

TITLE PAGE

STATE OF FLORIDA



BUREAU OF PUBLIC HEALTH LABORATORIES – PENSACOLA FL.

INVITATION TO BID

DOH12-017 AIR HANDLING UNIT & AIR COOLED WATER CHILLER

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____

Authorized Signature (Typed) and Title: _____

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TIMELINE

EVENTS	DUE DATE	CONTACTS & LOCATIONS
Bid Advertised	September 21, 2012	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_main_menu
Questions Submitted in Writing NO PHONE CALLS	October 2, 2012 By 4:30 pm EST	Submit to: Florida Department of Health, Purchasing Attn: Sonja German, Purchasing Analyst 4052 Bald Cypress Way, Bin B07 Tallahassee FL, 32399-1749 Email: sonja_german@doh.state.fl.us
Answers to Questions	October 4, 2012	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_main_menu
SEALED BIDS DUE AND OPENED:	Must be received PRIOR to: 10:30 AM EST October 16th, 2012	Submit to: Florida Department of Health, Purchasing Attn: Sonja German, Purchasing Analyst 4052 Bald Cypress Way, Bin B07 Tallahassee FL, 32399-1749 Email: sonja_german@doh.state.fl.us
Anticipated Posting	October 16th, 2012	Vendor Bid System http://www.myflorida.com/apps/vbs/vbs_main_menu

SECTION 1.0 GENERAL INSTRUCTION'S TO RESPONDENTS (PUR1001)

The General Instructions to Respondents are outlined in PUR1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

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

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

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

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to obtain competitive pricing for Air Handling Unit & Air Cooled Water Chiller equipment for the Florida Department of Health, Bureau of Public Health Laboratories – Pensacola Florida.

3.2 Definitions

- **"Bidder" and "Respondent"** mean the entity that submits a bid or response to the Department in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.
- **"Bid" and "Response"** mean the complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.
- **"Business hours"** means 8 A.M. to 5 P.M. Eastern Time on all business days.
- **"Calendar days"** counts all days, including weekends and holidays.
- **"Contract"** means the contract that will be awarded to the successful bidder under this Invitation to Bid, unless indicated otherwise.
- **"Contractor" or "Provider"** means the business entity to which a contract has been awarded by the Department in accordance with a proposal submitted by that entity in response to this ITB.
- **"Department," "DOH" or "Buyer"** means Department of Health and may be used interchangeably.
- **"ITB" or "Invitation to Bid"**, refers to this solicitation, the Florida Department of Health's "DOH 12-017 Air Handling Unit & Air Cooled Water Chiller"
- **"Mandatory Requirements" or "Minimum Requirements,"** means that the Department has established certain requirements with respect to responses to be submitted by Bidder. The use of "shall," "must," or "will" (except to indicate simple futurity) in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract/Direct Order.
- **"Mandatory Form,"** means a form or document indicated in the ITB as one that must be completed and signed and included in the bid submitted to the Department to meet minimum or mandatory requirements.
- **"Minor Irregularity,"** used in the context of this solicitation and perspective Contract/Direct Order, indicates a variation from the ITB terms and conditions which does not affect the price of the bid, or give the Bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the Department. **"Vendor Bid System" and "VBS"** refers to the State of Florida internet-based vendor information system at http://myflorida.com/apps/vbs/vbs_main_menu
- "Vendor Bid System" and "VBS" refers to the State of Florida internet-based vendor information system at http://myflorida.com/apps/vbs/vbs_main_menu

3.3 Term

It is anticipated that the purchase order resulting from this Invitation to Bid (ITB) will be for a one (1) year period from the purchase order issue date.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Specifications

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

4.2 Delivery

Delivery charges shall be included within the original price of the ITB as listed in **Attachment II**. After receipt of the Purchase Order the Equipment shall be shipped within 8 weeks from the vendors' receipt of approved shop drawings, to the following location:

**Attention: William Nakashima
Florida Department of Health
Bureau of Public Health Laboratories – Pensacola Florida
50 West Maxwell Street
Pensacola, FL 32501
(850) 595-8895**

The vendor must notify Florida Department of Health, Bureau of Public Health Laboratories when the equipment is shipped. The freight company must notify Florida Department of Health, Bureau of Public Health Laboratories of delivery 48 hours before delivery is to be made.

