



HILLSBOROUGH COUNTY HEALTH DEPARTMENT

Invitation to Bid

DOH12-030

**THE REPLACEMENT OF THE FIRE ALARM SYSTEM AT
DOWNTOWN MAIN FACILITY**

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
DOH12-030

| EVENT | DUE DATE | LOCATION |
|--|---|--|
| ITB Advertised-Released | January 10, 2013 | Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main.menu |
| Questions submitted in writing | Prior to 3:00 PM EST January 18, 2013 | Submit to: Hillsborough County Health Department Purchasing Lori Matthews 1105 E. Kennedy Blvd., Main Bldg. Room 316 Tampa, FL 33602 Fax: (813) 272-6249 E-mail: lori_matthews@doh.state.fl.us |
| Mandatory Site Visit and Conference Call | 9:00 AM EST January 23, 2013 | Hillsborough County Health Department, Main Building 1105 E. Kennedy Blvd., Room 323 Tampa, FL 33602 Conference Call Number: 888-670-3525 Participant Code: 7099319988 |
| Written Answers to Questions | January 28, 2013 | Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main.menu |
| Sealed Proposals Due and Opened | MUST BE RECEIVED PRIOR TO 3:00 PM EST February 6, 2013 | Hillsborough County Health Department Purchasing 1105 E. Kennedy Blvd., Main Bldg. Room 316 Tampa, FL 33602 |
| Anticipated posting of intent to Award | February 11, 2013 | Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main.menu |

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

The Florida Statutes can be accessed at www.leg.state.fl.us/statutes/

Only filings delivered by the U.S. Postal Service, a private delivery service, in person or by fax during business hours (8:00 a.m. - 5:00 p.m., Eastern time) will be accepted. Documents received after hours will be filed the following business day. No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp

of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.
The Agency Clerk's address:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, FL 32399-1703
850-245-4005

Agency Clerk
2585 Merchants Row Blvd.
Tallahassee, FL 32399

FAX: 850-410-1448
or 850-413-8743

SECTION 1.0 GENERAL CONTRACT CONDITIONS (PUR 1000), as amended

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

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

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000), as amended

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 provide all required materials, labor and equipment necessary for the replacement of the fire alarm system at the Hillsborough County Health Department Downtown Main Facility, 1105 E. Kennedy Blvd., Tampa, Florida 33602.

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

- ✓ Section 20.43 Florida Statute

3.2 Term

It is anticipated that the purchase order contract resulting from this ITB will be for approximately six months. Project must be completed prior to June 30, 2013.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 General Statement

The purpose of this Invitation to Bid (ITB) is for a qualified vendor/contractor to furnish and install all required material, labor and equipment necessary for the removal and replacement of the fire alarm system at the Hillsborough County Health Department Downtown Main Facility, 1105 E. Kennedy Blvd., Tampa, Florida 33602.

4.2 Specifications

Detailed specifications for this solicitation are provided as Attachment I to this ITB

Detailed drawings with inherent specifications depicting actual scope of work are incorporated by reference and are to be obtained from the engineering firm for this project as indicated below:

Carastro & Associates, Inc.

Attention: Cheryl Ciandella

2609 W. De Leon St.

Tampa, Florida 33609

Fax: (813) 874-9794

Email: Cheryl.Ciandella@carastro.com

4.3 Training

Onsite training at a minimum of two four hour sessions must be provided on the system operations, data analysis and preventative maintenance. Training dates will be determined by the Department. System tests and inspections shall be performed and recorded per the requirements outlined in the specifications and contract documents.

4.4 Literature/Manuals

All bids must meet or exceed all conditions and specifications of the ITB. When technical documentation is required by this ITB, it is to be provided with the ITB response submission to demonstrate compliance of the product proposed with applicable technical requirements of the ITB. The Department, in its sole discretion and in the best interest of the State, may determine the acceptability of the offer through technical documentation made available to the Department as of the date and time of ITB response opening. Such authority of the Department shall in no way relieve the respondent from the ultimate responsibility of submitting the required technical documentation, nor shall any respondent assume that such documentation is otherwise available to the Department. The Department shall not be responsible for the accuracy of the technical documentation in its possession.

Equipment operation manuals are required with all equipment and devices purchased and must be furnished upon delivery at no additional cost to the Department.

4.5 Warranty

All equipment purchased through a bid must be warranted for one (1) year from the date of installation against defects, poor workmanship, and insufficient performance.

The warranty must include, at a minimum, replacement of any defective part at no cost to the Department.

Warranty documentation is required with ITB response submission.

4.6 Delivery

All work shall be performed on Saturdays and Sundays and after business hours on Monday-Friday (5:00 pm to 2:00 am). All workers shall be escorted at all times by owner's designated representatives. The vendor/contractor shall schedule appropriate downtime during state holidays. Holiday schedule listed below. All work shall be scheduled with owner's representative before proceeding.

Substantial completion and installation of the new fire alarm system shall be done by April 20, 2013 and final inspection of the new fire alarm system shall be done May 3, 2013.

State Holiday Schedule

Christmas Day Tuesday, December 25th

New Year's Day Tuesday, January 1st

Martin Luther King Day Monday, January 21st

Memorial Day Monday, May 27th

4.7 Experience

The bid response shall include contact information for three (3) entities the bidder has provided commodities or services similar to those requested in this solicitation. Vendors shall use **Attachment III**, Experience Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department's determination is not subject to review or challenge.

4.8 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 III - Experience Form
- Attachment IV – Required Certifications
- Construction Schedule with Timeline
- Licenses – section 4.12
- Certifications – section 4.12
- Solicitation Guarantee – section 4.11

4.9 Mandatory Site Visit / Pre-Bid Conference

A mandatory site visit and pre-bid conference will be held at the time and location indicated in the Timeline. This provides the vendors with an opportunity to tour the facilities and to ask questions and seek clarifications about the bid. Answers to the written questions submitted in accordance with the ITB Timeline will be answered at the mandatory pre-bid conference. The Department may answer any additional questions at the pre-bid conference or defer them to a later date identified in the Timeline. This is the only forum available during the competitive bid process for answering questions and making clarifications.

Attendance at the mandatory site visit/pre-bid conference is a prerequisite for the acceptance of a bid response. Only vendors that complete the attendance sheet for the mandatory site visit / pre-bid conference will be considered responsive.

4.10 Price Page

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

4.11 Solicitation Guarantee/Surety Bond

All bids shall be accompanied by a surety bond in the amount of ten percent (10%) of the annual contract value and are conditioned upon the successful bidder submitting the specified performance bond specified in Section 6.14 within ten (10) calendar days following notice of award, in the form and manner required by the purchaser. Failure by a vendor to provide the required bid guarantee in the manner stated shall cause the bid to be considered non-responsive to this solicitation. The bid guarantee will be returned

after the opening of bids to all non-responsive bidders and to successful bidder after the contract is executed. The cost of the bid guarantee shall be borne by the bidder.

4.12 Commercial General Liability Insurance and Builder's Risk

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

During the life of this Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the Hillsborough County Health Department (HCHD). Prior to HCHD approval of this Agreement, and prior to commencing issuance of Notice to proceed with work, Contractor shall provide evidence of insurance coverage of the types and in the amounts required by submitting executed Certificates of Insurance. Each Certificate shall set forth the original manual signature of authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, certified true and exact copies of all required policies shall be provided to the HCHD upon request.

All policies of insurance required by this Agreement shall require that the insurer give the HCHD thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Hillsborough County Health Department Purchasing Department. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

All insurance coverage provided by the Contractor shall be primary to any insurance or self-insurance program of the HCHD which is applicable to the work provided for in this Agreement.

Receipt by the HCHD of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the Agreement does not constitute approval or agreement by the HCHD that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Agreement.

No work for the HCHD shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the HCHD and written Notice to Proceed with work is issued to the Contractor by the HCHD.

The insurance coverage and limits required of the Contractor under the Agreement are designed to meet the minimum requirements of the HCHD. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposures to loss under the Agreement or the insurance coverage needed therefore, it should seek professional assistance.

If the insurance coverage initially provided by the Contractor is to expire prior to completion of the work, renewal Certificates of Insurance shall be furnished to the HCHD thirty (30) days prior to expiration of current coverage.

Should the Contractor fail to maintain the insurance coverage required by the Agreement, the HCHD may, at its option, either terminate this Agreement for default or procure any pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the HCHD to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Agreement.

All liability insurance policies obtained by the Contractor to meet the requirements of the Agreement, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the HCHD, its employees and agents, and the professional shall be "additional insureds" under the policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity.

