (Y13AC02M1CBNDCD) <u>Pre Filters:</u> (4) 16x25x2 Pleat (6) 20x25x2 Pleat OS AIR (9) 16x25x1 Washable <u>After Filter:</u> (4) 16x25x6 Class 2 3TVA (6) 20x25x6 Class 2 3TVA</p> <p style="text-align: center;">RTU 6 (Y14AC02M1CBNDCD) <u>Pre Filters:</u> (4) 16x25x2 Pleat (6) 20x25x2 Pleat OS AIR (9) 16x25x1 Washable <u>After Filter:</u> (4) 16x25x6 Class 2 3TVA (6) 20x25x6 Class 2 3TVA</p> <p style="text-align: center;">RTU 7 (Y12AC02M1CBNDCD) <u>Pre Filters:</u> (4) 16x25x2 Pleat (6) 20x25x2 Pleat OS AIR (9) 16x25x1 Washable <u>After Filter:</u> (4) 16x25x6 Class 2 3TVA</p>	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Lubricate bearings, shaft and/or motor minimum twice per year. -Check all electrical connections -Inspect evaporator coils, condensers, drain pans, and drain lines for cleanliness -Check all electrical connections and record amperage, voltage and motor drive frequency of electric motors -Check piping joints and connections for leaks -Inspect condenser fan motors and blades. -Check for any visible oil stain which would indicate potential refrigerant leak. -Check and monitor the refrigerant sight glass and temperature differential, (pressure drop), of the liquid line drier. -Check compressor oil level -Check refrigerant pressure -Check the compressor and the condenser fan sequence and operation -Check the VFD evaporator drive controller and condenser motor controller, contacts and electrical connections. -Check hot water coil, valve and controls. -Check supply and return air temperatures -Check outside air filters and clean at least one time per year -Change the air filter on RTU9 twelve times per year -Check condensate pan, drain lines and traps. -Check the return air and outside air by-pass dampers for proper settings and tightness. -Check for abnormal noise and vibration.

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(6) 20x25x6 Class 2 3TVA

RTU 8 (YPAL050CVB17BBAX)

Pre Filters: (4) 16x25x2 Pleat

(9) 20x25x2 Pleat

(1) 16x20x2 Pleat

OS AIR (12) 20x20x1 Washable

After Filter: (9) 20x25x12 Class 2 3TVA

(4) 16x25x12 Class 2 3TVA

(1) 16x20x12 Class 2 3TVA

ENGINEER AIR:

RTU 9 (FWB-524-CO)

Pre Filters: (6) 24x24x1 Pleat

After Filter: (6) 24x24x12 Class 2 3TVA

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Equipment	Job Procedure
	<p><u>PM Tasks – Quarterly</u> -Change ALL filters a minimum of FOUR times per year -Check condensate pan, drain lines and traps. Clean a minimum of four times per year -Blow down the drip leg four times per year.</p> <p><u>PM Tasks – Semi Annually</u> -Lubricate bearings, shaft and/or motor minimum twice per year</p> <p><u>PM Tasks-Annually</u> -Clean coils with an alkaline coil cleaner as needed but at least once per year. -Check and adjust belts. Replace a minimum of once per year.</p>

**AIR CONDITIONER SERVICES (HVAC)
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Equipment	Job Procedure
<p>Two (2) Air Handling Units (AHU)- IT and Water LAB</p> <p style="text-align: center;">Dama 1.1512 CD: AHU 1, S# 2001-0634A AHU 2, S#: 2001-0634A</p> <p>Filters: (1) 20 x 20 x 2 Pleat</p>	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check all electrical connections -Inspect the condition of the evaporator coils, drain pans, and drain lines -Check temperature of air entering and leaving the unit -Check and record amperage and voltage of electric motors -Check piping joints and connections for leaks -Check for abnormal noise and vibration -Check compressor pressure and controls. -Check motor and fan bearings and lubricate if applicable. <p><u>PM Tasks - Quarterly</u></p> <ul style="list-style-type: none"> -Check condensate pan, drain lines and traps. Clean a minimum of four times per year -Change ALL filters a minimum of FOUR times per year <p><u>PM Tasks – Semi Annually</u></p> <ul style="list-style-type: none"> -Lubricate bearings, shaft and/or motor minimum twice per year if applicable <p><u>PM Tasks-Annually</u></p> <ul style="list-style-type: none"> -Check and adjust belts as needed. Replace at least once per year. -Clean coils “once a year” with NON acidic cleaner

