



**DEPARTMENT OF ECONOMIC OPPORTUNITY
INVITATION TO BID
CONSTRUCTION CONTRACT UNDER GUIDANCE OF
CHAPTER 255 FLORIDA STATUTES AND CHAPTER 60D FLORIDA
ADMINISTRATIVE CODE**

Solicitation Acknowledgement Form

Page <u>1</u> of <u>53</u> pages		SUBMIT BIDS TO:	
AGENCY RELEASE DATE: <u>10/17/2017</u>		Department of Economic Opportunity Office of Procurement and Contract Administration 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455	
SOLICITATION TITLE: Fuller Warren Building – Chiller Replacement H2E #1745		SOLICITATION NO: 18-ITB-001-SS	
BIDS WILL BE OPENED: December 19, 2017 at 3:00 PM and may not be withdrawn within <u>180</u> days after such date and time.			
I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Respondent and that the Respondent is in compliance with all requirements of the solicitation, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Respondent offers and agrees that if the bid is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.			
RESPONDENT NAME:		<hr/> * Authorized Representative's Signature <hr/> * Typed Name and Title of Authorized Representative * This individual must have the authority to bind the Respondent.	
RESPONDENT MAILING ADDRESS:			
CITY – STATE – ZIP:			
PHONE NUMBER:			
TOLL FREE NUMBER:			
FAX NUMBER:			
EMAIL ADDRESS:			
FEID NO.:			
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):			
RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

SECTION A

PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2934/11780>

In the event of a conflict between the terms of the PUR 1001 and the other terms of this solicitation, the other terms of this solicitation will control.

PUR 1000 – GENERAL CONTRACT CONDITIONS

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this solicitation, to the extent they are not otherwise modified. This document should not be returned with the Response. The General Instructions can be accessed by using the link listed directly below:

<http://dms.myflorida.com/content/download/2933/11777>

In the event of a conflict between the terms of the PUR 1000 and the other terms of this solicitation, the other terms of this solicitation will control.

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

- B.1 Solicitation Number** 18-ITB-001-SS
- B.2 Solicitation Type** Invitation to Bid (ITB)
- B.3 Program Office** Office of General Services, Facility Services
- B.4 Issuing Office** Sonja Strickland /Vincent McKenzie
 GOC III/Purchasing Manager
 Office of Procurement and Contract Administration
 107 East Madison Street, B-047
 Tallahassee, Florida 32399
 (850) 245-7472 / (850) 245-7463 (Office Number)
 (850) 245-7470 (Fax Number)
Sonja.Strickland@deo.myflorida.com
Vincent.McKenzie@deo.myflorida.com

B.5 Restrictions on Communication with Department Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following DEO 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 office named above. Violation of this provision may be grounds for rejecting a bid.

B.6 Calendar of Events

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of local time in Tallahassee, Florida.

	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and publication on the Florida Vendor Bid System website at: http://vbs.dms.state.fl.us/vbs/main_menu	10/17/2017
2.	Bidder's Prequalification Requirements Submittal as designated in Section B.37.1 (2)(a) 1. a. and b., to the Issuing Office identified in Section B.4.	10/31/2017 @ 3:00 P.M. EST

3.	Mandatory Pre-Bid Site Visit - <u>Prospective Respondents interested in submitting a bid must attend the Site Visit as designated in Section B.7.</u>	11/14/2017 10:30 AM
4.	Technical Questions due from prospective Respondents	11/21/2017
5.	Bidder's Prequalification Status Posted to the Florida Vendor Bid System website (via addendum) at http://vbs.dms.state.fl.us/vbs/main_menu	12/07/2017
6.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	12/07/2017
7.	Bids Due and Opened	12/19/2017 @ 3:00 P.M. EST
8.	Anticipated Notice of Recommendation of Award	01/12/2018

Addenda or clarifications to this solicitation will be posted on the Florida Vendor Bid System (VBS) along with an Addendum Acknowledgement Form. The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the respondent, dated, and submitted with the bid response. **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

B.7 Mandatory Pre-Bid Site Visit

A MANDATORY Pre-Bid Site Visit will be held at DEO Fuller Warren Building located at 215 Market Street Jacksonville, FL 32202, as per the date and time specified in Section B.6, Calendar of Events. All prospective Respondents intending to submit a bid to this solicitation must attend the Mandatory Pre-Bid Site Visit as scheduled in order to submit a bid. Failure to attend the Mandatory Pre-Bid Site Visit shall preclude a prospective Respondent from submitting a bid for this solicitation and will render the Respondent's bid non-responsive and will result in rejection of the Respondent's bid.

Prospective Respondents should allow enough time to arrive, park, walk and gain entry into the building to ensure that they arrive prior to the applicable Mandatory Pre-Bid Site Visit time.

Project H2E #1745 Project Manual/Construction Documents containing specifications and drawings may be obtained by contacting the Fuller Warren Building Manager, George Brooks at (904) 708-2219. It is recommended to contact the building manager at least twenty-four (24) hours prior to the Mandatory Pre-Bid Site Visit to request a copy. Respondents shall comply fully with all security procedures of the United States, State of Florida and Customer in responding with this solicitation. Respondents shall not divulge to third parties any confidential and/or exempt information obtained by the Respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of responding to this solicitation, including, but not limited to, security procedures, business operations information, Project H2E #1745 Project Manual/Construction Documents containing specifications and drawings, or commercial proprietary information in the possession of the State or Respondent. To ensure confidentiality and/or exempt status, Respondents shall take appropriate

steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the solicitation and/or contract.

B.8 Questions *(This section supersedes Section A, PUR 1001, Instruction #5, Questions)*

Any questions from Respondents concerning this ITB shall be submitted to Sonja Strickland and Vincent McKenzie by email to sonja.strickland@deo.myflorida.com and vincent.mckenzie@deo.myflorida.com by the date and time specified in section B.6, Calendar of Events. Only email inquiries will be accepted. **All questions and/or changes to the solicitation will be posted on the Florida Vendor Bid System (VBS) as an addendum.** It is the prospective Respondent's responsibility to check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent questions should be submitted in the format included in Attachment J – Technical Questions Submittal Form.

Each Respondent shall be responsible for any and all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE. Any information received through oral communication shall not be binding on DEO and shall not be relied upon by a Respondent.

B.9 Submission of Bids *(This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Bids)*

Bids are to be submitted in a sealed package with the bid number and opening date and time identified on the outside. Bids may be sent by U.S. Mail, Courier, or Hand-Delivered. **Bids SUBMITTED ELECTRONICALLY WILL BE REJECTED.**

Each bid shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all bids be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. The Caldwell Building is a secured facility. If you are hand-delivering your bid, please allow for sufficient time to gain access into the building.

BIDS RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.

B.10 Withdrawal of Bid

A submitted bid may be withdrawn if, within seventy-two (72) hours after the bid due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to DEO.

B.11 Bid Opening *(This section supersedes Section A, PUR 1001, Instruction #12, Public Opening)*

The Bid opening will be held at the time and date specified in Section B.6, "Calendar of Events" in the Office of Property and Procurement, 107 East Madison Street, Room B-047, Caldwell Building, Tallahassee, Florida.

The names of all Respondents submitting bids shall be made available to interested parties upon written request to the contact person listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid documents or the attendance to any related meeting or bid opening.

Sealed bids received by DEO in bid to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or 30 days after the bid opening, whichever is earlier.

B.12 Solicitation Requirements

The following requirements must be met by the Respondent in order for its Bid to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely bids that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids or the cost to DEO.