Coverage: Amounts and type of insurance shall conform to the following minimum requirements with the use of Acceptable Industry Standard Insurance Forms and Endorsements.

Worker's Compensation and Employer's Liability Insurance: Coverage shall be maintained by the Contractor for all employees engaged in the work, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

- \$1,000,000 Limit Each Accident
- \$1,000,000 Limit Disease Aggregate
- \$1,000,000 Limit Disease Each Employee

Commercial General Liability Insurance: Coverage shall include, but not be limited to, Personal and Advertising Injury, Contractual for this Agreement including any hold harmless and/or indemnification agreement, Independent Contractors, Broad Form Property Damage. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$ N/A
- Each Occurrence \$1,000,000
- Fire Damage (Any One fire) \$ N/A
- Specific Contract Aggregate Limits \$1,000,000

The Aggregate Limits shall be separately applicable through the use of endorsements.

If the General Liability Insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the Notice to Proceed with work date and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

Business Automobile Liability Insurance: Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability: \$1,000,000 Combined Single Limit
Each Accident

All Risk Coverage: For purposes of this contract, **Builder's Risk** coverage is required. The Contractor shall provide coverage which includes the following minimum requirements:

All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the HCHD. Coverages and endorsements must be on forms acceptable to the HCHD. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

Limit of coverage shall be 100% of the completed value of the work. Umbrella Liability Insurance or Excess Liability Insurance shall be maintained in force by the contractor providing the same coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages, without any gap between any applicable policy limits, and shall not be less than \$2,000,000, each occurrence and aggregate, if the aggregate limit is separately applicable to this specific project, or \$10,000,000 each occurrence and aggregate, if the aggregate limit is not separately applicable to this specific project.

Owner's Protective Liability Insurance, specific to this project, shall be maintained by the Contractor with the Owner as the Named Insured in a separate original policy which shall be furnished to the Owner prior to the Notice to Proceed and shall be on the Occurrence Form. The coverage shall also include liability for acts of the Contractor's subcontractors and subordinate subcontractors. The limit of coverage shall not be less than:

Bodily Injury & Property Damage Liability - \$1,000,000 Combined Single
Limit Each Accident

Note: Owner will provide All Risk Physical Loss and Damage Insurance Coverage during the lease term for the replacement value of the modular office unit.

Certificates of Insurance: Certificates of Insurance evidencing the insurance coverage specified herein shall be filed with the Purchasing Department, prior to approval of this Agreement by the HCHD. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Agreement.

Failure of the Contractor to submit the required Certificates of Insurance within the times required by this article may result in a delay in issuing the Notice to Proceed with Work. The parties specifically agree that Contractor's such failure to timely submit the required Certificates of Insurance is neither excusable nor compensable and will not entitle the Contractor to a change in the Construction cost or Extension of Contract Time.

4.13 Identical Tie Bids

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

4.14 Basis of Award

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

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.

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 PUR 1001 supersedes.

5.1 Instructions for Submittal

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

5.2 Instruction for Formatting

- Bidders are required to complete, sign, and return the "Title Page" with the bid submittal.
- Bidders shall submit all technical and pricing data in the formats specified in the ITB.
- Submit one (1) original bid and one electronic copy of the bid on 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.

5.3 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Art. I, Sec. 24, Fla. Constit and Chapter 119, F.S. It is expressly understood that any state contractor’s refusal to comply with these provisions of law shall constitute an immediate breach of the contract resulting from this ITB entitling the department to unilaterally terminate the contract. The successful bidder will be required to notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful bidder shall provide any documents requested by the Department in its standard word processing format (currently 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 failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the department against the same at its expense.

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

5.4 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.

5.5 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 and/or during a pre-bid conference, if applicable (see Section 5.4) will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:

Florida Department of Health-Hillsborough County Health Department
Attention: Lori Matthews
1105 Kennedy Blvd., Room 316
Tampa, FL 33602
Fax: 813-272-6249
Email: lori_matthews@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

5.6 Special Accommodations

Any person who requires special accommodations at the DOH Purchasing because of a disability should contact the DOH Purchasing Office at (850) 245-4199 at least five (5) work days prior to any pre-bid conference, bid opening, or meeting. If you are hearing or speech impaired, please make contact through the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.7 Minority and Service-Disabled Veteran Business - Participation

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

5.8 Subcontractor

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

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

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."

SECTION 6.0 SPECIAL CONDITIONS

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

6.1 Changes in Location

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

6.2 Cost of Preparation

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

6.3 Vendor Registration

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

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from 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://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the vendor to be aware of any addenda that might affect the submitted bid.

6.6 Certificate of Authority

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

6.7 Unauthorized Aliens

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

6.8 Purchase Order

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

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

6.9 Licenses, Permits, and Taxes

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

6.10 Termination

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

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

6.11 Conflict of Law and Controlling Provisions

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

6.12 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the department 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 respondent who responds to a request for information form being eligible to contract with a department." 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 E-Verify

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

6.14 Scrutinized Companies

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

6.15 Required Certificates

All vendors must sign and return with its reponse the Required Certifications form, Attachment IV **Any vendor failing to return the Required Certifications form will be considered nonresponsive**

6.16 W-9 Initiative

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

6.17 FLORIDA PREFERENCE

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

business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

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

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

ATTACHMENT I

Specifications

SECTION 16721 – FIRE ALARM SYSTEMS

PART 1 – GENERAL

1.0 DISCLAIMER:

- A. THIS DOCUMENT IS A DUPLICATION OF THE SPECIFICATIONS ON THE CONTRACT DRAWINGS. SHOULD THERE BE ANY DISCREPANCIES BETWEEN THIS DOCUMENT AND THE DRAWINGS – THE DRAWINGS SHALL PREVAIL. CONTRACTOR SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER AND HCHD PROJECT REPRESENTATIVE.

1.1 DESCRIPTION OF WORK:

- A. FIRE ALARM CONTRACTOR WILL ACT AS PRIME CONTRACTOR AND SHALL UNDER THIS PROJECT'S SCOPE RETAIN THE SERVICES OF A QUALIFIED ELECTRICAL CONTRACTOR. OWNER'S REPRESENTATIVE SHALL APPROVE ALL SUB CONTRACTORS PROPOSED FOR USE ON THIS PROJECT PRIOR TO INVITATION TO BID. ALL WORKERS (PRIME AND SUB) WILL BE REQUIRED TO ATTEND AN ORIENTATION PROGRAM IDENTIFYING RISKS AND OWNERS EXPECTATIONS.
- B. WEEKLY OR BI-WEEKLY CONSTRUCTION COORDINATION MEETINGS REQUIRING ATTENDANCE OF CONTRACTOR AND APPLICABLE SUB-CONTRACTORS TO MEET ON SITE DURING NORMAL BUSINESS HOURS WITH OWNER AND ENGINEER IS A REQUIREMENT OF THIS PROJECT.
- C. THE WORK, APPARATUS AND MATERIALS WHICH SHALL BE FURNISHED UNDER THESE SPECIFICATIONS AND ACCOMPANYING DRAWINGS SHALL INCLUDE ALL ITEMS SPECIFIED HEREINAFTER AND SHOWN ON THE DRAWINGS. ALL OTHER MATERIALS NECESSARY FOR THE COMPLETE INSTALLATION SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR TO PROVIDE COMPLETE ELECTRICAL/FIRE ALARM SYSTEMS AS INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN.
- D. THE WORK SHALL INCLUDE COMPLETE TESTING OF ALL EQUIPMENT AND WIRING AT THE COMPLETION OF THE WORK AND MAKING ANY MINOR CONNECTION CHANGES OR ADJUSTMENTS NECESSARY FOR THE PROPER FUNCTIONING OF THE SYSTEM AND EQUIPMENT. ALL WORKMANSHIP SHALL BE OF THE HIGHEST QUALITY AND NO SUBSTANDARD WORK WILL BE ACCEPTED.
- E. CONTRACTOR SHALL MAKE A THOROUGH EXAMINATION OF THE SITE AND THE CONTRACT DOCUMENTS. NO CLAIM FOR EXTRA COMPENSATION WILL BE RECOGNIZED IF DIFFICULTIES ARE ENCOUNTERED WHICH AN EXAMINATION OF SITE CONDITIONS AND CONTRACT DOCUMENTS PRIOR TO EXECUTING CONTRACT WOULD HAVE REVEALED.
- F. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IN FIELD PRIOR TO THE INITIATION OF WORK AND SHALL NOTIFY THE OWNERS AUTHORIZED REPRESENTATIVE OF ANY DISCREPANCIES OR CONDITION

INTERFERING WITH THE ABILITY OF THE CONTRACTOR TO COMPLETE WORK AS OUTLINED ON THE CONSTRUCTION DRAWINGS.