**AIR CONDITIONER SERVICES (HVAC)
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Equipment	Job Procedure
<p>Two (2) Condensing Units (CU)</p> <p>Data Aire, Inc. DARC-0312: CU 1, S# 2001-0636-A CU 2: S# 2001-0637-A</p>	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check condenser fan motor and blades for cracks or vibrations -Check for stains which would indicate refrigerant leak -Check electrical connections -Check operation of equipment and controllers -Check for any abnormal vibration or noise -Check amperage and voltage as needed -Check condenser fan motor and lubricate equipment bearings if applicable. -Check motor speed for proper operation <p><u>PM Tasks-Annually</u></p> <ul style="list-style-type: none"> -Check and clean condenser coil as needed. Minimum of once per year.

Equipment	Job Procedure
<p>Two(2) Hot Water Pump Taco Model # FE2508E2E1F4L0</p>	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check all electrical connections -Check and record amperage and voltage on electrical motors -Check piping joints and connections for leaks -Inspect pump shaft seals for leakage. -Inspects contacts on motor starters, contactors and relays -Check the pump coupling for alignment and wear -Clean strainers as needed -Check Hot Water Pressure entering and leaving -Check for abnormal vibration and sounds <p><u>PM Tasks - Quarterly</u></p> <ul style="list-style-type: none"> -Blow down strainers and drip legs as needed but no less than four times per year <p><u>PM Tasks – Semi Annually</u></p> <ul style="list-style-type: none"> -Check and Lubricate bearings Shafts and Motors at least two times per year.

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Equipment	Job Procedure
Expansion Tank, Hot Water Make-up	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check water levels -Check operation of automatic water fill device -Check pressure safety valve -Check for any water leaks <p><u>PM Tasks - Quarterly</u></p> <ul style="list-style-type: none"> -Blow down as needed Minimum of Four times per year

Equipment	Job Procedure
Hot Water Chemical Pot Feeder Vector Industries 200PJ1	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Do not allow water circulation unless the chemical is being administered. -Blow down as needed -Check for leaks <p><u>PM Tasks - Quarterly</u></p> <ul style="list-style-type: none"> -Check operation of manual valves. Open and close a minimum of four times per year

Equipment	Job Procedure
Two (2)Hot Water Boiler Lochinvar PBN1000 Boiler 1: S# L008288 Boiler 2: S# J013964	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check operations of controls -Check operation of back draft damper -Check the operation of the burner -Check the operation of the forced air fan system -Check for leaks <p><u>PM Tasks - Quarterly</u></p> <ul style="list-style-type: none"> -Blow down drip legs as needed but a minimum of four times per year

Equipment	Job Procedure
Metasus Network Computer System	<p><u>PM Tasks - Monthly</u></p> <ul style="list-style-type: none"> -Check the system for alarms and settings. -Check the system for bad or defective temperature sensors -Correct the settings if needed -Check VAV control boxes

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Equipment	Job Procedure
Isolation Room (Static Pressure Monitor)	<p><u>PM Tasks - Monthly</u> -Check the pressure monitoring equipment for proper negative pressure readings. -Check the isolation room exhaust fan on a monthly basis. -Check the exhaust fan belt and adjust or replace as needed</p> <p><u>PM Tasks-Annually</u> -Replace belt a minimum of one time per year.</p>

NOTE: The annual certification of the isolation room is not included on this contract

Equipment	Job Procedure
3 (Three) FTU (Terminal Unit Fan Powered Boxes) 16-FTU (Size A-1) 17-FTU (Size B-1) 3-FTU (Size C-1)	<p><u>PM Tasks - Monthly</u> -Check the fan operation at least two times per year -Check the hot water coil, valve, and controls as needed.</p> <p><u>PM Tasks – Semi Annually</u> -Check the filters two times per year</p> <p><u>PM Tasks-Annually</u> -Replace the air filters at least one time per air.</p>