4.3 Responsive and Responsible

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

- Title Page
- **Attachment II** – Price Page
- **Attachment V** - Required Certifications
- Warranty Documentation, Section 4.6

4.4 Records and Documentation

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

Unless a greater retention period is required by state or federal law, all documents pertaining to the contract resulting from this ITB shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful bidder shall provide any documents requested by the Department in its standard word processing format (currently Microsoft Word 6.0). If this standard should change, the successful vendor shall adopt the new standard at no cost to the Department. Data files will be provided in a format directed by the department.

The successful bidder agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful bidder further agrees to hold the department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure of confidential information and promises to defend the department against the same at its expense.

The successful bidder shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

4.6 Warranty

Bidders must provide a separate five (5) year manufacturer full parts and labor warranty for the Air Handling Unit & Air Cooled Water Chiller. The warranty period commences at time of start-up. The price of the warranty must be submitted on **Attachment II**, Price Page

Warranty documentation is required with bid submission.

SECTION 5.0 – SPECIAL INSTRUCTIONS TO RESPONDENTS

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

5.1 Instruction for Bid Submittal

- Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the Invitation to Bid. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- All bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder's responsibility to assure its bid submittal is delivered at the proper place and time as stipulated in the Timeline. The Department's clocks will provide the official time for the bid receipt and opening.
- Late bids will not be accepted.
- Bidders are required to complete, sign, and return the "Title Page" with their bid submittal.
- Bidders shall submit all technical and pricing data in the formats specified in the ITB.
- Submit one (1) original printed bid, and one (1) electronic copy on a CD The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida and accordingly, the state reserves the right to use any concepts or ideas contained in the response.

5.2 Public Records and Trade Secrets

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

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

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

5.3 Bidder Inquiries

This Special Instruction takes precedence over General Instruction #5 in PUR 1001.

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

Answers to questions submitted in accordance with the ITB Timeline will be posted on the MyFlorida.com Vendor Bid System web site: http://myflorida.com/apps/vbs/vbs_main_menu.

All inquiries must be submitted to:

Florida Department of Health, Purchasing
Attn: Sonja German, Purchasing Analyst
4052 Bald Cypress Way, Bin B07
Tallahassee FL, 32399-1749
Email: sonja_german@doh.state.fl.us

NOTE: FLORIDA LAW:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch

concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

5.4 Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (561) 840-4522 ext 206 at least five (5) work days prior to any pre-bid conference, bid opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.5 Price Page

The Price Page is **Attachment II** of this ITB. It must be filled out as indicated, signed, and return with the bid response.

5.6 Required Certifications

All vendors must sign and return to the Department the Required Certifications form, **Attachment IV** hereto, with their bid submission. **Any vendor that failing to return this Required Certifications form will be considered nonresponsive.**

SECTION 6.0 SPECIAL CONDITIONS

The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions, form PUR 1000 unless a statutorily required provision in the PUR 100 supersedes:

6.1 6.2 Cost of Bid Preparation

Neither the Department of Health nor the State is liable for any costs incurred by a bidder in preparing and/or responding to this Invitation to Bid.

6.3 Vendor Registration

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

Registration may be completed at:

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

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

6.4 Verbal Instructions Procedure

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

6.5 Addenda

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

6.6 Unauthorized Aliens

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

6.7 Certificate of Authority

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

6.8 Bid Evaluation

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

6.9 Basis of Award

A single award shall be made to the lowest responsive, responsible bidder offering the lowest grand total for the items requested in this ITB.

6.10 Identical Tie Bids

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the department shall determine the order of award in accordance with Rule 60A – 1.011 Florida Administrative Code.

6.11 Minority and Service-Disabled Veteran Business - Participation

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

6.12 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a bidder who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, **Attachment IV**.

6.13 Standard Contract/Purchase Order

Each vendor shall review and become familiar with the department's Standard Contract and/or Purchase order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Purchase order are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract/purchase orders terms and conditions are **Attachment V**. Acknowledge acceptance on Required Certifications, **Attachment IV**.

6.14 Termination

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

Termination shall be in accordance with Department of Health Standard Contract, **Attachment VI**, Section III B or Department of Health Purchase Order Terms and Conditions, **Attachment V**.

6.15 Conflict of Law and Controlling Provisions

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

6.16 E-Verify

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

**ATTACHMENT I
SPECIFICATIONS**

AIR HANDLING UNIT

PART 1 GENERAL

A BID WITH ANY EXCEPTIONS OR EXCLUSIONS WILL BE REJECTED.

1.1 THIS SECTION INCLUDES REQUIREMENTS FOR THE FOLLOWING EQUIPMENT:

- A. Air handling unit, provide unit as specified with capacity as indicated on schedule.
- B. Filter section.