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MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its bid within the time frame specified in Section B.6, Calendar of Events.
- B. It is **MANDATORY** that the Respondent attends the Mandatory Pre-Bid Site Visit at the time frame specified in Section B.6, Calendar of Events.
- C. It is **MANDATORY** that the Respondent submit the Respondent's Prequalification Requirements documentation as required in Section B 37.1 (2)(a) 1. a. and b., at the time frame specified in Section B.6, Calendar of Events.
- D. It is **MANDATORY** that the Respondent returns, in accordance with the requirements of Sections B.33 and B.35 ,one (1) original, signed and sealed bid, two (2) hard copies, and one (1) electronic copy (on compact disc) which include the following required attachments:
 - 1. DEO Solicitation Acknowledgement Form
 - 2. Attachment A – Reference Form
 - 3. Attachment C – Drug Free Workplace Certification
 - 4. Attachment D – Disclosure Statement/Conflict of Interest
 - 5. Attachment E – Certification Regarding Debarment
 - 6. Attachment F – Certification Regarding Lobbying
 - 7. Attachment G – List of Subcontractors
 - 8. Good Faith Deposit (5% Bid Bond)
 - 9. DBC-5085 Form – Experience Questionnaire and Contractor's Financial Statement
- E. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Section B.36, one (1) original, signed and sealed Attachment B, Solicitation Cost Sheet, two (2) paper copies of the signed original and one (1) electronic copy of the signed original Cost Bid (on compact disc).
- F. It is **MANDATORY** that, the Respondent submits one (1) original Addendum Acknowledgement Form for each addendum or clarification to this solicitation, each of which must be signed and dated by an individual authorized to bind the Respondent.

The use of the terms "shall", "must", or "will" within these solicitation documents indicate a **MANDATORY** requirement or condition.

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Bids may be rejected as non-responsible if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract.

B.13 Cost of Preparing Respondent's Bid

DEO is not liable for any costs incurred by a Respondent in responding to this ITB, including those for oral presentations, if applicable.

B.14 Disclosure and Ownership of Bids by DEO

A Respondent's bid shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent's bid, upon submission, and any resulting contract shall be the property of DEO except those parts asserted to be confidential or exempt pursuant to Chapter 119, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the bid and contract.

B.15 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any bid content submitted to DEO which is asserted to be exempted by law from disclosure as a public record shall be set forth on a page or pages separate from the rest of the bid, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis and particular reasons for such claim of exemption and/or confidentiality specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the bid or other document in which the content is set forth.

Pursuant to section 215.985(16), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract and/or solicitation attachments, which may include all or part of your response to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DEO will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), F.S., or section 688.002, F.S., where identified as such in the reply, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DEO.

DEO takes its public records responsibilities under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide DEO with a separate Redacted Copy of its bid, in hard copy and on a CD ROM, at the time of bid submission.**

This Redacted Copy shall contain DEO's 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 DEO at the same time the Respondent submits its bid to the solicitation and must only exclude or

obliterate those exact portions which are exempted by law from public disclosure. Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.

If it is determined that the bid does not contain any information which is exempted by law from public disclosure, please provide as part of the bid, a written statement to that effect which is executed by an authorized representative of the Respondent's company with legal authority to make this determination on behalf of the Respondent.

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its bid, DEO is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

B.16 Posting of Intent to Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting or Notice of Intended Award).*

The Bid Tabulation, with Intent to Award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above and on the Florida Vendor Bid System for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any person who is adversely affected by the decision shall file a notice of protest with the Office of Property and Procurement, Department of Economic Opportunity, 107 East Madison Street, Room B-47, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

B.17 Description of Work Being Procured

DEO is requesting bids from qualified Respondents to provide competitive prices for labor, materials, permits and drawings for replacement of existing chiller with a new air-cooled, rotary screw, water chiller. Project includes incidental electrical and controls work associated with replacement as specified in the Project Manual and Construction Documents, Project 1745, dated August 4, 2017, prepared by H2 Engineering, Inc.

All work shall be performed in accordance with the Scope of Work contained in Section C.

B.18 Number of Awards

DEO anticipates the issuance of one (1) contract for services under this solicitation. DEO reserves the right to issue multiple contracts if doing so is believed to be advantageous to DEO and the State of Florida. DEO, at its sole discretion, shall determine whether multiple contracts will be issued.

B.19 Contract Period

The Contract period is expected to begin upon execution and end ninety (90) days after Contractor's receipt of all required permits. The Contract Manager anticipates that the work will be performed and completed within a ninety (90) day period or less. The work under this contract shall commence within seven (7) calendar days after date of Notice to Proceed to Mobilize on Site and shall be substantially completed within seventy-three (73) calendar days from the date of the Notice to Proceed, and shall be finally completed within ten (10) calendar days after the date of substantial completion.

There will not be a renewal period for this Contract.

B.20 Type of Contract Contemplated - *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order only if the Contract award is equal to or greater than \$65,000)*

A fixed price Contract is proposed; however, DEO reserves the right to award another type of Contract if such will be most advantageous to DEO and the State of Florida, price and other factors considered. The Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

A copy of the proposed Contract is included in Section D, "DEO Vendor Core Contract." The requirements contained in the proposed Contract should be closely reviewed by the Respondent. DEO may consider any modifications proposed by the Respondent if it is determined, in DEO's sole discretion, to be in the best interest of DEO.

Information on Federal procurement regulations, and Florida Statutes and rules referred to in this solicitation, may be obtained by contacting DEO's Office of Property and Procurement referred to in Section B.4.

B.21 Bid Acceptance Period

DEO intends to execute the contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the highest ranked Respondent if the contract is not executed within thirty (30) days after the announcement of an award and may proceed to award the contract to the second ranked Respondent.

B.22 Firm Bid - *(This section supersedes Section A, PUR 1001, Instruction #14, Firm Bid).*

Any submitted bid shall remain firm and valid for one hundred eighty (180) days after the bid submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any bid within this time period except as described in paragraph B.10. Any bid that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

B.23 Disclosure

Information will be disclosed to Respondents in accordance with Florida Statutes and rules applicable to this solicitation.

B.24 Laws and Permits

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this Contract. All permits, licenses, taxes, inspection and or engineering and/or architectural fees required for this solicitation and/or Contract must be paid and obtained by the Contractor and maintained for the duration of the Contract.

B.25 Insurance

The Contractor selected under this solicitation shall maintain, during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor selected under this ITB shall maintain, during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage. Contractor is required to carry a minimum of \$100,000 in general liability insurance that includes errors and omissions coverage.

The Contractor shall purchase and maintain during the life of this Contract a "Builders Risk Policy" on the entire value of the Work under this Contract, including any subsequent modifications thereto. The policy shall insure DEO, Contractor and any Subcontractors for their interests in the project as described herein. This policy shall be written on a Completed Value (all "Risks of Physical Loss") Form including Flood and shall include coverage for materials, supplies, machinery, equipment and fixtures which will become a permanent part of the building, and reasonable compensation for Architect/Engineer's services or expenses required as a result of an insured loss. This coverage shall not be lapsed or cancelled because of partial occupancy by DEO prior to final acceptance of the Project.

The selected Contractor's current certificate of insurance shall contain a provision that the insurance will not be cancelled or modified for any reason except after thirty (30) days written notice to DEO's Contract Manager, with the exception of ten (10) days' notice for non-payment of premium by the insured.