Equipment	Job Procedure
Fifteen (15) Exhaust Fans (EF), Direct Drive (Greenheck): EF 1 (G-080-DGEX-QD), EF 2 (G-090-DGEX-QD), EF 8 (G-060-DGEX-QD), Belt Driven (Greenheck): EF 3 (GB-141-5X-QD) EF 4 (GB-101-4X-QD-R3) EF 5 (GB-180-7-X) EF 6 (GB-121-4XQD) EF 7 (Cube -098-4-X) EF 9 (Cube-101-4-X) EF 10 (GB-141-3X-QD) EF 11 (GB-101-LMDX-QD) EF 12 (QB-180-7-X) EF 13 (GB-141-5X-QD) EF 14 (Cube-300-30-X) EF 15 (SWB-212-10-CH-UB-X)	<p><u>PM Tasks - Monthly</u> -Check the belt for the isolation room twelve times per year and adjust or replace belts as needed -Check fan operations and controls -Check amperage and voltage as needed -Check the back draft dampers as needed -Check motor starters, and/or fuses -Check electrical connections -Note any deficiencies on work order and notify building manager -Check for any abnormal noises or vibrations</p> <p><u>PM Tasks – Semi Annually</u> -Inspect pulleys, sheaves, motors and fans bearing and lubricate as necessary minimum of TWICE per year</p> <p><u>PM Tasks-Annually</u> -Adjust or replace belts as needed. Replace all belts a minimum of once per year</p>

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**ATTACHMENT II
PRICE PAGE**

A single award shall be made to the responsive, responsible bidder offering the lowest grand total (to include initial and renewal terms) for the services requested in this ITB.

<u>Location</u>	<u>Initial Years</u>	<u>Service Price</u>	<u>Estimated Quantity</u>	<u>Annual Service Price</u>
800 Clematis Street West Palm Beach, FL	Three (3) Year Base	Monthly PM \$ _____ X	36 months =	\$ _____
1150 45 th Street West Palm Beach, FL	Three (3) Year Base	Monthly PM \$ _____ X	36 months =	\$ _____
Pahokee Health Center 1839 East Main Street Pahokee, FL	Three (3) Year Base	Monthly PM \$ _____ X	36 months =	\$ _____
Regular Labor Rate (Monday-Friday 8:00 a.m. – 5:00 p.m.)	Three (3) Year Base	\$ _____ per hour	800 hours = (Entire Contract)	\$ _____
Overtime Rate (After 5:00 p.m. weekdays, weekends and holidays)	Three (3) Year Base	\$ _____ per hour	200 hours = (Entire Contract)	\$ _____
Percentage Parts Mark-Up Over Cost	Three (3) Year Base	_____ %		
Initial Service Rate	Three (3) Year Base	\$ _____ per hour	50 hours =	\$ _____

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<u>Location</u>	<u>Optional Years</u>	<u>Service Price</u>	<u>Estimated Quantity</u>	<u>Annual Service Price</u>
800 Clematis Street West Palm Beach, FL	Three (3) Year Optional	Monthly PM \$ _____ X	36 months =	\$ _____
1150 45 th Street West Palm Beach, FL	Three (3) Year Optional	Monthly PM \$ _____ X	36 months =	\$ _____
Pahokee Health Center 1839 East Main Street Pahokee, FL	Three (3) Year Optional	Monthly PM \$ _____ X	36 months =	\$ _____
Regular Labor Rate (Monday-Friday 8:00 a.m. – 5:00 p.m.)	Three (3) Year Optional	\$ _____ per hour	800 hours = (Entire Contract)	\$ _____
Overtime Rate (After 5:00 p.m. including weekends and holidays)	Three (3) Year Optional	\$ _____ per hour	200 hours = (Entire Contract)	\$ _____
Parts Mark-Up Over Cost	Three (3) Year Optional	_____ %		
	Grand Total:			\$ _____

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ ALL BID TERMS, CONDITIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I HEREBY CERTIFY THAT MY COMPANY, ITS EMPLOYEES, AND ITS PRINCIPALS AGREE TO ABIDE TO ALL OF THE TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS DURING THE COMPETITIVE SOLICITATION AND CONTRACTING PROCESS (IF APPLICABLE) INCLUDING THOSE CONTAINED IN THE ATTACHED STANDARD CONTRACT/PURCHASE ORDER.. I CERTIFY THAT I WILL PROVIDE AND DELIVER TO THE LOCATIONS SPECIFIED IN THIS BID.

AUTHORIZED REPRESENTATIVE: _____

(Signature)

NAME AND TITLE: _____

(Print or Type)

COMPANY: _____

EMAIL ADDRESS: _____

FAX NUMBER: _____

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

ATTACHMENT III

EXPERIENCE FORM

DOH1076-Air Conditioning Maintenance

Vendor/Respondent's Name: _____

Vendors/Respondents are required to submit with this Invitation to Bid, contact information for five (5) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department's determination is not subject to review or challenge.