- G. ALL WORK SHALL BE PERFORMED ON SATURDAYS AND SUNDAYS, AND AFTER BUSINESS HOURS ON MONDAY-FRIDAY (5:00 PM TO 1:30 OR 2:00 AM). SCHEDULE ALL WORK WITH THE OWNER'S REPRESENTATIVE (ANDREW KHADAROO 813-307-8015 x 3203) BEFORE PROCEEDING.
- H. THE CONTRACTOR SHALL PERFORM ALL TEMPORARY WORK NECESSARY TO MAINTAIN CONTINUITY OF EXISTING FIRE ALARM SYSTEM WHEN CONNECTION IS MADE TO EXISTING SYSTEM. EXISTING SYSTEM SHALL NOT BE INTERRUPTED WITHOUT PRIOR CONSENT OF THE OWNER'S REPRESENTATIVE AND MAY BE INTERRUPTED ONLY AT AND FOR THE SPECIFIED TIME DESIGNATED BY OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE GUIDED BY THE OWNER'S REPRESENTATIVE AT ALL TIMES IN MATTERS AFFECTING THE EXISTING FACILITIES.
- I. DISRUPTION OF SERVICE OF THE ELECTRICAL AND MECHANICAL SYSTEMS SHALL BE PROHIBITED. IF ANY DISRUPTION IS REQUIRED, THE OWNERS REPRESENTATIVE SHALL BE NOTIFIED IN WRITING A MINIMUM OF ONE (1) WEEK IN ADVANCE.
- J. CUTTING OF EXISTING CONSTRUCTION FOR THE INSTALLATION OF NEW WORK BY ALL TRADES, AND THE SUBSEQUENT PATCHING THEREOF, SHALL BE THE RESPONSIBILITY OF THE PRIME CONTRACTOR, WHETHER THE WORK IS DONE BY HIS OWN FORCES OR NOT. GRINDING OF MATERIALS FOR REMOVAL SHALL BE NOT BE PERMITTED. UNWORKMANLIKE CUTTING, DAMAGE RESULTING THEREFROM AND UNACCEPTABLE PATCHING SHALL BE REPAIRED AND/OR REPLACED TO AN ACCEPTABLE CONDITION APPROVED BY THE OWNER.
- K. PROTECT ALL FURNISHINGS AND EQUIPMENT IN BUILDING FROM DUST, DRILLING RESIDUE AND DAMAGE AT ALL TIMES.
- L. PERFORM CUTTING, TRIMMING AND OTHER DIRT OR DEBRIS PRODUCING OPERATIONS AS REMOTELY AS POSSIBLE FROM THE INSTALLATION AREA IN A MANNER TO PREVENT CONTAMINATION TO THE FACILITY.
- M. DUST AND DEBRIS GENERATED DURING DRILLING, CUTTING AND OTHER INSTALLATION ACTIVITIES SHALL BE COLLECTED AT THE POINT OF ORIGINATION IMMEDIATELY UPON GENERATION. INSTALLER SHALL USE A VACUUM CLEANER EQUIPPED WITH A HIGH EFFICIENCY PARTICULATE AIR (HEPA) FILTER TO COLLECT ALL DUST DURING ALL OPERATIONS WHICH GENERATE DUST.
- N. THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED PRIOR TO CUTTING OF ANY STRUCTURAL ITEM (I.E. CONCRETE FLOOR, MASONRY, WALL, ETC.) WITHIN THE EXISTING BUILDING. METHOD OF CUTTING SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.
- O. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE EXISTING BUILDING WATERTIGHT DURING CONSTRUCTION AND THE BUILDING SECURE IN THE CONSTRUCTION AREA.
- P. ORANGE 'ISOLATED GROUND' RECEPTACLES SHALL NOT BE USED FOR ANY REASON.

- Q. PATCH MATERIAL SHALL MATCH EXISTING ADJACENT MATERIALS AS CLOSELY AS POSSIBLE IN COLOR, PATTERN, AND/OR TEXTURE.
- R. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ANY/ALL CEILING TILES DAMAGED DURING DEMOLIITON/NEW CONSTRUCTION. NEW CEILING TILES TO MATCH EXISTING.
- S. THE BUILDING IN WHICH NEW CONSTRUCTION IS TO BE PERFORMED IS FULLY OCCUPIED AND WILL REMAIN IN OPERATION DURING THE ENTIRE CONSTRUCTION PERIOD. CONTRACTOR SHALL BE RESPONSIBLE TO CLEAN UP AFTER EACH WORK DAY INCLUDING: DUST/DEBRIS REMOVAL, BROOM SWEEP, VACUUM, CEILING TILE REPLACEMENT, ETC. ALL NON-SALVAGED CONSTRUCTION MATERIALS TO BE REMOVED FROM THE SITE DAILY.
- T. TEMPORARY BARRICADES AND OTHER SAFETY MEASURES SHALL BE ERECTED AROUND HAZARDOUS AREAS IN ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.
- U. THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED AND SHALL APPROVE THE USE OF ALL MECHANICALLY DRIVEN FASTENERS (I.E. POWER DRIVEN ANCHORS, ETC.).
- V. SCHEDULE AND PERFORM ALL CONSTRUCTION WORK SUCH THAT SECURITY OF THE BUILDING IS MAINTAINED 100% OF THE TIME THROUGHOUT THE CONSTRUCTION PERIOD. COORDINATE WITH AND FOLLOW OWNER'S DIRECTIONS.
- W. CONTRACTOR SHALL OBTAIN A "BURN PERMIT" FROM THE OWNER TO PERFORM ANY WORK WITH AN OPEN FLAME "NOTIFICATION" 72 HOUR ADVANCE WRITTEN NOTIFICATION TO THE OWNERS DESIGNATED REPRESENTATIVE IS REQUIRED. EXHAUST OF ALL OPEN FLAME WORK SHALL BE THE CONTRACTORS RESPONSIBILITY.
- X. ALL CONTRACTORS ARE REQUIRED TO COORDINATE THEIR WORK WITH OTHER TRADES. LACK OF THIS COORDINATION RESULTING IN ADDED COST TO THE CONTRACT WILL BE BORNE BY THE CONTRACTOR.
- Y. ALL TOOLS/MATERIALS ARE TO BE PROPERLY STORED OUTSIDE THE MAIN BUILDING IN AN APPROPRIATE STORAGE UNIT. AN ASSIGNED AREA WILL BE DESIGNATED BY THE OWNER'S REPRESENTATIVE.
- Z. COORDINATION OF EQUIPMENT DELIVERIES TO THIS FACILITY IS A CRITICAL ACTIVITY IN PROJECT CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE ON SITE TO ACCEPT AND SIGN FOR ANY DELIVERIES FOR THEIR EQUIPMENT/MATERIALS SHIPPED. THE OWNER OR FACILITY EMPLOYEES ARE NOT RESPONSIBLE TO ACCEPT AND SIGN FOR CONTRACTORS DELIVERIES.
- AA. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL INSURE THAT ALL SYSTEMS OPERATE AS DESIGNED AND REQUIRED AND SHALL REVIEW THEIR OPERATION WITH THE OWNER'S REPRESENTATIVE. AT THE END OF CONSTRUCTION AND TESTING FURNISH TO THE ENGINEER CLOSE OUT DOCUMENTS. PROVIDE ONE COPY IN READABLE FORMAT ON DISKETTE AND (3) THREE SETS OF THE FOLLOWING IN 3 RING BINDERS:

1. SET OF AS-BUILT DRAWINGS INCLUDING EQUIPMENT CUT SHEETS.
2. OPERATION AND MAINTENANCE MANUALS.
3. MAINTENANCE CONTRACT FOR HCHD TO REVIEW FOR CODE REQUIRED YEARLY INSPECTIONS.
4. CERTIFICATE OF ACCEPTANCE FROM THE FIRE INSPECTOR AND BUILDING DEPARTMENT.
5. COPY OF CERTIFICATE OF INSURANCE.
6. RELEASE OF LIEN FROM PRIME CONTRACTOR AND ANY SUBCONTRACTORS.
7. PRIME CONTRACTOR AND PRODUCT WARRANTIES AS REQUIRED BY THESE CONTRACT DOCUMENTS.