The selected Contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a Contract with DEO. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

B.26 Vendor Registration

Prior to entering into a contract with DEO, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available at the MyFloridaMarketPlace website

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfm

[p_vendors/requirements_for_vendor_registration](#). Respondents who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in the registration process:

Code	Description
72151207	Heating and cooling and air condition HVAC installation and maintenance services
72154100	Distribution and conditioning system equipment maintenance and repair services
81101600	Mechanical engineers

A list of Commodity Codes can be found here:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myfloridamarketplace_commodity_code_standardization_project *but if you need assistance, the Issuing Office can help.*

B.27 Florida Department of State Registration Requirements

All entities identified under chapters 607, 608, 617, 620, 621 or 865, Florida Statutes, seeking to do business with DEO shall, prior to entering into a Contract, be appropriately registered with the Florida Department of State.

B.28 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

B.29 Contractors and Subcontractors

The resulting Contract allows the Contractor to subcontract for any of the services provided in the resulting Contract. The Contractor will be the prime service provider and shall be responsible for all work performed and Contract deliverables. The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent's reply. Requests for use of

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

subcontractors received subsequent to the ITB process are subject to review and approval by DEO based on the terms described in Section C.11 and C.12 of this ITB.

DEO supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective contractors can contact the Office of Supplier Diversity at 850-487-0915 for information on minority vendors who may be considered subcontracting opportunities.

DEO reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same prequalification requirements referenced in section B.37 of this solicitation as the awarded Contractor.

B.30 Conflict of Interest

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the Contract resulting from this solicitation. The selected Contractor shall be required to provide written notification to DEO within (5) business days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether or not a conflict of interest exists.

B.31 Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a reply or specified to be delivered under a project Contract shall be maintained by DEO and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by Contract funds become the property of DEO except as may otherwise be provided in the Contract.

B.32 Most Favored State Status *(This section does not apply to this ITB)*

B.33 Submittal Requirements

A signed original technical bid and two (2) copies thereof shall be bound, enclosed and sealed individually and one (1) electronic copy of the signed original technical bid (on compact disc). The original shall be labeled "Original Technical Bid" and all copies shall be labeled "Technical Bid Copy." The original and copies may then be submitted together.

A signed original cost bid and two (2) copies thereof shall be bound, enclosed and sealed individually, and one (1) electronic copy of the signed original cost bid (on compact disc). The original shall be labeled "Original Cost Bid" and all copies shall be labeled "Cost Bid Copy." The original and copies may then be submitted together.

If a Respondent fails to submit the one (1) electronic (i.e., on compact disc), signed copy of its original technical bid or the one (1) electronic (i.e., on compact disc), signed copy of its original cost bid with its bid, DEO reserves the right to contact the Respondent by telephone for submission of this document via mail. This right may be exercised when the bid has met all other requirements of the solicitation.

If Respondent considers any portion of its Technical Bid or Cost Bid to be confidential, the Respondent shall submit a compact disc containing one (1) copy of the signed original bid with the confidential information redacted. This compact disc shall be titled "Redacted Copy."

B.34 Elaborate Bids

It is not necessary to prepare your bid using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Your bid should be prepared simply and in accordance with the instructions herein.

B.35 DEO Solicitation Acknowledgement Form

DEO's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DEO Solicitation Acknowledgment Form" with their bid submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DEO Solicitation Acknowledgment Form with its bid, DEO reserves the right to contact the Respondent by telephone for submission of this document via email with follow up via mail. This right may be exercised when the bid has met all other requirements of the solicitation.

In the event that Respondents submit a bid as part of a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

B.35.1 Attachments

In addition to the technical bid and Solicitation Acknowledgment Form as noted above in Sections B.33 and B.35 respectively, bids to this ITB must also include the following documents and certifications:

- Reference Form (Attachment A)
- Drug-Free Workplace Certification (Attachment C)
- Disclosure Statement/Conflict of Interest Disclosure (Attachment D)
- Certification Regarding Debarment (Attachment E)
- Certification Regarding Lobbying (Attachment F)
- List of Subcontractors (Attachment G)
- CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification; if certified with the Florida Department of Management Services.
- Good Faith Deposit (5% Bid Bond)

- DBC-5085 Form – Experience Questionnaire and Contractor’s Financial Statement
<http://www.dms.myflorida.com/content/download/27146/126988/DBC5085.doc>

B.36 Solicitation Cost Sheet

Each Respondent shall use the forms provided as Attachment B, “Solicitation Cost Sheet,” to provide the rates for services and/or items being procured under this solicitation. The rates submitted shall include the cost of all things necessary to accomplish the services outlined in Section C, the Project Manual and Construction Documents Plan, and the Respondent’s bid hereto, including, but not limited to furnishing the necessary personnel, labor, supervision, associated hardware, materials and supplies, all required permits, drawings, and equipment necessary to replace the existing HVAC Chiller with a new air-cooled, rotary screw, water chiller and includes incidental electrical and controls work associated with replacement as specified in the Project Manual and Construction Documents Plan, Project 1745, dated August 4, 2017, prepared by H2 Engineering, Inc. (i.e. overhead, fringe benefits, etc.), travel and incidental expenses.

Failure by the Respondent to provide a cost on Attachment B shall result in the bid being deemed non-responsive and therefore, the bid will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.

B.37 Qualification Requirements

B.37.1 Rule 60D-5.004 F.A.C., Prequalification Requirements and Procedures

(1) There are two steps in qualifying to perform construction of State projects: (2)(a) Prequalification to submit a bid and (2)(b) Prequalification for award of the contract.

(2)(a) Prequalification to submit a bid. (Prequalification requirements apply to all bidders as well as potential bidders on Levels Four and Five contracts.)

1. Requirements: Each potential bidder on Levels Four and Five contracts, whose field or area is governed by Chapters 399, 455, 489 or 633, F.S., for licensure will be prequalified by the Agency to participate in the bid process for a specific field or area of construction based on the bidder’s area of license or certification. In order to be eligible to submit a bid for work on project, during the current two year period (beginning on September 1 of each even numbered year and continuing for a period of twenty-four months), a potential bidder under the jurisdiction of Chapters 399, 455, 489 or 633, F.S., must provide to the Agency evidence of the following qualifications biennially after September 1, of each even numbered year, or during the bidding of a specific project. Prequalification with one Agency will not automatically prequalify the contractor with other Agencies. Contractors not governed by the requirements of Chapters 399, 455, 489 or 633, F.S., are not required to be prequalified under this section.

- a. Current State Contractor license certification or registration as required under Florida Statutes.
- b. Current Corporate Charter registration, if the potential bidder is a domestic (Florida) corporation, or authority to transact business if the potential bidder is a foreign (non-Florida)

corporation, as may be required by Florida law.

2. For projects that require a contractor with specific expertise and experience, the Agency may state additional prequalification requirements relating to demonstrated performance of similar work of similar size and complexity and the possession or availability of facilities or equipment needed for performance of the work in addition to prequalification requirements in accordance with conditions that will be established in the bidding documents.

3. In each instance where the bid documents set forth certain additional prequalification requirements each potential bidder shall submit these prequalification data to the Agency as provided in the bid documents. The conditions may include a deadline date for submittal of additional prequalification data, which date will be earlier than the deadline for submission of bids. Bids are to be accepted only from those potential bidders who have prequalified in accordance with this section and the terms of the bidding documents.

4. Each potential bidder will be notified by the Agency to which it applied for prequalification of its eligibility or ineligibility to submit bids during the balance of the qualification period for a specific field or area of construction. A firm will be permitted to correct prequalification deficiencies if proof of correction is received 120 hours prior to the bid opening date and time. Any bidder or potential bidder that is determined to be ineligible because of failure to provide evidence of the minimum requirements will not be qualified to submit a bid and will be informed in writing of the deficiencies that must be corrected to be considered for future projects. Each potential bidder notified of its eligibility may submit a bid at the time and place designated in the bidding documents as long as the bidder is qualified and eligible to perform the work required by the bidding documents.

a. Prequalifications for award of the contract on Levels Four and Five Contracts.