1.) Name of Company/Agency/Principal: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Type of Building: _____

Square footage: _____

Dates of Contract: _____

2.) Name of Company/Agency/Principal: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Type of Building: _____

Square footage: _____

Dates of Contract: _____

**AIR CONDITIONER SERVICES (HVAC)
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- 3.) Name of Company/Agency/Principal: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____
Type of Building: _____
Square footage: _____
Dates of Contract: _____
- 4.) Name of Company/Agency: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____
Type of Building: _____
Square footage: _____
Dates of Contract: _____
- 5.) Name of Company/Agency: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____
Type of Building: _____
Square footage: _____
Dates of Contract: _____

Signature of Authorized Representative

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

**ATTACHMENT IV
REQUIRED CERTIFICATIONS**

.....

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE *ITB* TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process(if applicable) including those contained in the attached Standard Contract/Direct order. (**Attachment VII & Attachment VI**). **

Signature of Authorized Official

Date

.....

STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant proposal or offer. This proposal or offer is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Respondent or Offeror to the provisions of this proposal or offer.

Signature of Authorized Official

Date

.....

SCRUTINIZED COMPANIES LISTS

I hereby certify that the my company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA LIST OF PROHIBITED COMPANIES](#) which is updated quarterly. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Signature of Authorized Official

Date

AIR CONDITIONER SERVICES (HVAC)
DOH1076

*An authorized official is an officer of the vendor's organization who has legal authority to bind the organization to the provisions of the proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the proposal if signed by other than the President, Chairman or owner.

** The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive.

AIR CONDITIONER SERVICES (HVAC)
DOH1076

ATTACHMENT V



DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ TO: _____

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: Maureen Living, MBE
COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY,
STE. 310, TALLAHASSEE, FL. 32399-1734

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

1. DESIGNATIONS:

MINORITY PERSON as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

II. INSTRUCTIONS TO PRIME CONTRACTORS:

- A)** ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B)** ENTER THE DOH CONTRACT NUMBER.
- C)** ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D)** ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E)** ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER
- F)** ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- G)** ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

ATTACHMENT VI

**PURCHASE ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)**

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace Purchase Order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this Purchase Order and venue for any legal actions arising here from is Leon County, Florida, unless issuer is a County Health Department, in which case, venue for any legal actions shall be the issuing County.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated there under (45 CFR Parts 160, 162 and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this Purchase Order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this Purchase Order, as well as for any determination arising out of or related to this Purchase Order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This Purchase Order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are FDOH property and nothing resulting from Vendor's services or provided by FDOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to FDOH purchase of a license for Vendor's intellectual property.

**AIR CONDITIONER SERVICES (HVAC)
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8. If this Purchase Order is for personal services by Vendor, at the discretion of FDOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The FDOH, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions.
9. Vendor, its employees, or agents shall have no right to challenge the FDOH's determination pursuant to this paragraph.
10. Unless otherwise prohibited by law, the FDOH, at its sole discretion, may require the Vendor to furnish, without additional cost to FDOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of FDOH. Should the FDOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
11. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Florida Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
12. **TERMINATION:** This Purchase Order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
In the event funds to finance this Purchase Order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

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Unless the provider's breach is waived by the department in writing, the department may, by written notice to the provider, terminate this direct order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the department's right to remedies at law or to damages.

13. The terms of this Purchase Order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Purchase Order shall govern.

14. In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

**AIR CONDITIONER SERVICES (HVAC)
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Attachment VII

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and ___ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

**AIR CONDITIONER SERVICES (HVAC)
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- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 *CFR* part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 *CFR*, part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements.”
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 *CFR* Part 15). The provider shall report any violations of the above to the department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment ___. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- g. The provider shall comply with President’s Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President’s Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.

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- h.** The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
 - i.** **HIPAA:** Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
 - j.** Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
 - k.** If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.
- D. Audits, Records, and Records Retention**
- 1.** To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
 - 2.** To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 - 3.** Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
 - 4.** To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
 - 5.** Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

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6. To provide a financial and compliance audit to the department as specified in Attachment ___ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract.

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The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

**AIR CONDITIONER SERVICES (HVAC)
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I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department.

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In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. **Procurement of Materials with Recycled Content**
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. **MyFloridaMarketPlace Vendor Registration**
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. **MyFloridaMarketPlace Transaction Fee**
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor.

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

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

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P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the department no more than ___ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

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T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters.

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These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed ___ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on ___ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on ___.

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B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar Days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

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2. The name of the contact person and street address where financial and administrative records are maintained is:

3. The name, address, and telephone number of the contract manager for the department for this contract is:

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

5. Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, ___ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

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I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this ___ page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF
HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____

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**ATTACHMENT VIII
HIPAA Business Associate Agreement**

Combined HIPAA Privacy Business Associate Agreement and Confidentiality Agreement and HIPAA Security Rule Addendum and HI-TECH Act Compliance Agreement

This Agreement is entered into between the _____ (“Covered Entity”), and _____ (“Business Associate”). The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Security Rule, codified at 45 Code of Federal Regulations (“C.F.R.”) Part 164, Subparts A and C; Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations.

Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Notwithstanding the above, "Covered Entity" shall mean the State of Florida Department of Health. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Part I: Privacy Provisions

2.0 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by Sections 3.0 and 5.0 of this Agreement, or as required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

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(f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162 no later than October 16, 2003. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards.

(l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate General Use and Disclosure.

(a) Except as expressly permitted in writing by Department of Health, Business Associate may use Protected Health Information only to carry out the legal responsibilities of the Business Associate, but shall not disclose information to any third party without the expressed written consent of the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

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4.0. Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality under State Law.

(a) In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of _____, Florida Statutes. (Program to supply applicable laws related to confidentiality)

(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of Department of Health records or information, Business Associate shall immediately contact the Department of Health, Office of the General Counsel, (850) 245-4005. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

1. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.

2. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.

3. Furnish certain records for examination, by mail or by hand-delivery.

(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against Department of Health, including costs and attorneys' fees, resulting from the breach of the confidentiality requirements of this Agreement.

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6.0 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7.0 Term and Termination.

(a) Term.

The Term of this Agreement shall be effective as of _____, and shall terminate on _____. Prior to the termination of this Agreement, the Business Associate shall destroy or return to the Covered Entity all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity. If it is infeasible or impossible to return or destroy Protected Health Information, the Business Associate shall immediately inform the Covered Entity of that and the parties shall cooperate in securing the destruction of Protected Health Information, or its return to the Covered Entity. Pending the destruction or return of the Protected Health Information to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause.

Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

1. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents.

2. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate elects to return or destroy such Protected Health Information, or otherwise as set forth in this Section 4.4. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed.

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If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business

3. Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

4. If it is not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Part II: Security Addendum

8.0 Security

WHEREAS, Business Associate and Department of Health agree to also address herein the applicable requirements of the Security Rule, codified at 45 Code of Federal Regulations ("C.F.R.") Part 164, Subparts A and C, issued pursuant to the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA-AS"), so that the Covered Entity may meet compliance obligations under HIPAA-AS, the parties agree:

(a) Security of Electronic Protected Health Information.

Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Plans consistent with the Security Rule.

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(b) Reporting Security Incidents.

1. Business Associate will report to Covered Entity within 24 hours of the Discovery of any incident of which Business Associate becomes aware that is:
 - (a) a successful unauthorized access, use or disclosure of the Electronic Protected Health Information; or
 - (b) a successful major
 - (1) modification or destruction of the Electronic Protected Health Information or
 - (2) interference with system operations in an information system containing the Electronic Protected Health Information.
2. Upon the Department of Health's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor
 - (a) modification or destruction of the Electronic Protected Health Information or
 - (b) interference with system operations in an information system containing the Electronic Protected Health Information.

(c) Compliance Date.

The parties to this Amendment will comply with Sections (a) through (c) of this Section 9 by the later of the (1) the last date set forth in the signature blocks below.

(d) Conflicts.

The provisions of this Section 9 will override and control any conflicting provision of this agreement.

(e) Corrective Action:

Business Associate agrees to take prompt corrective action and follow all provisions required in state and federal law to notify all individuals reasonably believed to be potentially affected by the breach.

(f) Cure:

Business Associate agrees to take prompt corrective action to cure any security deficiencies.

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Part III

9.0 Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
- (c) Survival. The respective rights and obligations of Business Associate under Section 7.0 of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida.
- (e) No third party beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- (g) The laws of the State of Florida shall apply to the interpretation of this Agreement or in case of any disagreement between the parties; the venue of any proceedings shall be the appropriate federal or state court in Leon County, Florida.
- (h) Indemnification and performance guarantees. Business Associate shall indemnify, defend, and save harmless the State of Florida and Individuals covered for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.
- (i) Assignment: Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.

**AIR CONDITIONER SERVICES (HVAC)
DOH1076**

For: DEPARTMENT OF HEALTH

By: _____

Title: _____

Date: _____

For: (Name of Business Associate)

By: _____

Title: _____

Date: _____

Approved as to form and legality:

_____ Office of the General Counsel

Date: _____