1.2 CODES:

- A. THE WORK SHALL BE IN CONFORMANCE WITH THE LATEST ADOPTED VERSION OF THE FOLLOWING:

| | | |
|----------|---|------|
| NFPA 70 | NATIONAL ELECTRIC CODE | 2008 |
| NFPA 72 | NATIONAL FIRE ALARM CODE | 2007 |
| NFPA 90A | STANDARD FOR THE INSTALLATION OF AIR CONDITIONING AND VENTILATING SYSTEMS | 2009 |
| NFPA 101 | LIFE SAFETY CODE | 2009 |
| FBC | FLORIDA BUILDING CODE | 2010 |

- B. THE INSTALLATION SHALL ALSO COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF LOCAL AND STATE LAWS AND ORDINANCES. INCLUDE IN THE WORK, WITHOUT EXTRA COST, ANY LABOR, MATERIALS, SERVICES, APPARATUS AND DRAWINGS REQUIRED TO COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS. INFORM THE ARCHITECT OF ANY WORK OR MATERIALS WHICH CONFLICT WITH ANY OF THE APPLICABLE CODES, STANDARDS, LAWS AND REGULATIONS BEFORE SUBMITTING THEIR BID.

1.3 SAFETY:

- A. ALL ELECTRICAL EQUIPMENT SHALL BE SO CONSTRUCTED, INSTALLED, PROTECTED AND MAINTAINED THAT SAID ELECTRICAL EQUIPMENT WILL BE TO SUCH EXTENT AS IS REASONABLY POSSIBLE, SAFE AND FREE FROM DANGER OF ACCIDENT OR INJURY BY SHOCK, FIRE OR OTHERWISE TO EITHER PERSON OR PROPERTY.
- B. PROVIDE ARC FLASH WARNINGS ON ELECTRICAL PANELS AND SWITCHBOARDS TO COMPLY WITH NFPA 70E AND NEC 110.16

1.4 INTERFERENCES:

- A. THE PLANS ARE GENERALLY DIAGRAMMATIC AND THE CONTRACTOR SHALL COORDINATE THE WORK WITH THE DIFFERENT TRADES SO THAT INTERFERENCES BETWEEN CONDUITS, PIPING, EQUIPMENT, ARCHITECTURAL AND STRUCTURAL WORK WILL BE AVOIDED. ALL NECESSARY OFFSETS IN RACEWAYS, FITTINGS, ETC. REQUIRED TO

PROPERLY INSTALL THE WORK SHALL BE FURNISHED SO AS TO TAKE UP A MINIMUM SPACE, AND ALL MATERIALS REQUIRED TO ACCOMPLISH THIS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR WITHOUT ADDITIONAL EXPENSE TO THE OWNER. IN CASE INTERFERENCE DEVELOPS, ADVISE THE ENGINEER AND/OR OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.

1.5 MATERIALS:

- A. IN GENERAL, MATERIALS AND APPARATUS SHALL COMPLY WITH ALL APPLICABLE TESTS, RATINGS, SPECIFICATIONS, AND REQUIREMENTS OF THE IEEE AND NEMA AND SHALL BEAR THE APPROVED DEVICE LABEL OF THE UNDERWRITERS' LABORATORIES, INC.
- B. ANY MATERIAL OR PRODUCT SPECIFIED HEREIN OR ON THE DRAWINGS BY MANUFACTURER AND CATALOG NUMBER AFTER WHICH THE TERM "OR EQUAL" DOES NOT APPEAR SHALL BE INTERPRETED AS LIMITING SUCH ITEMS BY A PREDETERMINED SELECTION AS STATED. IN SUCH INSTANCES NO SUB-SITUATIONS WILL BE ALLOWED. ANY MANUFACTURER AND CATALOG NUMBER FOLLOWED BY THE TERM "OR EQUAL" SHALL BE INTERPRETED TO MEAN EQUAL IN QUALITY, VALUE, AND INTEGRAL PROPERTIES AND SIMILAR IN APPEARANCE, DESIGN, AND FUNCTIONS. THE CONTRACTOR MAY IN THESE INSTANCES AFTER OBTAINING WRITTEN APPROVAL OF THE OWNER AND ENGINEER, SUBSTITUTE MATERIALS OR PRODUCTS OTHER THAN THE ONE NAMED.
- C. THE CONTRACTOR SHALL SUBMIT A LIST OF PRINCIPAL MATERIAL ITEMS, GIVING MANUFACTURER'S NAMES AND CATALOG NUMBERS. APPROVAL OF THE LIST SHALL BE OBTAINED FROM THE OWNER'S REPRESENTATIVE AND ENGINEER BEFORE ORDERS ARE PLACED.

1.6 GUARANTEE:

- A. CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL RECTIFY ANY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP AND PAY FOR ANY DAMAGE TO OTHER WORK RESULTING THEREFROM WITHIN SAID PERIOD. THE OWNER WILL GIVE NOTICE OF DEFECTS WITH REASONABLE PROMPTNESS.

1.7 IDENTIFICATION OF EQUIPMENT:

- A. IDENTIFICATION OF EQUIPMENT SHALL BE PROVIDED FOR ALL ELECTRICAL EQUIPMENT INSTALLED BY THE CONTRACTOR. ENGRAVED LAMINATED PLASTIC NAMEPLATES SHALL BE PROVIDED AND IDENTIFICATION SHALL CLEARLY DESCRIBE THE EQUIPMENT AND FUNCTION. COORDINATE NAMES ABBREVIATIONS AND OTHER DESIGNATIONS USED IN ELECTRICAL IDENTIFICATION WORK WITH CORRESPONDING DESIGNATIONS SHOWN, SPECIFIED OR SCHEDULED. PROVIDE NUMBERS, LETTERS AND WORDING AS INDICATED OR IF NOT OTHERWISE INDICATED, AS RECOMMENDED BY MANUFACTURER OR AS REQUIRED FOR PROPER IDENTIFICATION AND MAINTENANCE OF ELECTRICAL SYSTEMS AND EQUIPMENT.
- B. INSTALL LABEL TAGS ON ALL WIRE AND CABLE IN JUNCTION BOXES, WIREWAYS AND WIRING GUTTERS OF PANELS. TAGS SHALL IDENTIFY WIRE OR CABLE CIRCUIT NUMBER AND/OR EQUIPMENT SERVED AS SHOWN ON DRAWINGS.

- C. ALL JUNCTION BOXES TO BE DESIGNATED WITH PERMANENT MARKER INDICATING PANELBOARD AND CIRCUIT NUMBERS OF BRANCH CIRCUIT WIRING CONTAINED WITHIN.
 - D. PANELBOARD DIRECTORIES SHALL BE UPDATED/TYPEWRITTEN WITH ACCURATE AND CURRENT INFORMATION BY THE CONTRACTOR AT THE END OF CONSTRUCTION. DIRECTORIES SHALL REFLECT EXISTING UNCHANGED AND NEW RECORD CONDITIONS AND INCLUDE CIRCUIT NUMBER, TYPE AND LOCATION OF LOAD.
- 1.8 RACEWAYS AND FITTINGS: UNLESS OTHERWISE NOTED ALL CONDUCTORS SHALL BE RUN IN THIN WALL CONDUIT (INSIDE BUILDING) UNLESS OTHERWISE INDICATED:
- A. CONDUITS RUN EXPOSED ON EXTERIOR OF THE BUILDING OR BELOW GRADE SHALL BE RIGID STEEL CONDUIT. SCH 40 PVC CONDUIT IS ACCEPTABLE BELOW GRADE PROVIDED RIGID STEEL RISERS ARE USED.
 - B. RACEWAYS:
 - 1. EXPOSED OR CONCEALED IN WALLS OR ABOVE CEILINGS-EMT.
 - 2. FOR INTERIOR CONNECTIONS TO MOTORS, TRANSFORMERS AND VIBRATING EQUIPMENT - FLEXIBLE METAL CONDUIT.
 - 3. FOR CONNECTIONS TO MOTORS, ETC. EXPOSED TO WEATHER-SEALTIGHT. (SEALTIGHT FITTINGS SHALL BE STEEL - INSULATED THROAT TYPE).
 - C. ALL CONDUITS SHALL BE PROPERLY ALIGNED, GROUPED AND SUPPORTED. EXPOSED CONDUIT SHALL BE INSTALLED AT RIGHT ANGLES TO OR PARALLEL TO THE PRINCIPAL STRUCTURAL MEMBERS. PROVIDE SUPPORT A MINIMUM OF 18" FROM BENDS AND OUTLET BOXES AND ON INTERVALS NOT TO EXCEED 8'-0". CONDUIT IS NOT TO SPAN ANY SPACE UNSUPPORTED. ALL CONDUIT SHALL BE SUPPORTED FROM STRUCTURE AND NOT FROM CEILING SUPPORT SYSTEM.
 - D. PROVIDE NYLON PULL CORD AND LEAVE IN PLACE IN EACH EMPTY CONDUIT.
 - E. THIN WALL CONDUIT:
 - 1. THIN WALL CONDUIT SHALL BE UNDERWRITERS' APPROVED GALVANIZED ELECTRICAL METALLIC TUBING. COUPLINGS AND CONNECTORS FOR CONDUIT SHALL BE STEEL HEX-NUT, ZINC OR CADMIUM PLATED SET SCREW TYPE FITTINGS.
 - F. FLEXIBLE METALLIC CONDUIT:
 - 1. FLEXIBLE METALLIC CONDUIT IN DRY LOCATIONS SHALL BE UNDERWRITERS' APPROVED, ZINC COATED, SINGLE STRIP TYPE. FITTINGS SHALL BE AS MANUFACTURED BY THOMAS AND BETTS "TITE-BITE", STRAIGHT OR ANGLE CONNECTORS OR APPROVED EQUAL.