1. Requirements: any bidder that has submitted a bid on Levels Four and Five contracts must satisfy the following requirements as judged by DEO in order to be eligible for award of the contract for construction.

a. Satisfactory compliance with bid prequalification criteria, if applicable.

b. On projects where the bid exceeds \$100,000 the bidder must provide with the bid, a good faith deposit in the amount of 5% of the bid by way of a bid bond from a surety insurer authorized to do business in this State as surety or a certified check accompanying the bid, such requirement may be satisfied by the bidder depositing in lieu of such certified check, a cashier's check, treasurer's check or bank draft of any national or state bank.

c. On projects where the bid exceeds \$100,000, unless such requirement has been waived in accordance with Rule 60D-5.0041, F.A.C., the bidder must provide with the bid or within two working days of being notified as the low responsive, qualified bidder, evidence of ability to provide the necessary performance and payment bonds for the project by providing a letter of intent to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Financial Services, and meeting the financial and performance rating required by the bidding documents. For contract amounts not exceeding \$500,000, the provisions of Section 287.0935, F.S., shall govern.

d. The bidder must provide at any time prior to the Agency's execution of the construction contract, evidence of insurance in effect, equal to or exceeding the limits required by the bidding documents.

e. On Levels Four and Five projects, the bidder must provide, if requested by the Agency, a list of projects and their status for a period of thirty-six months prior to solicitation and a copy of the contractor's current financial statement.

f. Familiarity with local conditions – Unless waived by the Agency for good cause, on Levels Four and Five projects, the contractor must agree to establish or have an active office, or an ongoing project, which office or project is located within 300 road miles of the project site. Good cause shall be the bidder's refusal to establish a project office with qualified management personnel at or within 300 miles of the project site or a finding by the Agency that a bidder's office within 300 miles of the project site is not in fact an active office staffed with qualified management staff.

g. Work force – On Level Five projects, the contractor must agree to perform no less than 15% of the project management and construction work utilizing its own employees.

h. Firm experience – On Level Five projects, the contractor must have successfully completed no less than two projects of similar size and complexity within the last three years.

i. Supervisor – On Level Five projects, the contractor must agree to provide field (on-site) supervision (through a named superintendent) for all trade subcontractors on the project. In addition, the contractor shall assign and name a supervisory employee to provide scheduling direction to the entire project. Supervisory employees (including field superintendents, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of a substantially equivalent level on a similar project for at least two years within the last five years. The contractor shall include a resume of experience for each of those proposed supervisory employees.

j. Any specific expertise and experience the contractor's staff has to perform a project requiring unique or specialized capabilities.

2. The firm determined by the Agency to have submitted the low, responsive bid must complete and submit the above required qualification data where applicable within seven working days after being notified as the low responsive bidder. The Agency will evaluate all data submitted within seven days of receipt and determine whether the firm is a qualified bidder. Should the bidder be judged unqualified, its bid will be rejected and the bidder submitting the next low responsive bid will be given seven working days to submit its qualification data.

B.37.2 Past Performance References

In the space provided on Attachment A, "Reference Form", the Respondent must list all the names under which it has operated during the last five (5) years from the issuance date of this solicitation. DEO will review its records to identify all contracts that the Respondent has undertaken with DEO, where the Respondent was the prime Contractor, during this period.

Also, in the spaces provided on Attachment A, the Respondent must provide the required information for a minimum of five (5) separate and verifiable clients. The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients shall not be included. **Do not list DEO as a client reference (as explained below, if Respondent has performed work as a prime contractor for DEO during the timeframe specified above, DEO will be one of the two clients selected for contact).**

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time that the work was performed must be given at the end of the project description for that reference, on Attachment A.

In the event that a Respondent submits a bid as part of a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains five (5).

References should be available to be contacted during normal working hours. DEO will choose, at its own discretion, two (2) of the Respondent's references to contact in order to complete an evaluation questionnaire as provided in Attachment H. In the event that the Respondent has performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact one Department and one non-Department reference. In the event that the Respondent has not performed work as a prime contractor for DEO within the timeframe specified above, DEO shall attempt to contact two (2) non-Department references.

DEO will attempt to contact each selected reference by phone or email up to three (3) times. In the event that the contact person cannot be reached following the specified number of attempts, the Respondent shall receive a score of zero (0) for that reference evaluation. DEO **will not** attempt to correct incorrectly supplied information and **will not** select a replacement for a non-responding reference.

Failure to provide the required information for a minimum of five (5) separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondent receiving a score of zero (0) for the Past Performance section of the evaluation criteria.

B.38 Bid Security

If a Respondent's total bid amount is in excess of \$100,000.00, the Respondent must provide, with its bid, a good faith deposit in the amount of 5% of the total bid amount by way of a bid bond from a surety insurer authorized to do business in the State of Florida as surety, a certified check, or a cashier's check of any national or state bank.

Failure by a Respondent to provide the required bid security in the manner stated above and in B.37.1 shall cause the bid to be considered non-responsive to this solicitation. The bid security will be returned to non-responsive Respondents after the opening of the bids from all non-responsive Respondents, and the bid security from all remaining responsive Respondents will be returned after the contract is executed. The cost of the bid guarantee shall be borne by the Respondent.

B.38.1 Performance Bond and Labor and Material Payment Bonds

On projects where the bid exceeds \$100,000, unless such requirement has been waived in accordance with Rule 60D-5.0041, F.A.C., the Respondent must provide with the bid or within two working days of being notified as the low responsive, qualified Respondent, evidence of ability to provide the necessary performance and payment bonds for the project by providing a letter of intent to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Financial Services, and meeting the financial and performance rating required by the solicitation documents. For contract amounts not exceeding \$500,000, the provisions of Section 287.0935, F.S., shall govern.

Such bond shall be maintained throughout the term of the Contract, issued by a reliable surety, which is licensed to do business in the State of Florida, and must include the following conditions:

- (a) Beneficiary – The Department of Economic Opportunity/State of Florida shall be named as the beneficiary of the bond. The Contractor’s bond shall provide that the insurer or bonding company shall pay losses suffered by DEO directly to the State.
- (b) Notice of Attempted Change – DEO shall receive thirty (30) days prior written notice of any attempt to cancel or to make any other material change in the status, coverage or scope of the required bond or of Contractor’s failure to pay bond premiums.
- (c) Premiums – State shall not be responsible for any premiums or assessments of the bond.
- (d) Purpose of Bond – The performance and payment bond is to protect DEO against any loss sustained through failure of the Contractor or any of its employees to faithfully perform the services required by the contract. No payments shall be made to Contractor until the performance bond is in place.

B.39 Surety Companies Acceptable to State

To be acceptable to the State as Surety for Bid Bonds, Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 1. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount			Policy Holder's Rating	Required Financial Rating
\$ UP	To	1,000,000	A-	CLASS I
1,000,000	To	2,000,000	A-	CLASS II
2,000,000	To	5,000,000	A-	CLASS III
5,000,000	To	10,000,000	A-	CLASS IV
10,000,000	To	25,000,000	A-	CLASS V
25,000,000	To	50,000,000	A-	CLASS VI
50,000,000	To	100,000,000	A-	CLASS VII

2. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approvals by the State of Florida, Department of Financial Services to do business in this state have been met.
 - (b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

B.40 State Project Plan

The Respondent should submit a written plan addressing the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. DEO expects respondents to address each objective. Objectives not addressed in the selected Respondent's bid must be addressed prior to contract execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the Contract.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent's plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of Rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.

2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the "Certification of Drug Free Workplace Program" Form, attached hereto and made a part hereof as Attachment C.
3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services and/or items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their bid. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services and/or items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their bid. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

B.41 Award

Upon completion of the evaluations, the Contract, if awarded, shall be awarded to the responsible and responsive Bidder(s) whose bid is determined to be the most advantageous to DEO. DEO reserves the right to award any or all parts of the solicitation to a single or multiple Respondents.

1. In accordance with rule 60D-5.0073 F.A.C. Contracts may be negotiated with the firm whose bid, in DEO's judgment, best meets the needs of DEO. DEO will make a "best value" determination of which vendor best meets the needs of DEO, provided the following criteria are met:
 - a. **Qualifications.** Based on the information provided by the Respondent, as required by Section B.37, if the Respondent fails to meet the qualification requirements as

outlined, DEO shall disqualify the Respondent from further consideration and the next lowest responsive bid shall be considered in accordance with the provisions of this section.

- b. References. The evaluation of past performance references provided on Attachment A Reference Form. These individuals may not be current or former officials or staff of the State of Florida.

References that are not completed as required will be considered non-responsive and will not be evaluated.

2. In determining vendor responsibility, DEO may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the contract requirements and/or the vendor's demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the contract.

B.42 Identical Tie Bids

In a circumstance where bids which are equal with respect to price, quality, and service are received, award shall be determined in accordance with Rule 60A-1.011, F.A.C., Identical Evaluations of Responses.

B.43 Terms and Conditions *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

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

- Scope of Work and Special Contract Conditions (Section C),
- Project #1745, Project Manual and Construction Documents drawings by H2 Engineering, Inc.
- DEO Core Contract (Section D)
- Special Instructions for the Preparation and Submission of Bids and Attachments A-J (Section B),
- General Conditions (PUR 1000), and
- General Instructions to Respondents (PUR 1001).
- Respondent's Bid

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

Any requirement of this solicitation which indicates the consequence of any noncompliance shall be strictly enforced

B.44 Trade Names

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in the solicitation documents are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality level of item(s) bid.

B.45 Visitor Pass to the Caldwell Building

Each visitor to the Caldwell Building is required to sign in and obtain a visitor's pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow sufficient time to accommodate this process if hand delivering your bid to the Office of Property and Procurement. The official date and time of receipt is the date and time the bid is stamped as received by the Office of Property and Procurement.

B.46 Employment of DEO Personnel

Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of DEO, without prior written approval of DEO.

Further, the Contractor shall not knowingly engage any former employee of DEO where such employment conflicts with the requirements of section 112.3185, Florida Statutes.

B.47 Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods to be used to meet the intent of the specifications of this solicitation.

B.48 Accessible Electronic Information Technology

Respondents submitting bids to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, Florida Administrative Code. These standards establish a minimum level of accessibility.

B.49 Approval of Materials

A list of all materials, equipment, etc., together with manufacturer's drawings and catalog information shall be submitted to the Engineer for approval prior to ordering material or equipment but not later than ten (10) calendar days after receipt of "Notice to Proceed" to mobilize on site and proceed with construction. Information submitted shall show the capacity, operating conditions and all engineering data and descriptive information necessary for comparison and to enable the Engineer to determine whether same meets specifications. The Engineer's approval will not relieve the Contractor of the responsibility for performance of any terms of the Agreement.

If the submittals reflect any changes from the plans or specifications, these changes should be clearly indicated by the Contractor.

B.50 Substitutions

Substitutions for a specified system, product or material may be requested of the Engineer and the Engineer's written approval must be obtained before substitutions will be allowed. All requests for substitutions should be submitted in accordance with Section 012500 Substitution Procedure of the Project Manual and Construction Documents provided by H2 Engineering, Inc., dated August 4, 2017.

In making requests for substitutions the Contractor shall list the particular system, product, or material the Contractor wishes to substitute, the justification for such a request, and the amount the Contractor will add or deduct from the contract sum if the substitution is authorized by DEO and approved by the Engineer. If no addition or deduction to the Base Bid is allowed by the Contractor for such substitution, it shall be so stated on the request. Submitted requests shall include any and all adjustments of any work affected thereby.

B.51 Definitions

- AIA Document G703 Schedule of Values: The Schedule of Values used by DEO which outlines a dollar value for parts, materials, and labor allocated to various portions of the work shall be used as the basis for reviewing the Contractor's application for payment.
- Bid: The offer extended to DEO in response to an Invitation to Bid.
- Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as "confidential" or "confidential and exempt" from disclosure as a public record under Florida Statutes.
- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.

Contract Levels: 60D-5.002 F.A.C. Increments of contract dollar value based on estimated cost of the contract are as follows:

(a) Level One – Contracts not exceeding a value of \$35,000

(b) Level Two – Contracts having a value greater than \$35,000 but not exceeding \$65,000

(c) Level Three – Contracts having a value greater than \$65,000 but not exceeding \$200,000

(d) Level Four – Contracts having a value exceeding \$200,000 but not exceeding \$500,000

(e) Level Five – Contracts having a value exceeding \$500,000

- Contract Manager: A person designated by DEO who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the Contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc.

The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues pertaining to the Contract.

- Contractor: The person or entity that enters into a Contract to sell commodities or contractual services to DEO.
- Contractor Personnel: Persons directly employed by the Contractor.
- DEO: The Department of Economic Opportunity.
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- Department Non-Business Hours: Typically Department observed holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- Department Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the following day
 - Christmas Day
- Engineer: The Design Professional (Architect, Engineer or Other) commissioned by DEO, acting directly or through a duly authorized representative.
- Invoice/Request for Payment/Application for Payment: Vendor's itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- Premise(s): The entire Department of Economic Opportunity real property identified by DEO's Project Manager (or his/her designee) and any other real property that may be added to or deemed part of the Contract agreement.
- Project Manager: DEO's staff member(s), manager(s), contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the contract agreement.
- Project Representative: An authorized representative of the Engineer.
- Respondent: The person or entity submitting a bid package in response to a solicitation.

- **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- **Responsive Bid:** A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- **Subcontractor:** A person or entity contracting to perform part or another's entire contract, upon Department approval.
- **Substantial Completion:** The term "Substantial Completion" shall mean that the project under this contract is sufficiently completed in accordance with the Contract Documents, so that DEO can occupy or utilize the work or designated portions thereof for the use for which it is intended, as expressed in the Contract Documents.

The term "Substantial Completion" shall not mean the inclusion of such minor alterations and patching as the Final Inspection shall disclose.
- **Surety:** The corporate body, which is bound with and for the Contractor, which is primarily liable, and which guarantees the faithful performance of the Agreement.
- **Vendor:** A person or entity that sells or offers to sell commodities or contractual services.
- **Vendor Bid System (VBS):** The system which allows all state agencies to advertise solicitations, notices and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- **Written Notice:** Written notice is herein defined as notice of writing, signed and may be an email of the original.

B.52 Strict Enforcement

DEO reserves the right to enforce strict compliance with any requirement of this solicitation.

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**SECTION C
SCOPE OF WORK**

C.1 Purpose

The Department of Economic Opportunity (DEO), Facilities Services is requesting sealed bids from qualified contractors to obtain competitive prices for the provision of all labor, supervision, associated hardware and materials, required permits, drawings, and equipment necessary to replace the existing 150 ton Chiller with a new air-cooled, rotary screw, 150 ton water chiller and includes incidental electrical and controls work associated with replacement as specified in the Project Manual and Construction Documents drawings, Project 1745, dated August 4, 2017, prepared by H2 Engineering, Inc.

C.2 Overview and Background

This facility was built in 1963 and is a 3-story building consisting of 42,000 Sq. ft. The original HVAC chiller was replaced in July of 1996. The current HVAC chiller is a 155 ton Model # RTAA155GYK01A10COB Serial # 496E24381. This unit is currently in service but, has required extensive repairs to keep in service. This will replace it with a new air-cooled, rotary screw, water chiller and included incidental electrical and controls.

All work shall be performed in accordance with the Project Manual and Construction Documents, Project 1745, dated August 4, 2017, provided by H2 Engineering and drawings sealed by Scott Ronald Drury.

C.3 Contract Renewal

There will not be a renewal period for this Contract.

C.4 Contract Document

The interpretation and performance of any Contract issued under this solicitation shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of this solicitation, any addenda, bid, and Department contract issued as a result of this Invitation to Bid.

C.5 Deliverable, Tasks, Performance Measures and Financial Consequences

Contractor agrees to perform the following:

Deliverable No. 1 – 150 Ton Chiller Installation		
Tasks	Performance Measures	Financial Consequences

<p>Contractor will complete the following tasks, as specified in Section C. 6.</p> <ol style="list-style-type: none"> 1. Remove existing chiller and associated plumbing, electrical, and controls and replace with a new chiller per H2 engineering specifications. 2. Provide DEO Project Manager with operation manual and warranty documentation for new chiller. 	<p>Contractor must complete both tasks. Tasks shall be signed off and approved by H2 Engineers and DEO Contract Manager. A properly completed invoice and supporting documentation shall be submitted to the DEO Contract Manager. Contractor must submit the following DEO approved documents to DEO's Contract Manager with the invoice as specified in Sections C.7 and C.7.1.</p>	<p>Failure to provide all required documents with the invoice will result in a \$5,000.00 financial assessment against the Contractor for each task not submitted and an additional \$5,000.00 assessment for each document not submitted as required with the invoice.</p>
Deliverable 1 - \$Cost		

C.6 Contractor's Responsibilities

Contractor's responsibilities shall include but not be limited to the following:

1. Contractor will be the main point of contact for DEO's Contract Manager. It will be the Contractor's responsibility to provide project oversight to ensure the requested services are completed as specified herein and in the resulting Contract/Purchase Order and in accordance with City, State, or County codes as related to this project.
2. Contractor will conduct bi-monthly progress meeting with DEO's Contract Manager and key individuals at the Caldwell building.
3. Contractor will provide an AIA Document G703 Schedule of Values within five (5) calendar days after the execution of the Contract. The schedule of values will outline a dollar value for parts, materials, and labor allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as DEO may require. This schedule, unless objected to by DEO, shall be used as the basis for reviewing the Contractor's application for payment.
4. Contractor will submit an AIA Document G702-1992 application for payment for the work completed to DEO's Contract Manager monthly. The application will reflect the value assigned to the portion of the work by the scheduled values.
5. Contractor will submit all change orders in writing ten (10) working days prior to the change order needing to be implemented. Change orders may not be implemented prior to receiving written approval

C.7 Method of Payment

Contractor shall submit invoices to DEO on or before the 5th of each month for the services rendered the previous month. If there are any questions or concerns regarding invoice(s), please contact the DEO Contract Manager listed herein with questions.

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal Identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.

Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1) (a), Florida Statutes.

The following documents shall be submitted with the itemized invoice:

- A. AIA Document G702
- B. AIA Document G703/Schedule of Values

C.7.1 Final Payment

Within thirty (30) calendar days after the date of Contract Completion, DEO shall pay or cause to be paid to the Contractor, the entire unpaid balance of the then Contract Sum, less the amount of any sums which continue to be retained to satisfy the cost of performing any change in the work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by the Contractor, provided that the parties have not otherwise stipulated in the Certificate of Substantial Completion, and provided further that the work has been satisfactorily completed, the Contractor's obligations under the Contract have been fully performed, and a final Certificate for Payment has been issued by H2 Engineering Inc.

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

C.8 Contract Delays or Extensions

If an event occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of a contract resulting from this solicitation, the selected contractor shall promptly notify DEO orally and shall, within seven (7) calendar days, notify DEO in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the selected contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by events beyond the control of the Contractor, time for performance under this contract may be extended, at the discretion of DEO, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from DEO accepting, or if necessary modifying the extension. Examples of events that are beyond the Contractor's control may include but are not limited to acts of God, strike, lock out, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraints, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the selected contractor. The selected contractor is responsible for the performance of all services issued under this contract. Failure to perform by a selected contractor's subcontractor shall not constitute an event under this section. The instructions in this section does not negate or eliminate any of the requirements as outlined in the Project Manual and Construction Document.

C.9 DEO and Engineer's Responsibilities

C.9.1 Department Responsibilities

DEO's Contract Manager's responsibilities shall include, but not be limited to, the following:

1. To serve as the primary point of contact during the life of the Contract and be responsible for providing oversight of the work being performed.
2. To review and approve or reject all applications submitted for payment.
3. To withhold from each approved progress payment made to the Contractor, the amount of retainage allowable by, and in compliance with, section 255.078, F.S.
4. To review and approve all actions related to the Contract (i.e., request for change orders, modifications to the specifications, work stoppage, terminations of Contract, etc.).

C.9.2 Engineer's Responsibilities

The Duties of the Engineer's Representative(s) shall include, but not be limited to, the following:

1. Assist the Contractor in interpreting the Project Manual and Construction Documents.
2. Conduct on-site observations for determining conformance to the Contract Documents in regard to work, materials, equipment, etc.
3. Provide additional details and/or information when needed by the Contractor.

4. Evaluate suggestions and/or modifications submitted by the Contractor and transmit these to DEO's Project Manager with recommendations.
5. Maintain official relationship with the General Contractor Job Superintendent(s) and communicate problems to DEO's Contract/Project Manager, including problems that may arise regarding work of subcontractors.
6. Attend all required construction conferences and participate actively in discussions of the project.
7. If, upon inspections or observations, work is found not to be in accordance with Contract Documents, advise DEO's Contract/Project Manager verbally and in writing. Consult with DEO's Contract/Project Manager for further directions if the Contractor does not correct work as directed.
8. Check that tests and inspections to be performed by others, in addition to those performed by Contractor, are actually performed; in accordance with the Contract Documents.
9. When requested, accompany all City, County, State, or Federal officials on inspections of construction and record the inspection in the log.
10. Maintain in an orderly manner, files of correspondence, reports of job conferences, shop drawings and samples, copies of contract documents, change orders, addenda, supplementary drawings, and job log.
11. Review applications for payment submitted by the Contractor and transmit to DEO's Contract /Project Manager with recommendations.
12. Participate in the inspections of construction with DEO's Contract/Project Manager at regular intervals and at Substantial Completion and provide DEO's Contract/Project Manager with information as to work which is not complete, defective, or not in accordance with Contract Documents.
13. Refer all communications from state agencies to DEO's Contract/Project Manager.
14. Copy DEO's Contract/Project Manager on all correspondence related to the project.
15. Review plans, specifications and shop drawings on a regular basis. Be alert to errors and omissions on the Contract Documents and construction problems before they occur and advise DEO's Contract/Project Manager when discovered.
16. Advise DEO's Contract/Project Manager of work being performed with unapproved shop drawings or without shop drawings when such shop drawings are required by specifications.
17. Verify materials and equipment delivered to the job site are consistent with specifications, approved samples, shop drawings and related correspondence. If in conflict, advise Contractor and/or DEO's Contract/Project Manager.
18. Verify that Contractor is maintaining a record of notated drawings of As-Built conditions when As-Built drawings are specified to be provided.

C.9.2.1 Engineer's Representative is not authorized to do the following:

1. Authorize deviations from the Project Manual and Construction Documents (without written approval from the Engineer),
2. Expedite the work for the Contractor(s),
3. Advise the Contractor on building techniques or scheduling,
4. Approve Shop Drawings,
5. Issue Certificate for Payment,
6. Approve substitutions, and
7. Interpret the Project Manual and Construction Documents except when obviously clear.

C.9.2.2 Engineer's Representative should not:

1. Get involved in disputes or problems between General Contractor and a subcontractor.
2. Get involved in disputes or problems between one subcontractor and another subcontractor.
3. Offer gratuitous advice to Contractor or subcontractors on how to perform the work.
4. Communicate with State Department's representative in any official way except as noted in section C.9.
5. Order a work stoppage except in extreme emergencies and except under conditions authorized only by the Engineer.

C.10 Duty of Continuing Disclosure of Legal Proceedings

1. Commencing after the effective date of any contract resulting from this solicitation, the vendor must disclose any pending or prior civil or criminal litigation, investigations, arbitration or proceedings involving the vendor (and each subcontractor) ("proceedings") in a written statement to DEO's Contract Manager within fifteen (15) days of occurrence.
2. This duty of disclosure applies to the vendor's officers and directors when proceedings relate to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. The Contractor shall promptly notify DEO of any civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to or affecting the Contractor's business. If the existence of such proceeding, during the term of the contract causes the state concern that the Contractor's ability or willingness to perform the contract is jeopardized, the Contractor shall be required to provide DEO all reasonable assurances requested by DEO to demonstrate that:
 - a. The Contractor will be able to perform the contract resulting from this solicitation in accordance with its terms and conditions, and
 - b. The Contractor and/or its subcontractor(s) has not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such proceedings.

C.11 Staffing Changes

The successful Contractor shall staff the project with key personnel identified in the Contractor's reply, which are considered by DEO to be essential to this project. As soon as possible, but no less than five (5) business days prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO before any substitution is made. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

C.12 Background Screenings

The awarded Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will work in the building. This documentation must be provided to DEO Contract Manager upon execution of the contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. Contractor may access FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx> . Written FDLE background checks must be submitted and approved prior to staffing changes.

C.13 Contractor's Responsibilities Upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by DEO, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in the notice.
- Complete performance of such part of the work that has not been terminated by DEO.
- Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of the Contractor and in which DEO has or may acquire an interest.
- Upon the effective date of termination of the Contract, the Contractor shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

C.14 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.5, Deliverable, Tasks, Performance Measure and Financial Consequences, of this Scope of Work, will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, Contractor(s) may be assessed the financial consequences set forth in Section C.5. However, it is hereby agreed that if the services/items are not timely and satisfactorily performed, the parties may agree to a corrective action plan prior to the institution of financial consequences. Failure of Contractor to timely and

adequately perform under any corrective action plan implemented by the parties shall result, at the minimum, in a financial consequence that would have been imposed under Section C.5.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract. DEO's exercise of the right to terminate shall not release the Contractor from its obligation to pay all financial consequences due prior to the date of termination. The financial consequences set forth herein may be elected by DEO, but do not constitute exclusive remedies of DEO, and DEO shall retain all rights, privileges, and remedies available to it at law and in equity.

C.15 Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Section C, Scope of Work hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for amount to be determined in final contract negotiations for each calendar day after termination, up to sixty (60) days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.14) prior to termination. This liquidated damages provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach.

C.16 Notification of Instances of Fraud

Instances of Contractor operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) chronological hours.

C.17 Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing the services described in this solicitation. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services described in this solicitation. The Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to sections 443.171(5) and 443.1715(1), Florida Statutes, 20 C.F.R. part 603, and all Contractor employees will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

C.18 Change of Ownership

If a change of ownership of the company is anticipated during the twelve (12) months following the ITB Due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

C.19 Ownership and Intellectual Property Rights

All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under this Contract, alone or in combination with DEO and/or its employees, shall be the property of DEO. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for DEO and that such works shall, upon their creation, be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to DEO the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

C.20 Inspections

All projects will require detailed code compliance inspections by the local authorities with jurisdiction over the area in which the project is located. The disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building. The Contractor shall make all permits, drawings, specifications, previous inspection reports, and change documents available to Code Inspectors. The Contractor shall provide a copy of each inspection report to DEO and the Engineer, within 24 hours of receiving the report.

Other Inspections:

- The State Fire Marshal has responsibility for inspecting facilities in accordance with the Uniform Fire Safety Standards.
- H2 Engineering, Inc. may have responsibilities relative to inspections.
- DEO and/or using Department representatives (tenant) may also have responsibilities relative to inspections.

There may be other inspections required as specified elsewhere. The Contractor has responsibilities relative to all inspections and is responsible for contacting all of the inspecting entities to determine these responsibilities. All of these inspecting entities have unique and separate responsibilities. An inspection by one entity will not substitute for an inspection required by another entity.

C.21 DISCLOSURE OF SECURITY SYSTEM PLANS OR BUILDING PLANS: Subsection 119.071(3), F.S., states:

- (a) 3. Information made confidential and exempt as “building plans” may be disclosed by the custodian of public records to:
 - a. The property owner or leaseholder; or
 - b. Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempt or acts.
- (b) 1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.
3. Information made exempt by this paragraph may be disclosed:
 - a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
 - c. Upon a showing of good cause before a court of competent jurisdiction.
4. The entities or persons receiving such information shall maintain the exempt status of the information.

The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the contract. The Contractor shall not divulge to third parties any **exempt and/or** confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. To ensure **exemption and/or** confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.

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SECTION D
DEO VENDOR CORE CONTRACT

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 18-ITB-001-SS, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

DEO reserves the right to make modifications to this contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO Vendor Core Contract is attached by separate document and incorporated by reference within this solicitation.

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**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list a minimum of five (5) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) continuous year(s). Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). DEO shall choose two (2) clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least	to
Approximate Contract Value:	\$

 *Authorized Representative's Signature

-

 *Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the respondent

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**ATTACHMENT B
SOLICITATION COST SHEET**

Date: _____

Time: _____

To: Department of Economic Opportunity
107 E. Madison Street, B047 Caldwell Bldg.
Tallahassee, FL 32399-4102

Bidders:

The undersigned, hereinafter called "Bidder," having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully any drawings or specifications, DEO's Core Contract, and other Contract documents with the Bond Requirements therein, proposes to furnish all labor, materials, equipment and other items, facilities, and services necessary to remove existing HVAC chiller and associated hydronics at the Fuller Warren Building, 215 Market Street Jacksonville, Florida 32202, and replace it with a new 150 Ton Air Cooled, Rotary Screw, Water Chiller. All work will be performed in accordance with the Project Manual and Construction Documents drawings prepared by the firm of H2 Engineering Inc., in full accordance with the advertisement for bids, Instructions to Bidders, Agreement and all other documents relating thereto on file in the office of the Design Professional. If awarded the contract, to complete the said work within the time limits specified for the following bid price:

BASE BID

Labor, supervision, materials, required permits, drawings, equipment and all costs to complete the project as outlined in the Scope of Work and the Project Manual and Construction Documents provided by H2 Engineering Inc.

Base Bid:

\$ _____

With the above as the Base Bid, the following costs of alternate proposals are submitted in accordance with the specifications:

ALTERNATES

Alternate No. 1: Replace Existing Chilled Water Pump

1. Base Bid: Base bid excludes the alternate bid scope.
2. Alternate: Replace existing chilled water pump (P-2). Remove existing pump P-2 and starter. Disconnect associated power and controls for reconnection. Install new P-2 and connect associated piping, power, and controls. Test, adjust, and balance new P-2.

Alternate No. 1: Cost:

\$ _____

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Alternate No. 2: Surge Protective Devices

1. Base Bid: new chiller per section 236426.13 "Air-Cooled, Rotary-Screw Water Chillers" excluding Surge Protective Devices under Article 2.1, Paragraph P.
2. Alternate: In addition to Base Bid, provide Surge Protective Devices listed under Section 236436.13 "Air-Cooled, Rotary-Screw Water Chillers"; Paragraph P.

Alternate No. 2: Cost: \$ _____

Alternate No. 3: 10-Year Warranty

1. Base Bid: Provide 5-year full warranty as outlined in Section 236436.13 "Air-Cooled, Rotary-Screw Water Chillers"; Article 1.9, Paragraph A (and associated sub-paragraphs).
2. Alternate: In addition to Base Bid, provide extended warranty for years 6-10 as outlined in Section 236436.13 "Air-Cooled, Rotary-Screw Water Chillers"; Article 1.9, Paragraph A (and associated sub-paragraphs).

Alternate No. 3: Cost: \$ _____

Alternate No. 4: Replace Existing Breakers for Chiller

1. Base Bid: Base bid excludes the alternated bid scope.
2. Alternate: Replace existing breakers (600-amp, 3-pole and 700-amp, 3-pole) in panel 4PA with new breakers. (See sheet E1.1)

Alternate No. 4: Cost: \$ _____

If more or less work is required than that specified in the specifications and drawings, the following labor, materials, and supplies prices shall be applicable:

ITEM	UNIT	PRICE

ATTACHMENT B (Continued)
SOLICITATION COST SHEET

Enclosed is a certified check, cashier's check, treasurer's check, bank draft or Bid Security in the amount of not less than five percent (5%) of the Bid, payable to DEO as a surety for the purpose set out in the instructions to bidders.

The Bidder hereby agrees that:

- a. The above proposal shall remain in full force and effect for a period of one hundred eighty (180) calendar days after the time of the opening of this proposal and that the Bidder will not revoke or cancel this proposal or withdraw from the competition within the said one hundred eighty (180) days.

- b. In the event the contract is awarded to this Bidder, Contractor will enter into a formal written Agreement with DEO in accordance with the accepted bid within ten (10) working days after said contract is submitted to Contractor and, will furnish to DEO a Contract Performance Bond and a Labor and Materials Payment Bond with good and sufficient sureties, satisfactory to DEO, in the amount of 100% of the accepted bid, and terms of which shall fully comply with Section 255.05, Florida Statutes. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit, if any, shall be forfeited as liquidated damages.

Florida Construction Industries Licensing Board Certification

_____ (Name of Holder) _____ (Certificate No.)

Authorized Representative's Signature

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this

_____ day of _____, 2017

_____ (Seal)

By: _____

Title: _____

**ATTACHMENT C
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) For any employee who is convicted or pleads to a violation of chapter 893, Florida Statutes, impose a sanction on the employee, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**ATTACHMENT D
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of DEO, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under section 112.3215, Florida Statutes, in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

_____	_____
_____	_____

The following persons have sought to influence DEO in this procurement on behalf of the Respondent.

_____	_____
_____	_____

The Respondent has no interest to disclose and has had no person seeking to influence DEO in connection with this procurement.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

ATTACHMENT E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Economic Opportunity cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Economic Opportunity may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

ATTACHMENT E (Continued)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION CONTRACTS/SUBCONTRACTS

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

***Authorized Representative's Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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ATTACHMENT F
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***Authorized Representative's Signature**

***Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

**ATTACHMENT G
LIST OF SUBCONTRACTORS**

Each Respondent shall submit with its bid a list of the subcontractors who will perform work under the contract(s) resulting from this solicitation. The Respondent shall have determined to its complete satisfaction that a listed subcontractor has been successfully engaged in providing labor, supervision, materials, all required permits, drawings, and equipment to install a new 150 Ton Air Cooled Rotary Screw Chiller and Piping, Valves, and Fittings at the Fuller Warren Bldg., located at 215 Market Street, Jacksonville, FL, as required by this solicitation and is qualified to provide the services for which it is listed.

In the event that no subcontractor will be used, this list shall be returned indicating “No Subcontractors will be used.”

NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

***Authorized Representative’s Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

**ATTACHMENT H
EVALUATION OF PAST PERFORMANCE**

Respondent's Name _____

Respondent's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of DEO:

1. Briefly describe the work the contractor performed for your company.

2. How well did the contractor adhere to the agreed upon schedule?

Excellent = 5 points; Above Satisfactory = 4 points; Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

3. How would you rate the contractor's quality of work?

Excellent = 5 points; Above Satisfactory = 4 points; Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

Excellent = 5 points; Above Satisfactory = 4 points; Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

5. How would you rate the contractor's use of appropriate equipment and methods?

Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

Score
Divide by 4
= Average Score _____

Reference's Signature _____ Date _____

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ATTACHMENT I
SOLICITATION BID CHECKLIST

To ensure that your bid can be accepted, please be sure the following items are completed and enclosed in the solicitation bid. This checklist (Attachment I) is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation.

Check off each of the following:

- ___ 1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original bid. If a Respondent fails to submit a completed DEO Solicitation Acknowledgement Form with their bid, DEO reserves the right to contact the Respondent by telephone for submission of this document via fax with follow up via mail. The right shall be exercised when the Respondent has met all other solicitation requirements. **In the event that Respondents submit a bid as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.**
- ___ 2. The Reference Form (Attachment A) has been completed with three references as required in solicitation.
- ___ 3. The Solicitation Cost Sheet (Attachment B) has been completed, reviewed for accuracy, signed by a representative with the authority to bind the Respondent, and enclosed in the bid.
- ___ 4. The Drug Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E) and Lobbying Form (Attachment F) have been read, completed, signed, and enclosed in the original bid, if applicable.
- ___ 5. The List of Subcontractors, if applicable (Attachment G) has been completed, signed, and enclosed in the bid, if applicable.
- ___ 6. DBC-5085 Form – Experience Questionnaire and Contractor’s Financial Statement
- ___ 7. The Certified Minority Business Enterprise Certificate (CMBE) has been enclosed in the bid, if applicable.
- ___ 8. The Respondent’s bid addresses how it will support, to the extent applicable to the items/services covered by this solicitation, the four (4) State Project Plans: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.
- ___ 9. The Scope of Work, Section C has been thoroughly reviewed for compliance with the solicitation requirements.
- ___ 10. The www.myflorida.com website has been checked and any Addenda posted have been completed, signed, and enclosed in the original bid.
- ___ 11. The original bid must be received, at the location specified, prior to the Bid Opening Date and Time designated in the solicitation document.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

____12. One (1) original signed Technical Bid, marked "Original", two (2) copies of the signed original marked "Copy", one (1) electronic copy of the Technical Bid (on compact disc), and one (1) original, signed **Redacted** Technical Bid electronic copy (on compact disc) must be submitted to DEO in accordance with Section B.6.

____13. On the lower left hand corner of the envelope transmitting your original bid, write in the following information:

Solicitation Number: 18-ITB-001-SS

Title: Fuller Warren Building – Chiller Replacement, H2E Project #1745

Bid Opening Date & Time: TBD

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**ATTACHMENT J
TECHNICAL QUESTIONS SUBMITTAL FORM**

For Attachment J, Respondents shall complete the form provided based on their questions relating to this ITB. The completed form shall be submitted in accordance with the instructions provided in B.8. The electronic response must be submitted in a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Respondent's Name: _____

Respondent Question Number*	Page Number, Section Number, Subsection Reference*	Question*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add rows as necessary.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**