1.2 SUBMITTALS

The awarded bidder must submit the following within 5 business days after the award:

- A. Shop Drawings: Indicate assembly, unit dimensions, weight loading, required clearances, construction details, field connection details, and electrical characteristics and connection requirements. The unit must be configured to provide maintenance clearances when installed within the mechanical room as shown on the Enlarged Mechanical Room Plan.
- B. Product Data:
 - 1. Provide literature which indicates dimensions, weights, capacities, ratings, fan performance, gages and finishes of materials, and electrical characteristics and connection requirements.
 - 2. Provide data of filter media, filter performance data, filter assembly, and filter frames.
 - 3. Provide fan curves with specified operating point clearly plotted.
 - 4. Submit sound power level data for fan outlet at rated capacity.
 - 5. Submit electrical requirements for power supply wiring including wiring diagrams for interlock and control wiring, clearly indicating factory-installed and field-installed wiring.
 - 6. Vibration isolation documentation.
- C. Manufacturer's Installation Instructions.
- D. Maintenance Data: Include instructions for lubrication, filter replacement, motor and drive replacement, spare parts lists, and wiring diagrams.

1.3 EQUIPMENT MUST MEET THE REQUIREMENTS OF THE FOLLOWING REFERENCED STANDARDS

- A. AMCA 210 - Laboratory Methods of Testing Fans for Rating Purposes.

- B. AMCA 300 - Test Code for Sound Rating Air Moving Devices.
- C. AMCA 301 - Method of Publishing Sound Ratings for Air Moving Devices.
- D. ARI 410 - Forced-Circulation Air-Cooling and Air-Heating Coils.
- E. ARI 430 - Central-Station Air-Handling Units.
- F. ARI 435 - Application of Central-Station Air-Handling Units.

1.4 THE FOLLOWING ARE THE MANUFACTURER'S AND PRODUCT QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience, who issues complete catalog data on total product.
- B. Air Handling Units: Certify capacity, static pressure, fan speed, brake horsepower and selection procedures in accordance with ARI 430.
- C. Air Coils: Certify capacities, pressure drops and selection procedures in accordance with ARI 410.

PART 2 THE FOLLOWING ARE THE PRODUCT REQUIREMENTS

2.1 GENERAL DESCRIPTION

- A. Fabricated draw-through type air handling units as indicated suitable for the scheduled air pressure operation.
- B. Fabricate units with fan section, coil section, access sections, and filter section.
- C. Factory fabricates and test air handling unit of size, capacity, and configuration as indicated and specified. The unit shall be shipped in sections fully assembled, manufacturer shall tag each section to indicate location in direction of airflow to facilitate assembly at the job site.

2.2 CASING

- A. Unit shall be double wall constructed in all sections. Exterior wall shall be minimum 18 gauge G-90 galvanized steel. Interior wall shall be minimum 20 gauge G-90 galvanized steel. All portions of the interior of the unit exposed to the airstream shall be covered with steel to prevent fiberglass erosion into the airstream. Foil facing on insulation shall not be acceptable as a substitute for double wall construction. Unit shall be designed and constructed such that all exterior panels are non-load bearing. Removal of all exterior panels shall not affect the structural integrity of the unit. Units with welds on exterior surfaces or welds that have burned through from interior welds shall also receive a final shop coat of zinc-rich

protective paint in manufacturer's standard color. All panels shall be gasketed and meet UL 723 for surface burning characteristics.

- B. Insulate all sections handling conditioned air with 2" thick 1 ½ lb. uncompressed fiberglass sandwiched between two sheets of galvanized steel. Fiberglass insulation shall not be exposed to the airstream. If any insulation is exposed, the contractor shall be responsible for covering it with galvanized steel. The insulation shall be glued to prevent sagging after prolonged use. The Contractor shall be responsible for gluing the insulation if not done at factory. The unit can be provided with foam insulation in place of the fiberglass type provided the R value is 12 or higher.
- C. As required for routine service access, unit shall be supplied with full height, galvanized, double wall, hinged, removable access doors. The doors shall be removable without unbolting hardware. Access door shall have a full perimeter automotive type gasket to prevent air leakage, and handles that can be opened from unit interior. The hinges shall be stainless steel from the factory or field installed. Provide a single access door in the fan section and access doors on both sides of the filter section. Removable panels shall be acceptable as access for both sides of the coil sections. Removable panels shall be constructed of frame channel cabinet construction, which isolates the inner liner from the external liner. If this type of construction is not available, access doors shall be provided.
- D. Units shall have internal motor and drives and shall be provided with a full size removable service door on the side which has clearance for access.
- E. The drain pan shall extend under the complete coil section. Drain connections shall be provided on the side as required. All drain pans shall be of sealed double wall construction with stainless inside and galvanized outside steel construction with the manufacturer's standard insulation sandwiched between the pan layers. The insulation thickness shall be a minimum of 2" thick uncompressed or additional insulation shall be added to the exterior of unit to maintain the insulation requirement. Drain pans shall be sloped in 2 planes; cross break interior, and pitch toward drain connection to ensure complete condensate drainage.
- F. The units shall be provided with internal isolation. The fans shall be on separate base with spring isolation.

2.3 FANS

- A. Provide supply fan section with forward curved double width, double inlet centrifugal fan designed and suitable for class of service indicated in the unit schedule. Fan shaft to be properly sized and protectively coated with lubricating oil. Fan shafts shall be solid and properly designed so that fan shaft does not pass through first critical speed as unit comes up to rated RPM. Fans shall be

statically and dynamically tested as an assembly at the required RPM to meet design specifications. Fan wheel shall be properly secured to shaft to prevent slippage.

- B. Provide self-aligning, grease lubricated pillow-block ball bearings with lubrication fittings. Provide extended grease lines with automatic self lubricating assemblies to drive side of unit casing, for all fan bearings, rigidly attached for easy service access. All bearings shall perform to L-50 200,000 hour average life.
- C. The performance rating shall conform to AMCA 210 and the sound rating to AMCA 301. Test to AMCA 300 and bear the AMCA seals.
- D. The unit can be provided with direct drive air foil plenum fan in lieu of the belt drive forward curved fan system.

2.4 MOTORS AND DRIVES

- A. Fan motors to be mounted and isolated on the same integral base as the fan. The belt drive motors shall be on an adjustable slide base. The base shall be isolated from unit with springs.
- B. Fan motors shall be heavy duty, VFD compatible, high efficiency totally enclosed fan cooled. Provide with VFD and control wiring.
- C. V-Belt drive shall be cast iron or steel sheaves, dynamically balanced, bored to fit shafts, and keyed. Fixed sheaves, with matched belts and drive rated as recommended shall be provided. V-belt drive shall be rated at 1.5 times the motor nameplate.
- D. The units shall be provided with UL listed VFDs sized for the unit. The VFDs shall have a HOA switch and interface modules for connection to DDC BacNet control system. The VFD shall be provided with wired manual bypass.

2.5 COILS

- A. Coils shall be manufactured by the same company as the supplier of the air handling unit. Coils shall be designed with aluminum plate fins and copper tubes.
- B. Fins shall have collars drawn, belled and firmly bonded to the tubes by means of mechanical expansion of the tubes. No soldering or tinning shall be used in the bonding process. Coils shall be mounted in the unit casing to be accessible for service and can be removed from the unit either through the side or top. Capacities, pressure drops and selection procedure shall be certified in accordance with ARI Standard 410.
- C. Provide factory installed extended drain and vent connections for water coils. The drain and vents shall extend through the unit cabinetry.

D. Water Cooling Coils

1. All coils shall be enclosed in an insulated coil section. Coil headers and U-bends shall not be exposed.
2. Waterflow shall be counter to airflow.
3. Coils shall be proof tested to 300 psig and leak tested to 200 psig air pressure under water.
4. Headers shall be round copper pipe or cast iron. Steel pipe headers are not acceptable.
5. Tubes shall be $\frac{1}{2}$ or $\frac{5}{8}$ inch OD, minimum .020" thick.
6. The fins shall be a minimum of .006" thickness.

2.6 FILTERS

- A. Provide factory fabricated filter section of the same construction and finish as unit casing with filter guides and hinged, removable double wall access doors with automotive style gasket for minimum leakage for filter removal. Filter boxes shall be fabricated to flange to other unit components. Blockoffs shall be provided by the unit manufacturer as required to prevent air bypass around filters. The units shall be provided with disposable extended area panel filters. UL 900 Class 2 pleated with a ASHRAE 52 dust spot efficiency of 30 pre-filter and a 4 inch ASHRAE 52 dust spot efficiency 60 final filter.

END OF SECTION

AIR COOLED WATER CHILLER

PART 1 GENERAL

A BID WITH ANY EXCEPTIONS OR EXCLUSIONS WILL BE REJECTED.

1.1 THIS SECTION INCLUDES REQUIREMENTS FOR THE FOLLOWING EQUIPMENT:

- A. Chiller package capacity as scheduled.
- B. Controls and control connections.
- C. Chilled water connections.
- D. Starters.

1.2 SUBMITTALS

The awarded bidder must submit the following within 5 business days after the award:

- A. Submit shop drawings indicating components, assembly, dimensions, weights and loadings, required clearances, and location and size of field connections. Indicate valves, strainers, and valves required for complete system.
- B. Submit product data indicating rated capacities, weights, specialties and accessories, electrical requirements and wiring diagrams.
- C. Submit written certification that components of package not furnished by manufacturer have been selected in accordance with manufacturers requirements.
- D. Submit manufacturer's installation instructions.
- E. Operations and Maintenance Data: Include start-up instructions, maintenance data, parts lists, controls, and accessories. Include trouble- shooting guide.

1.3 EQUIPMENT MUST MEET THE REQUIREMENTS OF FOLLOWING REFERENCED STANDARDS

- A. ANSI/ARI 550 - Rating Centrifugal and Rotary Chillers.
- B. ANSI/ARI 590 - Reciprocating Water - Chilling Packages.
- C. ANSI/ASHRAE 15 - Safety Code for Mechanical Refrigeration.
- D. ANSI/ASME SEC 8 - Boiler and Pressure Vessel Code
- E. ANSI/UL 465 - Central Cooling Air Conditioners.

1.4 REGULATORY REQUIREMENTS FOR THE EQUIPMENT

- A. Conform to ANSI/ARI 590 code for testing and rating of reciprocating water chillers or ANSI/ARI Standard for rating centrifugal and rotary chillers.
- B. Conform to ANSI/UL 465 code for construction of water chillers and provide UL/ETL label.
- C. Conform to ANSI/ASME SEC 8 Boiler and Pressure Vessel Code for construction and testing of reciprocating water chillers.
- D. Conform to ANSI/ASHRAE 15 code for construction and operation of reciprocating water chillers.

1.5 WARRANTY

- A. Warranty: Provide a manufacturer's full parts and labor warranty for 5 years from start-up.

PART 2 THE FOLLOWING ARE THE PRODUCT REQUIREMENTS

2.1 GENERAL UNIT DESCRIPTION

- A. Provide factory assembled and tested outdoor air cooled liquid chillers consisting of compressors, condenser, evaporator, expansion valve, refrigeration accessories, starter, and control panel. Construction and ratings shall be in accordance with ANSI/ARI 550 or ANSI/ARI 590 Standards.

2.2 COMPRESSORS

- A. Construct compressors with heat treated forged steel alloy.
- B. Statically and dynamically balance rotating parts.
- C. Provide oil lubrication system with oil charging valve and oil filter to ensure adequate lubrication during starting, stopping, and normal operation.
- D. Provide compressor with automatic capacity reduction equipment consisting of compressor start/stop or unloading. Compressor must start unloaded for soft start on motors.
- E. Provide crankcase heater to evaporate refrigerant returning to crankcase during shut down. Energize heater when compressor is not operating.

2.3 EVAPORATOR

- A. Design, test, and stamp refrigerant side for 300 psig working

pressure and water side for 215 psig working pressure, in accordance with ANSI/ASME SEC 8.

- B. Insulate with 1.50 inch minimum thick flexible elastometric rubber closed cell insulation with maximum K value of 0.26. Provide heat tape to protect evaporator to -20 degrees F.
- C. Provide low point water drain connection, vent and fittings for factory installed leaving water temperature control and low temperature cutout sensors.
- D. Evaporator shall have only one entering and one leaving connection.
- E. Provide with heat tracing.

2.4 CONDENSER AND FANS

- A. Provide vertical discharge direct driven propeller type condenser fans with fan guard on discharge. Entire fan assembly shall be statically and dynamically balanced and fan assembly shall be either painted or zinc coated steel. Fan guard shall be metallic and have either a PVC, chrome or zinc coating.
- B. Provide factory guard panels. Guards shall cover condenser, evaporator and compressor sections so all are covered.
- C. Provide fan motors with permanently lubricated ball bearings and built-in thermal overload protection.

2.5 CONDENSER COILS

- A. Coils: Aluminum fins mechanically bonded to seamless copper tubing. Furnish sub-cooling circuits as applicable. Air test under water to 425 psig, and vacuum dehydrate. Seal with holding charge of refrigerant. Condenser coil shall have baked on factory phenolic thermosetting resin coating.
- B. Coil Guard: Expanded metal or Louvered.

2.6 ENCLOSURES

- A. House components in galvanized steel frame and mounted on welded structural steel base. Hot-dip galvanized coating shall be Underwriters Laboratories Inc. (UL) recognized as G90-U. All frame and base components shall be hot-dip galvanized.
- B. Unit panels, decorative louvered panels, and control panels shall be finished with a baked on powder paint. Control panel doors shall have door stays. Paint system shall meet the requirements for outdoor equipment. All doors shall be lockable.
- C. Mount starters and disconnects in weatherproof panel provided with

full opening access doors. Provide means to lock disconnect.

- D. Casings fabricated from steel that do not have a Zinc coating conforming to ASTM A 123 or ASTM A525 shall be treated for the prevention of corrosion with a factory coating or paint system. The coating or paint system shall withstand 500 hours in a salt-spray fog test in accordance with ASTM B 117. Each specimen shall have a standard scribe mark as defined in ASTM D 1654. Upon completion of exposure, the coating or paint system shall be evaluated and rated in accordance with procedures A and B of ASTM D 1654. The rating of failure at the scribe mark shall be not less than six (average creepage not greater than 1/8 inch). The rating of the unscribed area shall not be less than ten (no failure). Thickness of coating or paint system on the actual equipment shall be identical to that on the test specimens with respect to materials, conditions of application, and dry-film thickness.

2.7 REFRIGERANT CIRCUIT

- A. All units shall have compressors as indicated.
- B. Provide for each refrigerant circuit:
 1. Liquid line shutoff valve.
 2. Filter dryer (replaceable core type).
 3. Liquid line sight glass and moisture indicator.
 4. Electronic or thermal expansion valve sized for maximum operating pressure.
 5. Charging valve.
 6. Discharge and oil line check valves.
 7. Compressor suction and discharge service valves.
 8. High side pressure relief valve.
 9. Full operating charge of R-410A and oil.
 10. Unit factory leak tested at 200 psig.

2.8 CONTROLS

- A. On chiller, mount weatherproof control panel, containing starters, power and control wiring, factory wired with terminal block power connection. Provide single point power connection on units with MCA less than 500 amps. Provide primary and secondary fused control power transformer and a single 115 volt single phase connection for evaporator heat tape.
- B. Provide the following safety controls with indicating lights or diagnostic readouts.
 1. Low chilled water temperature protection.
 2. High refrigerant pressure.
 3. Low oil flow protection.
 4. Loss of chilled water flow.
 5. Contact for remote emergency shut-down.
 6. Loss of refrigerant charge protection.

7. Motor current overload.
8. Phase reversal/unbalance/single phasing.
9. Over/under voltage.
10. Failure of water temperature sensor used by controller.
11. Compressor status (on or off).

C. Provide the following operating controls:

1. Stepped leaving chilled water temperature controller which activates loading as indicated.
2. Five minute solid state anti-recycle timer to prevent compressor from short cycling.
3. Low ambient controls for operation down to 25 degrees F or lower.
4. Compressor current sensing unloader unit that unloads compressors to help prevent current overload nuisance tripouts.
5. Low ambient lockout control with adjustable setpoint.
6. Condenser fan sequencing which automatically cycles fans in response to ambient, condensing pressure and expansion valve pressure differential thereby optimizing unit efficiency.

D. Provide pre-piped gauge board with pressure gauges for suction and discharge refrigerant pressures or digital display of pressures on microprocessor.

E. Provide ammeters for each compressor or digital display of % RLA on microprocessor.

2.9 BUILDING MANAGEMENT SYSTEM INTERFACE

A. The chiller shall have the ability to scan and receive a BacNet control signal from building automation system. This shall not require additional software or hardware not provided on unit.

END OF SECTION

**ATTACHMENT II
PRICE PAGE**

A single award shall be made to the lowest responsive, responsible bidder offering the lowest grand total for the items requested in this ITB.

Description	Price
Air Handling Unit	\$ _____

Description	Price
Air Cooled Water Chiller	\$ _____

Description	Price
Five Year Warranty - Air Handling Unit	\$ _____

Description	Price
Five Year Warranty - Air Cooled Water Chiller	\$ _____

GRAND TOTAL (TO INCLUDE EQUIPMENT AND WARRANTIES) \$ _____

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

AUTHORIZED REPRESENTATIVE: _____
(Signature)

NAME AND TITLE: _____
(Print or Type)

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

ATTACHMENT III



DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

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

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

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

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

NOTE: YOU MAY USE A SEPARATE SHEET

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

I. DESIGNATIONS:

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

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

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

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

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

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

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

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

II. INSTRUCTIONS TO PRIME CONTRACTORS:

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

ATTACHMENT IV

REQUIRED CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

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

Signature of Authorized Official

Date

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

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

Signature of Authorized Official

Date

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

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

ATTACHMENT V
DIRECT ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

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

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162 and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The DOH, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the DOH's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

11. **TERMINATION:** This direct order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this direct order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

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

12. The terms of this Direct Order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Direct Order shall govern.
13. In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

ATTACHMENT VI STANDARD CONTRACT

CFDA No.
CSFA No.

STATE OF FLORIDA DEPARTMENT OF HEALTH STANDARD CONTRACT

Client Non-Client
 Multi-County

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

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

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

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

C. To the Following Governing Law

1. State of Florida Law

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

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.

5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
 Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
 To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

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

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

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

H. Safeguarding Information

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

I. Assignments and Subcontracts

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

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

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

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

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

U. Construction or Renovation of Facilities Using State Funds

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

V. Electronic Fund Transfer

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

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

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

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

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

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

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

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

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

E. All Terms and Conditions Included

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

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

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

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

SIGNATURE:

PRINT/TYPE NAME:

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

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

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

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

SIGNATURE:

PRINT/TYPE NAME:

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

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PACKAGE AIR COOLED WATER CHILLER SCHEDULE

MARK	MINIMUM CAPACITY TONS	REFRIG. TYPE	MINIMUM EER	EVAPORATOR DATA				CONDENSER DATA			COMPRESSOR DATA			ELECTRICAL DATA					REMARKS
				WATER FLOW GPM	LEAVING WATER TEMP. °F	MAX. WATER PRESS. DROP FEET H ₂ O	FOULING FACTOR FT ² HR- °F/BTU	AMB. TEMP. °F db	LOW AMB. TEMP. °F db	CONDENSER FANS QUANTITY	MIN. COMP. QUANT.	CAPACITY REDUCTION		MCA	MOCP	VOLTS	PHASE	HERTZ	
												MINIMUM UNLOADING	APPROX. STEPS PERCENT						
ACC-1	50	R-410A	9.9	120	45	20	.00010	95	20	4	4	25%	25	252	300	208	3	60	BELOW

1. PROVIDE WITH FACTORY INTEGRAL CONTROLS AND BACNET INTERFACE FOR DDC CONTROL/MONITORING
2. PROVIDE CHILLER WITH TWO COMPLETELY INDEPENDENT REFRIGERANT CIRCUITS.
3. PROVIDE A SINGLE POINT POWER CONNECTION TO THE CHILLER.
4. PROVIDE INDEPENDENT CIRCUIT FOR HEAT TRACE TAPE.

5. PROVIDE FACTORY MOUNTED DISCONNECT SWITCH AND POWER SUPPLY MONITOR.
6. PROVIDE UNIT WITH COIL COATING AND COIL GUARDS.
7. THE EER VALUES ARE AT AHRI CONDITIONS.
8. THE UNIT SHALL BE CAPABLE OF OPERATING AT 44°F LEAVING WATER TEMPERATURE.

APPENDIX A-ACC

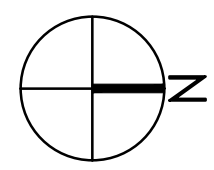
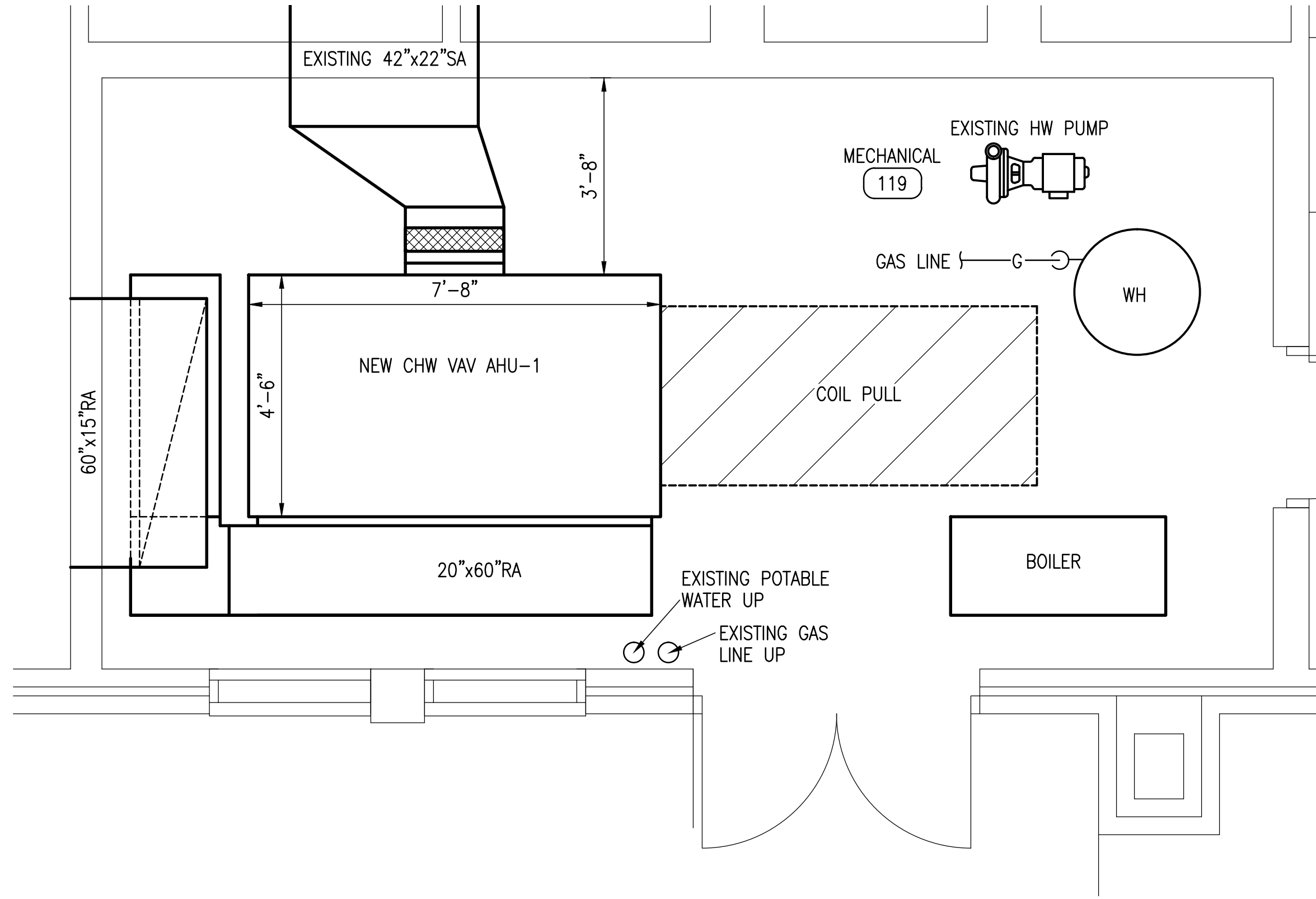
CHILLED WATER VARIABLE AIR VOLUME AIR HANDLING UNIT SCHEDULE																								
MARK	FAN DATA							CHILLED WATER COOLING COIL DATA											FILTER DATA			REMARKS		
	TYPE	SUPPLY AIR CFM MAX	OUTSIDE AIR CFM	E.S.P. IN. H ₂ O	MIN FAN HP	ELECTRICAL DATA			MAX. FACE VEL FPM	TOT. COOLING CAP. MBTU/HR	SENSIBLE COOLING CAP. MBTU/HR	ENTERING AIR TEMP.		LEAVING AIR TEMP.		CHILLED WATER DATA		MAX WPD FT	CONTROL VALVE		MAX. FACE VEL. FPM		TYPE	THICK
						VOLTS	PHASE	HERTZ				'Fdb	'Fwb	'Fdb	'Fwb	GPM	'F ENT.		TYPE	Cv				
AHU-1	VDT	10,000	2500	3.0	15	208	3	60	500	530	300	79.3	67.5	50.7	50.7	86	45	16	3-WAY	43	500	T-AWAY	2"	BELOW

LEGEND:
VDT - VERTICAL DRAW THRU

REMARKS:
 SUPPLY FANS SHALL BE VFD CONTROLLED.
 COOLING COILS SHALL BE COPPER TUBE/ALUMINUM FIN.
 PROVIDE EXTENDED LUBE LINES TO OUTSIDE OF UNIT CASING.
 ADJUST LOCATION OF UNITS IN MECHANICAL ROOMS AS REQUIRED FOR SERVICE AS RECOMMENDED BY MANUFACTURER.
 PIPE ALL CONDENSATE FROM UNITS TO DRAIN WITH TRAP.
 SPACE IS LIMITED IN MECHANICAL ROOM - PROVIDE AHU WITH MAX HEIGHT=106", MAX DEPTH=54" MAX WIDTH=92"

APPENDIX A-AHU

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ENLARGED MECHANICAL ROOM PLAN
SCALE: 1/4" = 1'-0"

APPENDIX B-AHU