2. FLEXIBLE CONDUIT IN DAMP OR WET LOCATIONS SHALL BE UNDERWRITERS' APPROVED FLEXIBLE, LIQUID-TIGHT METAL CONDUIT. FITTINGS SHALL BE AS MANUFACTURED BY APPLETON, CROUSE-HINDS OR THOMAS AND BETTS.

G. RIGID STEEL CONDUIT:

1. RIGID STEEL CONDUIT SHALL BE UNDERWRITERS' APPROVED HOT-DIP GALVANIZED, ZINC METTALIZED, OR SHERADIZED. THE THREADED ENDS OF THE CONDUIT SHALL BE ZINC COATED AND SHALL BE THREADED TYPE. DOUBLE LOCK NUTS SHALL BE USED ON ALL CONDUIT TERMINATIONS EXCEPT THREADED HUBS.
2. ALL CONDUIT SHALL BE MADE UP TIGHT AND NO RUNNING THREADS WILL BE PERMITTED, "ERICSON" COUPLINGS BEING USED WHERE NECESSARY. ALL CONDUIT RUNS BELOW GRADE OR UNDER FLOORS ON GRADE SHALL BE GIVEN A HEAVY COAT OF ASPHALTIC TYPE PAINT.

1.9 BOXES:

- A. ALL BOXES SHALL BE RIGIDLY MOUNTED AND SHALL BE EQUIPPED WITH SUITABLE SCREW FASTENED COVERS. OPEN KNOCK-OUTS OR HOLES IN BOXES SHALL BE PLUGGED WITH A SUITABLE BLANKING DEVICE.
- B. OUTLET BOXES FOR EXPOSED WALL MOUNTING, AND OUTDOOR INSTALLATIONS SHALL BE CAST METAL TYPE "FS" OR "FD" BOXES WITH SUITABLE GALVANIZED SHEET COVERS, OR CAST METAL WEATHERPROOF OR VAPOR TIGHT COVERS WHEN NOTED ON THE DRAWINGS. WEATHERPROOF RECEPTACLE COVERS SHALL HAVE SPRING HINGE LIDS.
- C. PROVIDE EXTENSION RINGS WHERE REQUIRED TO BRING OUTLETS/DEVICES FLUSH WITH FACE OF FINISHED WALLS.
- D. ABOVE CEILING JUNCTION BOXES SHALL BE MOUNTED NO HIGHER THAN BOTTOM CHORD OF THE TRUSS/BAR JOIST OR NOT BE MORE THAN 4'-0" ABOVE ACCESSIBLE CEILING WHICHEVER IS LOWER.
- E. INSTALL ELECTRICAL BOXES IN THOSE LOCATIONS WHICH ENSURE READY ACCESSIBILITY TO ENCLOSED ELECTRICAL WIRING. ALL NEW JUNCTION BOXES WITHIN THE PROJECT AREA SHALL BE MADE ACCESSIBLE. WHERE REQUIRED, PROVIDE ACCESS PANELS OF ADEQUATE SIZE FOR ACCESSIBILITY.

1.10 CONDUCTORS:

- A. ALL MINIMUM BRANCH CIRCUITS SHALL BE FEED WITH # 12 AWG COPPER WIRE, 1/2" CONDUIT AND 20 AMP. SINGLE POLE CIRCUIT BREAKERS UNLESS NOTED OTHERWISE. ANY BRANCH CIRCUIT LARGER THAN 20 AMPS IS NOTED.
- B. UNLESS OTHERWISE INDICATED, ALL BRANCH CIRCUIT CONDUCTORS SHALL BE NO. 12 AWG. BRANCH CIRCUITS RUN OVER 75 FEET IN LENGTH, MEASURING ONE WAY FROM THE FIRST OUTLET OF THE CIRCUIT TO THE PANEL, SHALL BE NO. 10 AWG FOR THE ENTIRE CIRCUIT

- C. SPLICES, TAPS AND ATTACHMENT FITTINGS AND LUGS SHALL BE ELECTRICALLY AND MECHANICALLY SECURE AND SOLDERLESS FOR CONDUCTORS SIZES NO. 8 AWG AND LARGER. THERE SHALL BE PLENTY OF SLACK CABLE IN BOXES, OUTLETS AND CABINETS TO INSURE THAT THERE IS NO BINDING AT THE BUSHINGS. ALL LUGS SHALL BE OF THE CORRECT SIZES FOR THE CONDUCTORS JOINED AND IN NO CASE SHALL STRANDS BE CUT FROM A CONDUCTOR IN ORDER TO FIT THE CONDUCTOR INTO A LUG. TAPING OF JOINTS SHALL BE WITH VINYL PLASTIC ELECTRICAL TAPE TO SECURE INSULATION STRENGTH EQUAL TO THAT OF THE CONDUCTORS JOINED.
- D. ALL CONDUCTORS SHALL BE COPPER, CONDUCTOR INSULATION SHALL BE DUAL TYPE THHN/THWN 75°C. (167°F.) FOR DRY, DAMP & WET LOCATIONS. CONDUCTOR INSULATION WITH SINGLE TYPE MARKING THHN 90°C. (194°F.)MAY BE USED FOR DRY LOCATIONS ONLY. ALL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY NEC AND FURTHER IDENTIFIED AND CODED AS SPECIFIED HEREINAFTER. COLOR CODING SHALL BE BY MEANS OF COLORED INSULATING MATERIAL, COLORED BRAID OR JACKET OVER THE INSULATION OR BY MEANS OF SUITABLE COLORED, PERMANENT, NON-AGING, INSULATING TAPE APPLIED TO CONDUCTORS AT EACH CABINET OR JUNCTION POINT. THE COLOR CODING SHALL BE ACCOMPLISHED AS THE CONDUCTORS ARE INSTALLED. THE FOLLOWING SYSTEMS OF COLOR CODING SHALL BE STRICTLY ADHERED TO:

- 1. ISOLATED GROUND: GREEN/YELLOW
- 2. GROUND LEADS: GREEN
- 3. GROUNDED NEUTRAL LEADS: WHITE
- 4. 120/208 VOLT, UNGROUNDED PHASE WIRES: BLACK, RED AND

BLUE

THE COLOR CODE ASSIGNED TO EACH PHASE WIRE SHALL BE CONSISTENTLY FOLLOWED THROUGHOUT.

- E. ALL WIRING IN CEILING SPACE OR IN AIR HANDLING PLENUMS NOT IN CONDUIT SHALL BE UL LISTED AS SUITABLE FOR PLENUM USE.
- F. ALL CONDUITS AND WIRING PENETRATING RATED FLOORS AND WALLS SHALL BE SEALED TO MAINTAIN FIRE RATING AND INTEGRITY OF SEPARATION.

1.11 GROUNDING:

- A. THE INTERIOR ELECTRICAL SYSTEMS SHALL BE COMPLETELY AND EFFECTIVELY GROUNDED AS REQUIRED BY THE NEC AND AS SPECIFIED HEREINAFTER.
- B. ALL METALLIC RACEWAYS SHALL BE MECHANICALLY AND ELECTRICALLY SECURE AT ALL JOINTS AND AT ALL BOXES, CABINETS, FITTINGS, AND EQUIPMENT. METALLIC RACEWAYS SHALL BE CONNECTED TO A DIRECT GROUND AT THE POINT OF ELECTRICAL SERVICE ENTRANCE AND SHALL BE ELECTRICALLY CONTINUOUS THROUGHOUT THE ENTIRE SYSTEM.
- C. ALL GROUND CONDUCTORS SHALL BE INSULATED COPPER UNLESS OTHERWISE NOTED.

- D. ALL RACEWAYS WITH NO. 10 OR 12 AWG PHASE CONDUCTORS FOR NEW BRANCH CIRCUITS SHALL BE PROVIDED WITH A PARITY SIZED GREEN EQUIPMENT GROUND CONDUCTOR. GROUND CONDUCTOR SHALL BE INSTALLED IN ENTIRE RACEWAY SYSTEM. EQUIPMENT GROUND CONDUCTOR SIZES FOR CIRCUITS WITH PHASE CONDUCTORS LARGER THAN NO. 12 AWG ARE INDICATED ON DRAWINGS. GROUND CONDUCTORS SHALL BE CONNECTED TO GROUND BUSS IN PANELBOARDS.
- E. TERMINATE FEEDER AND BRANCH CIRCUIT INSULATED EQUIPMENT GROUNDING CONDUCTORS WITH GROUNDING LUG, BUS, OR BUSHING. CONDUCTORS LOOPED UNDER SCREW OR BOLT HEADS WILL NOT BE PERMITTED.
- F. INSTALL CLAMP-ON CONNECTORS ON CLEAN METAL CONTACT SURFACES TO ENSURE ELECTRICAL CONDUCTIVITY AND CIRCUIT INTEGRITY.
- G. PROVIDE A GROUNDING BUSHING AND A CONTINUOUS COPPER BONDING JUMPER FROM THE BUSHING TO THE EQUIPMENT GROUND BUS IN ALL FEEDERS. THE BONDING JUMPER SHALL BE THE SAME SIZE AS THE EQUIPMENT GROUND CONDUCTOR.

1.12 CIRCUIT PROTECTIVE DEVICES:

- A. CIRCUIT BREAKERS FOR MOUNTING IN EXISTING PANELBOARDS SHALL BE MOLDED PLASTIC CASE, AIR CIRCUIT BREAKER TYPE. BREAKERS SHALL HAVE THERMAL MAGNETIC TRIP UNITS AND MULTI-POLE BREAKERS SHALL HAVE A COMMON TRIP BAR SO THAT THE TRIPPING OF ONE POLE WILL AUTOMATICALLY TRIP ALL POLES OF THE BREAKER. BREAKERS SHALL BE TRIP FREE AND TRIP INDICATING AND SHALL HAVE QUICK-MAKE, QUICK-BREAK CONTACTS.

1.13 FIRE ALARM SYSTEM:

- A. THE EXISTING STAND ALONE FIRE ALARM SYSTEM IS TO BE REMOVED AND REPLACED WITH A NEW ADDRESSABLE TYPE SYSTEM.
- B. ALL NEW/EXISTING CIRCUIT BREAKERS USED FOR THE NEW FIRE ALARM SYSTEM CONTROL PANELS AND/OR POWER SUPPLIES SHALL HAVE A LOCKING DEVICE INSTALLED TO PREVENT ACCIDENTAL SHUTOFF.
- C. UPON COMPLETION OF INSTALLATION OF THE NEW FIRE ALARM SYSTEM THE CONTRACTOR SHALL REMOVE EXISTING FIRE ALARM SYSTEM DEVICES BEING REPLACED BY THE NEW SYSTEM. REMOVE COMPLETELY ALL EXISTING WIRING AND EQUIPMENT MADE UNNECESSARY BY THE NEW INSTALLATION. ALL MATERIALS REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR INCLUDING REMOVAL OF CONSTRUCTION DEBRIS ON A DAILY BASIS.
- D. REPAIR ALL BUILDING SURFACES TO MATCH EXISTING (ORIGINAL/LIKE NEW CONDITIONS) INCLUDING PATCHING MOUNTING HOLES AS REQUIRED WHERE SURFACES ARE DAMAGED DUE TO DEMOLITION OF EXISTING SYSTEMS.

- E. THE CONTRACTOR SHALL PROVIDE RUBBER MATS AND PLYWOOD COVERS FOR ALL OWNERS EQUIPMENT SUSCEPTIBLE TO DAMAGE. VERIFY SPECIFIC LOCATIONS WITH OWNER'S REPRESENTATIVE.
- F. ALL MATERIALS REMOVED BY CONTRACTOR UNDER THIS CONTRACT SHALL BE DISPOSED OF BY THE CONTRACTOR. HOWEVER, THE OWNER'S REPRESENTATIVE RETAINS THE RIGHT TO RETAIN OWNERSHIP OF ANY EQUIPMENT SCHEDULED TO BE DEMOLISHED.
- G. FURNISH AND INSTALL A COMPLETE FIRE ALARM SYSTEM AS DESCRIBED HEREIN AND AS SHOWN ON THE PLANS: TO BE WIRED, CONNECTED, AND LEFT IN FIRST CLASS OPERATING CONDITION. INCLUDE A CONTROL PANEL, REMOTE ANNUNCIATOR PANEL(S) NEW MANUAL PULL STATIONS, AUTOMATIC FIRE DETECTORS, DUCT DETECTORS, ADA COMPLIANT VISUAL ONLY AND/OR AUDIBLE VISUAL DEVICES, REMOTE CONTROL DEVICES, ALL WIRING, CONNECTIONS TO DEVICES, OUTLET BOXES, JUNCTION BOXES, AND ALL OTHER NECESSARY MATERIAL FOR A COMPLETE FULLY FUNCTIONAL AND OPERATING SYSTEM.
- H. EACH AND ALL ITEMS OF THE FIRE ALARM SYSTEM SHALL BE LISTED AS A PRODUCT OF A SINGLE FIRE ALARM SYSTEM MANUFACTURER UNDER THE APPROPRIATE CATEGORY BY THE 'U.L.' LABEL ALL CONTROL EQUIPMENT IS TO BE LISTED UNDER UL CATEGORY UOJZ AS A SINGLE CONTROL UNIT. PARTIAL LISTING SHALL NOT BE ACCEPTABLE.
- I. IN ADDITION TO THE UL-UOJZ REQUIREMENT MENTIONED ABOVE, THE SYSTEM CONTROLS SHALL BE UL LISTED FOR POWER LIMITED APPLICATIONS PER NEC 760. ALL CIRCUITS MUST BE MARKED IN ACCORDANCE WITH NEC ARTICLE 760-23.
- J. FIRE ALARM SYSTEM INSPECTIONS AND TESTS:
 - 1. THE SYSTEM SHALL BE INSTALLED AND INSPECTED BY A CERTIFIED INSTALLER AND SHALL BE FUNCTIONALLY TESTED IN THE PRESENCE OF THE OWNER AND THE FIRE MARSHAL. (ADVISE ENGINEER)
 - 2. FIRE ALARM INSPECTIONS AND TEST FORM - NFPA 72, FIGURE 7-5.2.2 - MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED PERSON FOR THE FIRE ALARM INSTALLER. INSPECTIONS ARE REQUIRED WITH SIGN-OFFS BY:
 - a. BUILDING INSPECTOR.
 - b. FIRE ALARM SYSTEM BY LOCAL FIRE INSPECTOR.
 - 3. CONTRACTOR MUST NOTIFY ENGINEER OF THE PRELIMINARY AND/OR FINAL INSPECTIONS 14 DAYS PRIOR TO INSPECTION. CONTRACTOR SHALL BE RESPONSIBLE DEMONSTRATOR FOR THE VARIOUS TESTS AND INSPECTIONS REQUIRED OR MAY BE RESPONSIBLE TO HAVE QUALIFIED CRAFTSMAN WITH TOOLS, LADDERS, METER AND DRAWINGS IMMEDIATELY AVAILABLE IF NEEDED AS SUPPORT FOR OTHERS. A COMPLETE DEMONSTRATION OF THE FIRE ALARM SYSTEM WILL BE REQUIRED.
- K. AFTER DEMONSTRATION TESTS FOR BUILDING INSPECTOR AND/OR FIRE MARSHAL, SYSTEM REPORT (CERTIFICATION) IS TO BE

COMPLETED AND SUBMITTED TO THE OWNER'S AUTHORIZED REPRESENTATIVE WITH COPY TO ENGINEER. THE FOLLOWING SHALL BE FURNISHED AND INSTALLED AT THE NEW 'FACP' LOCATION:

1. WALL HUNG POCKET FOLDER.
 2. THREE RING BINDER FOR MOUNTING IN THE POCKET HOLDER
- WITH:
- a. FIRE ALARM TESTS AND LOG.
 - b. TEST DATA LOGS UPGRADE AS REQUIRED.
- L. UNLESS OTHERWISE NOTED ALL WIRING TO BE NO. 14 AWG COPPER AND SUITABLE FOR USE WITH POWER LIMITED CIRCUITS. ALL FIRE ALARM CONDUCTORS TO BE RUN IN CONDUIT (MINIMUM 1/2 INCH) SPOT PAINT ALL FIRE ALARM CONDUIT AND JUNCTION BOXES "RED". CONDUIT TO BE IDENTIFIED TO WITHIN 6" OF THE BOX OR ENCLOSURE.
- M. THE USE OF PLENUM CABLES (IN LIEU OF CONDUIT) IS ACCEPTABLE ONLY UPON WRITTEN AUTHORIZATION FROM OWNER AND FIRE MARSHAL. CONDUCTORS SHALL BE PLENUM RATED-TYPE FPLP FOR USE ABOVE CEILING AND TYPE FPLR FOR RISER CABLE AND SHALL COMPLY WITH NEC-760.
- N. DEVICE PLACEMENT:
1. VISUAL ALARM DEVICE:
 - a. INSTALLATION IN THE CEILING IS NOT ACCEPTABLE
 - b. 80 INCHES FROM THE FLOOR OR 6 INCHES FROM THE CEILING (TO BOTTOM OF DEVICE), WHICHEVER IS CLOSER.
 2. MANUAL STATION:
 - a. THE HIGHEST OPERABLE PART NOT MORE THAN 48 INCHES ABOVE THE FLOOR.
 3. CEILING MOUNTED DETECTORS:
 - a. SHALL NOT BE CLOSER THAN 24 INCHES FROM ANY VERTICAL OBSTRUCTION (BEAM, COLUMN, AIR CONDITIONER DUCT ETC.)
 - b. SHALL NOT BE CLOSER THAN 3 FEET FROM, NOR IN THE DIRECT PATH OF A SUPPLY REGISTER.
 - c. OUTLET BOXES FOR DETECTORS IN CEILINGS SHALL BE MOUNTED FLUSH IN LAY-IN CEILING AND SHALL BE SUPPORTED FROM TEEBAR HANGERS.
 - d. ADDRESSABLE INPUT AND OUTPUT DEVICES SHALL BE LOCATED ABOVE THE ACCESSIBLE CEILING AT THE MONITORED DEVICE UNLESS OTHERWISE NOTED.

- O. ALL NEW FIRE ALARM SYSTEM OUTLET BOXES SHALL BE FOUR INCH OCTAGONAL X TWO AND ONE-EIGHTH INCHES DEEP OR AS REQUIRED BY EQUIPMENT MANUFACTURER.
- P. OUTLET BOXES FOR DETECTORS IN CEILINGS SHALL BE FLUSH MOUNTED AND SHALL BE SUPPORTED FROM TEE BAR HANGERS.
- Q. LOCATE DEVICES TO AVOID ANY CONFLICT WITH HVAC DUCTS.
- R. IDENTIFY ALL FIRE ALARM SMOKE DETECTORS WITH POINT (ADDRESS) NUMBER.
- S. ALL AUDIBLE AND STROBE SIGNAL DEVICES SHALL BE SUPERVISED.
- T. SUBMIT SHOP DRAWINGS: MINIMUM (5) COPIES OF MANUFACTURER'S TECHNICAL PRODUCT DATA, INCLUDING SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR EACH TYPE OF FIRE ALARM SYSTEM EQUIPMENT. INCLUDE ONE-LINE RISER AND WIRING DIAGRAM SHOWING ALL EQUIPMENT AND THE SIZE, TYPE AND NUMBER OF ALL CONDUCTORS.
- U. CONTRACTOR SHALL FIELD COORDINATE WITH SECURITY SYSTEM VENDOR AND OWNER REQUIREMENTS TO PROVIDE OVERRIDE FOR DOOR SECURITY SYSTEM. (DOORS TO UNLOCK UPON ACTIVATION OF BUILDING FIRE ALARM SYSTEM) CONTRACTOR TO FURNISH ALL RELAYS AND WIRING AS REQUIRED FOR OVERRIDE.
- V. INSTALLATION OF WIRING, RACEWAYS AND DEVICES FOR FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CITY CODES, NFPA-71, NFPA-72, AND UNIFORM RULE 4A-48, AND REGULATIONS OF THE STATE FIRE MARSHALL'S OFFICE F.S. 633.01 AND F.S. 633.701, AND NATIONAL ELECTRICAL CODE WITH PARTICULAR ATTENTION TO ARTICLE 760.
- W. SYSTEM EQUIPMENT:
 - 1. ALL REFERENCE TO MANUFACTURER'S OR SUPPLIERS MODEL NUMBERS AND OTHER PERTINENT INFORMATION HEREIN ARE SUPPLIED TO ESTABLISH TO MINIMUM STANDARDS OF PERFORMANCE, FUNCTION AND QUALITY. EQUIVALENT EQUIPMENT (COMPATIBLE UL LISTED) FROM APPROVED/LISTED MANUFACTURER'S MAY BE SUBSTITUTED FOR THAT SPECIFIED. SUBMITTED EQUIPMENT MUST EQUAL OR EXCEED THE QUALITY, PERFORMANCE FUNCTIONS AND FEATURES OF THE SPECIFIED EQUIPMENT.
 - 2. AVAILABLE MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, MANUFACTURERS OFFERING NON-PROPRIETARY FIRE ALARM SYSTEMS WHICH MAY BE INCORPORATED IN THE WORK ARE LIMITED TO THE FOLLOWING:
 - a. EDWARDS SYSTEMS TECHNOLOGY
 - b. FENWAL
 - c. FIKE
- X. SYSTEM COMPONENTS:

1. ALL EQUIPMENT AND MATERIALS USED SHALL BE STANDARD COMPATIBILITY TESTED COMPONENTS, REGULARLY MANUFACTURED, AND OF ONLY ONE MANUFACTURER.
2. ALL SYSTEMS AND COMPONENTS SHALL HAVE BEEN THOROUGHLY TESTED AND PROVEN IN ACTUAL USE.
3. ALL AUTOMATIC FIRE DETECTION DEVICES SHALL MOUNT ON A COMMON UNIVERSAL BASE.
4. THE ENTIRE SYSTEM COMPONENTS:
 - a. EST IO-500 SERIES:
 - HORN/STROBE DEVICES
 - GENESIS G1RF-HDVM
 - VISUAL DEVICES
 - GENESIS G1RF-VM
 - INTEL. SMOKE DETECTOR
 - EST SIGA2-PS
 - INTEL. HEAT DETECTOR
 - EST SIGA2-HRS
 - INTEL. PULL STATION
 - EST SIGA-278
 - DUCT SMOKE DETECTOR
 - EST SIGA-DH
 - RELAY MODULE
 - EST SIGA-CR
 - NAC AND CONTROL MODULE
 - EST SIGA-CC1S
 - SPRINKLER MODULE
 - EST SIGA-CT1
 - POWER EXPANDER (10 AMP W/BATTERY BACKUP)
 - EST BPS-10A
 - REMOTE ANNUNCIATOR
 - EST RLCD-C
 - b. EQUIPMENT:
 - 1) SMOKE DETECTORS WILL BE ANALOG, PHOTOELECTRIC AND FIELD ADDRESSABLE WITHOUT THE USE OF SPECIAL TOOLS OR PROGRAMMING EQUIPMENT. FIRE ALARM SYSTEM MUST BE CAPABLE OF OBTAINING SENSITIVITY TESTS WITHOUT TOOLS.
 - 2) DUCT SMOKE DETECTORS WILL BE ANALOG ADDRESSABLE TYPE. SAMPLE TUBES MUST BE REMOVABLE THROUGH THE HOUSING FOR CLEANING.
 - 3) MANUAL PULL STATIONS WILL BE ADDRESSABLE DUAL ACTION MADE FROM LEXAN, KEY RE-SETTABLE, MADE TO MEET ADA REQUIREMENTS.
 - 4) POWER EXPANDER PANELS WILL BE INSTALLED WITH 7 AMP HOUR BATTERIES AND CONTROL EQUIPMENT TO ACTIVATE THEM. PANELS WILL PROVIDE 6 AMPS OF NAC POWER FOR STROBES,

RELAYS AND OR DOOR HOLDERS. PANELS WILL BE INDIVIDUALLY SUPERVISED.

- 5) ADDRESSABLE MONITOR MODULES SHALL MOUNT ON 4 INCH SQUARE BOXES AND HAVE AN LED IN PLAIN VIEW FOR STATUS INDICATION.
- 6) ADDRESSABLE CONTROL MODULES SHALL MOUNT ON 4 INCH SQUARE BOXES AND HAVE AN LED IN PLAIN VIEW FOR STATUS INDICATION.

1.14 FIRE ALARM SYSTEM OPERATION:

- A. THE SYSTEM SHALL BE ADDRESSABLE, NON-CODED ELECTRICALLY SUPERVISED WITH A TROUBLE SIGNAL, THAT SHALL SOUND WHEN ANY OPEN OR GROUND CONDITION ON THE SYSTEM OCCURS THAT WOULD PREVENT THE SOUNDING OF AN ALARM OR ALLOW THE SYSTEM TO TRANSMIT AN ALARM TO A REMOTE STATION.
- B. PROVIDE STANDBY POWER (LEAD ACID GEL CELL BATTERIES) SERIES CONNECTED WITH SUFFICIENT AMP HOUR CAPACITY TO OPERATE THE SYSTEM UNDER SUPERVISORY CONDITIONS WITH AC POWER DISCONNECTED FOR 24 HOURS AND AT THE END OF THIS PERIOD OPERATE THE ALARM DEVICES FOR FIVE CONSECUTIVE MINUTES.
- C. A FULLY AUTOMATIC BATTERY CHARGER SHALL BE PROVIDED WHICH SHALL BE CAPABLE OF RESTORING 90% OF A DEAD BATTERY'S CAPACITY WITHIN 24 HOURS.
- D. PANEL SHALL INCORPORATE REQUIRED MODULES FOR FAN, VAV AND AIR HANDLER SHUTDOWN. LABEL 'FAN DISCONNECT'.
- E. TERMINAL CABINETS SHALL BE OF CODE STEEL SURFACE MOUNTED, WITH CONCEALED TRIM CLAMPS, CONCEALED HINGES AND FLUSH KEYED SAME AS PANELBOARDS. FURNISH CABINETS WITH THREE-FOURTHS INCH (3/4") PLYWOOD BACKING. FURNISH TERMINAL BLOCKS AS REQUIRED. SIZE AS REQUIRED.
- F. PROVIDE LIGHTNING ARRESTER PROFESSIONAL TECHNICAL SYSTEM INC. MODEL DTK 120 HW. OR PRE-APPROVED EQUAL. ARRESTER SHALL BE MOUNTED IN CONTROL UNIT.
- G. UPON ACTIVATION OF ANY ALARM INITIATING DEVICE (MANUAL STATION, HEAT DETECTOR, SMOKE DETECTOR, FLOW SWITCH OR OTHER FIRE ALARM OR SUPPRESSION SYSTEM DEVICE) THE FOLLOWING SHALL OCCUR:
 1. ALL HORNS SHALL SOUND TEMPORAL CODED.
 2. ACTIVATE VISUAL STROBES ON ALL FLOORS. THE VISUAL STROBE SHALL CONTINUE TO FLASH UNTIL THE SYSTEM HAS BEEN RESET. THE VISUAL STROBE SHALL NOT STOP OPERATING WHEN THE 'ALARM SILENCE' IS PRESSED. VISUAL STROBES SHALL BE SYNCHRONIZED.
 3. A LCD INDICATION SHALL LIGHT AT THE CONTROL UNIT AND REMOTE ANNUNCIATOR.

4. FAN SHUT DOWN RELAYS SHALL BE DE-ENERGIZED AND SHALL INTERRUPT CONTROL POWER TO FAN POWERED BOXES AND/OR AIR HANDLING UNITS.
 5. AN AUTOMATIC SIGNAL SHALL BE SENT TO A U.L. APPROVED CENTRAL STATION.
 6. SECURITY SYSTEM OVERRIDE TO RELEASE ALL LOCKED DOORS.
 7. ALL SELF-CLOSING FIRE/SMOKE DOORS HELD OPEN SHALL BE RELEASED.
- H. THE ACTIVATION OF A SMOKE DETECTOR IN ANY ELEVATOR LOBBY OR ASSOCIATED ELEVATOR MACHINE ROOM OTHER THAN THE DESIGNATED LEVEL SHALL CAUSE ALL CARS IN ALL GROUPS THAT SERVE THE LOBBY TO RETURN NONSTOP TO THE DESIGNATED LEVEL. IF THE SMOKE DETECTOR AT THE DESIGNATED LEVEL IS ACTIVATED, THE CARS SHALL RETURN TO AN ALTERNATE LEVEL APPROVED BY THE ENFORCING AUTHORITY UNLESS THE PHASE 1 KEY OPERATED SWITCH IS IN THE 'ON' POSITION.
- I. WHEN THE ALARMED DEVICE IS RESTORED TO NORMAL, THE CONTROL PANEL SHALL BE REQUIRED TO BE MANUALLY RESET TO CLEAR THE ALARM CONDITION, EXCEPT THAT THE ALARMS MAY BE SILENCED AS PROGRAMMED.
- J. AN ALARM SHALL BE SILENCED BY A CODE OR FIREFIGHTER KEY AT THE MAIN OR REMOTE ANNUNCIATORS. WHEN SILENCED, THIS SHALL NOT PREVENT THE RESOUNDING OF SUBSEQUENT EVENTS IF ANOTHER EVENT SHOULD OCCUR (SUBSEQUENT ALARM FEATURE). WHEN ALARMS ARE SILENCED THE SILENCED LED ON THE CONTROL PANEL, AND ON ANY REMOTE ANNUNCIATORS SHALL REMAIN LIT, UNTIL THE ALARMED DEVICE IS RETURNED TO NORMAL.
- K. SMOKE DUCT DETECTOR AIR HANDLER SHUTDOWN: EACH AIR HANDLER INDICATED WILL HAVE ONE OR TWO SMOKE DETECTORS WHICH CONTROL THAT SPECIFIC AIR HANDLER. IF AN AIR HANDLER SMOKE DUCT DETECTOR (SUPPLY OR RETURN) GOES INTO ALARM, THE AIR HANDLER WILL SHUT DOWN AND A SUPERVISORY SIGNAL WILL BE SENT TO THE FIRE ALARM SYSTEM MAIN CONTROL PANEL WHERE IT WILL BE CONSIDERED A TROUBLE SIGNAL.
- L. PROVIDE WITH TEST SWITCH ON PANEL FOR OWNER INITIATED "FIRE DRILL".

ATTACHMENT II

PRICE PAGE

(To be copied on respondent's letterhead, 3 copies)

A single award shall be made to the responsive, responsible respondent offering the lowest cost for the items requested in this Invitation to Bid.

| <u>Description</u> | <u>Total Cost</u> |
|--|--------------------------|
| Provide all labor and materials to replace the fire alarm system in the Main Downtown Building. | \$ _____ |

BY AFFIXING MY SIGNATURE ON THIS ITB RESPONSE, I HEREBY STATE THAT I HAVE READ ALL ITB TERMS, CONDITIONS AND SPECIFICATIONS AND AGREE TO ALL TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS. I CERTIFY THAT I WILL PROVIDE AND DELIVER TO THE LOCATIONS SPECIFIED IN THIS ITB.

AUTHORIZED REPRESENTATIVE: _____
(Signature)

NAME AND TITLE: _____
(Print or Type)

COMPANY: _____

DATE: _____

EMAIL ADDRESS: _____

FAX NUMBER: _____

FLORIDA CONTRACTOR'S LICENSE NO: _____

**ATTACHMENT III
EXPERIENCE FORM**

Respondent's Name:

Vendors are required to submit with their offer, three (3) references that have been provided for services of a similar size and parameters of those requested in this solicitation. Vendors shall use this Attachment III, Experience Form of this Request for Quote to provide the required reference information and include with their proposal. The department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative

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/Purchase order. (Attachment VII & Attachment VII). **

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 Purchase 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

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

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

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising 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 purchase order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this purchase order, as well as for any determination arising out of or related to this purchase order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This purchase order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising 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 purchase 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 department, 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 department'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 purchase order agreement may be terminated by either party upon no less than thirty (30) calendar day's notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this purchase order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hour's 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 purchase order agreement upon no less than twenty-four (24) hour's 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 purchase order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this purchase order shall govern.

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-erify.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



DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

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

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

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

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

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

NOTE: YOU MAY USE A SEPARATE SHEET

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

1. DESIGNATIONS:

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

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

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

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

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

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

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

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

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 VII

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

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135 (5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in **Attachment I**.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.

- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 *CFR*, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 *CFR* Part 15). The provider shall report any violations of the above to the department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **Attachment** ____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A (e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 *FR* 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45*CFR* Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in

CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
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 reprocurement 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:

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

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

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

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

E. All Terms and Conditions Included

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

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: