



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

**INVITATION TO BID (ITB)
FDVA-ITB-14-006B
"BENNETT SVNH NURSE CALL SYSTEM"**

**ISSUED:
MONDAY, MARCH 10, 2014**

**BID DUE DATE/TIME AND OPENING:
THURSDAY, APRIL 3, 2014, BY 3:00PM (LOCAL TIME)**

SUBMIT ALL INQUIRIES IN WRITING VIA EMAIL TO:

**TIM SHAW, FCCM
CONTRACTING ADMINISTRATOR
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
MARY GRIZZLE STATE OFFICE BUILDING
11351 ULMERTON ROAD, ROOM 311-K
LARGO, FL 33778-1630**

EMAIL: SHAWT@FDVA.STATE.FL.US



<p>DELIVER TO: TIM SHAW, FCCM CONTRACTING ADMINISTRATOR FLORIDA DEPARTMENT OF VETERANS' AFFAIRS MARY GRIZZLE STATE OFFICE BUILDING 11351 ULMERTON ROAD, ROOM 311-K LARGO, FL 33778-1630</p>		<p>STATE OF FLORIDA DEPARTMENT OF VETERANS' AFFAIRS INVITATION TO BID</p> <p>BIDDERS ACKNOWLEDGMENT FORM</p> 	
<p>BID NO: FDVA-ITB-14-006B</p>	<p>TITLE: BENNETT SVNH NURSE CALL SYSTEM</p>		<p>ISSUED: MONDAY, MARCH 10, 2014</p> <hr/> <p>PAGE COUNT: 49</p>
<p>REQUIRED COPIES: ONE (1) ORIGINAL AND TWO (2) COPIES.</p>		<p>BIDS ARE DUE BY AND WILL BE OPENED ON THURSDAY, APRIL 3, 2014, AT 3:00PM LOCAL TIME. BIDS SHALL NOT BE WITHDRAWN WITHIN SIXTY (60) BUSINESS DAYS AFTER SUCH DATE AND TIME.</p>	
<p>VENDOR NAME:</p>		<p>MANDATORY PRE-BID MEETING AND ON-SITE VISIT AT THE EMORY BENNETT STATE VETERANS' NURSING HOME: FRIDAY, MARCH 21, 2014. SEE PAGE FIVE (5) FOR FURTHER DETAILS.</p> <p>DEADLINE FOR RESPONDENT'S WRITTEN QUESTIONS BY TUESDAY, MARCH 25, 2014 3:00PM LOCAL TIME.</p>	
<p>FEDERAL TAX ID NUMBER:</p>			
<p>VENDOR MAILING ADDRESS:</p>			
<p>CITY – STATE – ZIP:</p>			
<p>AREA CODE:</p>		<p>POSTING OF BID TABULATIONS AND AGENCY INTENT TO AWARD BID TABULATIONS AND AGENCY INTENT TO AWARD NOTICE WILL BE POSTED FOR REVIEW BY INTERESTED PARTIES ON THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS) AND AT THE BID OPENING LOCATION. BID TABULATIONS AND AGENCY INTENT TO AWARD NOTICE WILL REMAIN POSTED FOR A PERIOD OF 72 HOURS. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), 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.</p>	
<p>PHONE NUMBER:</p>		<p>_____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE (MANUAL)</p> <p>_____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE (PRINTED NAME AND TITLE)</p> <p>_____</p> <p style="text-align: center;">DATE</p>	
<p>FREE NUMBER:</p>			
<p><i>I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A BID FOR THE SAME MATERIAL, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID AND THAT THIS BID IS IN COMPLIANCE WITH ALL REQUIREMENTS OF THIS SOLICITATION, INCLUDING BUT NOT LIMITED TO, CERTIFICATION REQUIREMENTS. IN SUBMITTING A BID TO AN AGENCY OF THE STATE OF FLORIDA, RESPONDENT OFFERS AND AGREES THAT IF THIS BID IS ACCEPTED, THE RESPONDENT WILL CONVEY, SELL, ASSIGN OR TRANSFER TO THE STATE OF FLORIDA ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA FOR PRICE FIXING RELATING TO THE PARTICULAR COMMODITIES OR SERVICES PURCHASED OR ACQUIRED BY THE STATE OF FLORIDA. AT THE STATE'S DISCRETION, SUCH ASSIGNMENT SHALL BE MADE AND BECOME EFFECTIVE AT THE TIME THE PURCHASING AGENCY TENDERS FINAL PAYMENT TO THE RESPONDENT.</i></p>			
<p>PLEASE NOTE: ADDENDUM MAY BE ISSUED TO THIS SOLICITATION. ANY SUCH ADDENDUM WILL BE POSTED ON THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS). BEFORE SUBMITTING A BID, RESPONDENTS ARE ADVISED TO CHECK THE VBS AND TO DOWNLOAD ANY ADDENDUM THAT MAY HAVE BEEN ISSUED. PLEASE REMEMBER TO SIGN AND RETURN THE ADDENDUM ACKNOWLEDGMENT FORM (SECTION "IX") WITH COMPLETE BID PACKAGE.</p>			
<p>RETURN THIS SHEET WITH YOUR BID PACKAGE.</p>			

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SECTION "I"
INTRODUCTION

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5. Timeline.

1. Issuing Office.

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

Primary Contact	Alternate Contact
Tim Shaw, FCCM Contracting Administrator Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Room 311-K Largo, FL 33778-1630 Telephone: (727) 518-3202, x5575 E-mail: shawt@fdva.state.fl.us	Scott Gerke, CPPO, CPPB, FCCN, FCCM Purchasing Officer Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Room 311-K Largo, FL 33778-1630 Telephone: (727) 518-3202, x5557 E-mail: gerkes@fdva.state.fl.us

(b) Respondents shall not contact any other FDVA or State of Florida employee for information with respect to this solicitation. FDVA shall not be bound by any information from whatever source that is not expressly contained within this solicitation.

2. Florida Department of Veterans' Affairs (FDVA) Mission. FDVA is a State of Florida cabinet agency which is responsible for assisting more than 1.5 million Florida veterans. FDVA advocates with purpose and passion for Florida veterans and links them to superior services, benefits, support, and long-term healthcare.

3. Purpose and Scope. Pursuant to Chapter 287, Florida Statutes, FDVA invites interested Contractors to submit bids in accordance with this solicitation. The purpose of this solicitation is to establish an Agreement with FDVA for the Emory Bennett State Veterans' Nursing Home, located at 1920 Mason Avenue, Daytona Beach, FL 32117. The successful Contractor shall provide all labor, services, equipment, tools, materials, and supplies required in performance of the Agreement. Contractor shall remove the existing analog nurse call system equipment and wiring, and upon removal immediately remit to FDVA Contract Manager (on-site project manager). Further, Contractor will fully provide the design-build process, installation of a new nurse call system (utilizing "Cat5e" structured wiring), staff training, proper disposal of all project related waste; as well as one (1) annual system inspection, including but not limited to testing and repairs. Contractor must demonstrate the experience and capability to deliver and execute the requirements specified in this solicitation.

FDVA anticipates that the Agreement resulting from this solicitation shall commence on April 10, 2014, with no renewals. From the date of Agreement's full execution, FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA within forty-five (45) calendar days.

4. Mandatory Pre-Bid Meeting and On-Site Visit. A mandatory pre-bid meeting and on-site visit will be held at the date, time, and location specified below. This opportunity allows Contractors to tour the facility (work area), ask questions, and seek clarifications about this solicitation. FDVA may answer questions at the mandatory pre-bid meeting and on-site visit or defer them to a later date as identified in the Timeline below. Contractor failure to attend this meeting and on-site visit shall disqualify Contractor from submitting a bid.

This will be the only on-site visit conducted and allowed for this solicitation. Each Contractor bidding must satisfy themselves as to the exact nature and existing conditions of the site and the requirements of this solicitation. Failure to do so will not relieve the successful Contractor of their obligation to carry out the provisions of the executed Agreement. Facility drawings will be available for review at the mandatory pre-bid meeting and on-site visit. At the close of the mandatory pre-bid meeting and on-site visit, the issuing office will email facility drawings to only those who were in attendance.

Any person with a disability requiring special accommodations at the pre-bid meeting, on-site visit, or bid opening shall contact FDVA Primary Contact at the email address provided above at least five (5) business days prior to the event. If you are hearing or speech impaired, please contact Florida Relay Services at 1-800-955-8771 (TDD).

Location: Emory Bennett State Veterans' Nursing Home
 1920 Mason Avenue
 Daytona Beach, FL 32117

Date: Friday, March 21, 2014
Time: 10:00AM (local time)

Check in / Sign in: Facility Front Entrance / Home's Reception Desk

5. Timeline. The below dates are subject to change without notice. It is the Respondents responsibility to monitor the State of Florida Vendor Bid System (VBS) for any and all notices, updates, or changes.

EVENT	EVENT DATE
Issue Invitation To Bid (ITB).	Monday, March 10, 2014
Mandatory Pre-Bid Meeting and On-Site Visit (Begin 10:00AM local time).	Friday, March 21, 2014
Respondents Written Questions Due (No later than 3:00PM local time).	Tuesday, March 25, 2014
"Anticipated" Posting of FDVA Response to Respondent Questions.	Thursday, March 27, 2014
Bid Due Date/Time and Opening (by 3:00PM local time).	Thursday, April 3, 2014
"Anticipated" Posting of FDVA Notice of Intent to Award.	Monday, April 7, 2014
"Anticipated" Agreement Award.	Thursday, April 10, 2014

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

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

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

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

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply:

- (a) Quantity Discounts: Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- (b) Best Pricing Offer: During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In: Customer may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) Equitable Adjustment: The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the

volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act (ADA). Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon

completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. Contractors delinquent in paying transaction fees may be subject to being removed from the Department of Management Services' vendor list as provided in rule 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract. At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products

offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or

purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not

reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the Contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing, subject to the same terms and conditions set forth in the original contract, signed by both parties, and contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void. Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract. Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the

Contract. Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the

Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida

Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned". Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SECTION "III"
STATE OF FLORIDA
GENERAL INSTRUCTIONS TO RESPONDENTS
PUR 1001

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

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the
- (b) "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (c) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (d) "Respondent" means the entity that submits materials to the Buyer in accordance with these instructions.
- (e) "Response" means the material submitted by the respondent in answering the solicitation.
- (f) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses (Replaced by Section IV, Item #12). Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- (a) An electronic signature on the response, generally,
- (b) An electronic signature on any form or section specifically calling for a signature, and
- (c) An affirmative agreement to any statement contained in the solicitation that requires definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- (a) Technical Specifications.
- (b) Special Conditions and Instructions.
- (c) Instructions to Respondents (PUR 1001).
- (d) General Conditions (PUR 1000).
- (e) Introductory Materials.

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

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Question and Answer Board within MyFloridaMarketPlace and must be received no later than the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to Chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- (a) Submitting a bid on a contract to provide any goods or services to a public entity,
- (b) Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work,
- (c) Submitting bids on leases of real property to a public entity,
- (d) Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and
- (e) Transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity,
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work,
- (c) Submit bids on leases of real property to a public entity,
- (d) Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, or
- (e) Transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so):

- (a) The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- (b) To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- (c) Respondent currently has no delinquent obligations to the State, including any claim by the State for liquidated damages under any other contract.
- (d) The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- (e) The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- (f) The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- (g) Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 1. Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract.
 2. Violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- (h) The product offered by the respondent will conform to the specifications without exception.
- (i) The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- (j) If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- (k) The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- (l) The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- (m) All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications and Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities and Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. The rights of access must not be limited to the required retention period but shall last as long as the records are retained. It is expressly understood that evidence of the Vendor's refusal to comply with this provision shall constitute a breach of contract.

In accordance with Florida Statute 215.985, the State of Florida Department of Financial Services (DFS) has implemented the web-based Florida Accountability Contract Tracking System (FACTS). All State of Florida contracts are considered public records and shall be published to FACTS for public access. Published records include but are not limited to contract document images, financial information, and audit findings. Online public access is available via "<https://facts.fldfs.com>."

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

(a) Section 120.57(3) (b), F.S. and Section 28-110.003, Fla. Admin. Code: requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

(b) Section 120.57(3) (a), F.S.: requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes".

(c) Section 28-110.005, Fla. Admin. Code: requires the following statement to be included in the solicitation: "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".

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION "IV"
SPECIAL INSTRUCTIONS TO RESPONDENTS

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1. **Cost Incurred.**
2. **Respondent Registration.**
3. **Form W-9 Requirement.**
4. **State of Florida Vendor Bid System (VBS).**
5. **Florida Veteran Business Enterprise Opportunity Act.**
6. **Certified Minority Business Enterprises (CMBE).**
7. **Certification of Drug-Free Workplace Program.**
8. **Qualifications.**
9. **Questions and FDVA Addendum.**
10. **Bid Guidelines.**
11. **Sealed Bid.**
12. **Submission of Bid.**
13. **Withdrawal of Bid.**
14. **Modification of Bid.**
15. **Bid Opening.**
16. **Rights of FDVA.**
17. **Order of Precedence.**

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

2. **Respondent Registration.** Respondent failure to register in the State of Florida's "My Florida Market Place" procurement system by the time and date of the bid opening, as provided in Timeline, may result in the Respondent being considered non-responsive. Respondents will access and utilize <https://vendor.myfloridamarketplace.com> to complete the mandatory on-line registration. Once on the "Vendor Information Portal" page, under the "New Vendor Registration" header, simply click on the "Register" button to begin registration. For further assistance, Respondents shall contact the State of Florida Vendor Help Desk directly at 866-352-3776. Respondents will need the following information in order to register:

- (a) Company name.
- (b) Tax ID type and number, or Federal Employer Identification Number (FEIN), or Social Security Number (SSN).
- (c) Tax filing information, including the business name on your 1099 tax form (where applicable).
- (d) Location information.
- (e) A business name for each company location (if different from the company name).
- (f) A complete address for each location (including details for sending purchase orders, payments, and bills to each physical location).
- (g) A contact person for each location.
- (h) Commodity and service codes that describe the products and services your company provides. (these codes can be found in MyFloridaMarketPlace).
- (i) Certified Minority Business Enterprises (CMBE) information if a certified minority business.
- (j) If Respondent is currently a vendor to the State of Florida/State Agency, re-registration will require a State-issued sequence number and PIN—available from Department of Management Services (DMS) only by faxing a request on company letterhead to 850-414-8331.

3. **Form W-9 Requirement.** Respondents wishing to do business with the State of Florida must register, complete, and submit an electronic Form W-9 to the Department of Financial Services (DFS). The Internal Revenue Service (IRS) will receive and validate all vendor provided Form W-9 information. Respondent's

failure to submit valid Form W-9 information to DFS will prevent FDVA from entering into agreements, creating purchase orders, and issuing any payment. To learn more and submit Form W-9, vendors must access the State of Florida website at <https://flvendor.myfloridacfo.com>. For further assistance, Respondents shall contact the State of Florida Vendor W-9 Help Desk directly at 850-413-5519.

4. State of Florida Vendor Bid System (VBS). Respondents are required to register at <http://www.myflorida.com/apps/vbs> for electronic notification of solicitations from the State of Florida's Vendor Bid System (VBS). Respondents must direct their request for assistance or registration questions to the State of Florida Vendor Help Desk either by calling 866-352-3776 or by e-mailing "vendorhelp@myflorida.com". The State of Florida and FDVA are not under any obligation and do not guarantee that vendors will receive e-mail notifications concerning the posting of notices, addendum, intent to award; as well as withdrawal, cancellation, or close of solicitations. Vendors are solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning solicitations.

5. Florida Veteran Business Enterprise Opportunity Act. A State agency, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise. Notwithstanding Section 287.057(11), Florida Statutes, if a veteran business enterprise entitled to the vendor preference under this section and one or more businesses entitled to this preference or another vendor preference provided by law submit bids, proposals, or replies for procurement of commodities or contractual services which are equal with respect to all relevant considerations, including price, quality, and service, the state agency shall award the procurement or contract to the business having the smallest net worth. For information on certification procedures for vendor preference programs, contact Thad Fortune, Certification Administrator, Office of Supplier Diversity, (850) 487-9863 or email: Thad.Fortune@dms.myflorida.com.

6. Certified Minority Business Enterprises (CMBE). Respondents are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on CMBE procedures and programs is available from the Office of Supplier Diversity at <http://osd.dms.state.fl.us>.

7. Certification of Drug-Free Workplace Program. The State supports and encourages initiatives to keep the workplaces of Florida's businesses and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical (tie) bids are received, preference shall be given to a bid received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that it has a drug-free workplace program using the "Certification of Drug-Free Workplace" form included in Appendix "A" of this solicitation.

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

- (a) They have the capacity to do business within the State of Florida.
- (b) They presently have the necessary abilities, staff, experience, facilities, equipment, materials, and financial resources to complete the requirements of the Agreement in a satisfactory manner and within the required time.
- (c) They have all federal, State and local registrations, licenses, certifications, and permits legally required to perform and complete the services as called for herein; including but not limited to all related software licensing and any other related agreements.
- (d) They shall comply with all federal, State and local laws, regulations, ordinances, guidelines, rules, and requirements that could affect the provision of required services in any manner.
- (e) They are not in arrears to the State of Florida upon debt or Agreement and are not defaulting as surety or otherwise, upon any obligation to the State of Florida.
- (f) They are in good standing with the State of Florida and not on the State's lists of ineligible contractors.
- (g) That no member, officer, or employee of FDVA during their tenure or for two years thereafter shall

have any interest, direct or indirect, in the Agreement or the proceeds thereof.

(h) That Respondent is of lawful age and that no other person, contractor, or corporation has any interest in the bid or Agreement proposed to be entered into.

(i) That Respondent has thoroughly examined all available drawings, specifications, schedule, instructions, and the solicitation; as well as made all investigations necessary to thoroughly inform themselves regarding facilities for delivery of services as required by the solicitation. No plea of ignorance by the Respondent of conditions that exist, or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation, will be accepted as a basis for varying the requirements of FDVA or compensation to the successful Contractor.

9. Questions and FDVA Addendum. No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of oral discussions with any State of Florida or FDVA employee. Only written inquiries from Respondents, which are signed by persons authorized to contractually bind the Respondent, will be recognized by FDVA as duly authorized expression on behalf of the Respondent. Respondent written questions must be submitted via email by the deadline as provided in the Timeline to the Primary Contact Person in Section I of this solicitation. FDVA reserves the right to issue addendums to solicitations. Only those communications will be considered as a duly authorized expression on behalf of FDVA. Addendum will contain FDVA response to Respondent questions and/or appropriate details which identify formal changes to the solicitation. In accordance with the solicitation's Timeline, FDVA addendum shall be posted the State of Florida Vendor Bid System (VBS). Each Respondent is solely responsible for monitoring the State of Florida Vendor Bid System (VBS) for new or changing information concerning the solicitation.

10. Bid Guidelines. Respondent's bid must follow the format, structure, and sequence as required by this solicitation.

(a) Respondents are advised that all FDVA solicitations and agreements are subject to all legal requirements as provided under Florida law.

(b) Respondents are advised that exceptions to any terms or conditions contained in the solicitation must be identified in its bid. Failure to do so may lead FDVA to declare any such term or condition as non-negotiable. Respondent's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

(c) FDVA objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's bid. In submitting its bid, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

(d) If no request for clarification is submitted by Respondent, all conditions and requirements specified within the solicitation shall be deemed accepted and understood by Respondent.

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

11. Sealed Bid. All forms required by this solicitation, as provided in their original format, must be fully executed and submitted in a sealed envelope; one (1) sealed original copy and two (2) individually sealed duplicate copies. All three (3) individually sealed envelopes will then be placed and sealed in one (1) outer package (size appropriate envelope or box). Each of the three (3) individually sealed envelopes and the outer package shall be clearly addressed as provided on page two (2) of this solicitation, including Respondent name and address, FDVA solicitation number and title, State certification(s), and the bid opening due date and time specified in this solicitation. All bids are subject to the conditions specified herein. Bids that do not comply with these conditions may be considered as non-responsive.

12. Submission of Bid (This Section supersedes Section III, Item #3). Respondents must submit their bid by mail or in person by hand to the attention of FDVA Primary Contact as identified in Section I of this solicitation. Each Respondent is responsible for ensuring that their bid is submitted in accordance with

this solicitation. Bids received after the bid opening time and date specified in this solicitation shall be rejected.

13. Withdrawal of Bid. Respondent bid may be withdrawn, provided that Respondent's written request to withdraw is e-mailed to and received by the Primary Contact Person in Section I of this solicitation prior to the bid opening due date and time as provided in the Timeline. Bids may not be withdrawn within sixty (60) business days following the bid opening due date and time as provided in the Timeline.

14. Modification of Bid. Respondent modifications to submitted bid may be considered, provided the Respondent's written request is emailed to and received by the Primary Contact Person in Section I of this solicitation, no later than three (3) business days prior to the bid opening due date and time as provided in the Timeline. Respondent modifications shall not be considered if received within three (3) business days of the bid opening due date and time as provided in the Timeline or after the bid opening due date and time as provided in the Timeline.

15. Bid Opening. FDVA shall reject any bid received after the bid opening due date and time as provided in the Timeline. Bids, received in accordance with the solicitation, will be opened immediately after the bid opening due date and time as provided in the Timeline. The bid opening shall be performed at the Florida Department of Veterans' Affairs (FDVA), Mary Grizzle State Office Building, 11351 Ulmerton Road, Room 311-K, Largo, FL 33778-1630. The public may attend the bid opening. Bids received by FDVA pursuant to a competitive solicitation shall be exempt to review as public records until such time as FDVA provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

16. Rights of FDVA. In addition to all other rights of FDVA under Florida law, FDVA specifically reserves the following rights at its sole discretion:

- (a) FDVA reserves the right to select the bid it believes is in the best interest of the State of Florida and FDVA.
- (b) FDVA reserves the right to add, change, and delete any requirements of the solicitation.
- (c) FDVA reserves the right to reject a bid, with or without cause, as nonresponsive, not responsible, or not qualified.
- (d) FDVA reserves the right to withdraw, re-issue, or cancel the solicitation with or without cause.
- (e) FDVA reserves the right to remedy or waive technical errors, immaterial errors, informalities, and irregularities in the solicitation and Respondent bid.
- (f) FDVA reserves the right to reject a bid if pricing is not submitted or if pricing is not submitted in the format as provided in the solicitation.
- (g) FDVA reserves the right to request any necessary clarifications or supporting documentation.
- (h) FDVA reserves the right to reject a bid if received after bid opening due date and time as provided in the Timeline.
- (i) FDVA reserves the right to reject a bid if Respondent misstates or conceals any material fact in their bid.
- (j) FDVA reserves the right to reject a bid that fails to include any information required by the solicitation in the specified sequence.
- (k) FDVA reserves the right to accept and award the Agreement by item, by group, in the aggregate, or by location.

17. Order of Precedence. Respondents to this solicitation are encouraged to carefully review all the materials contained herein and prepare bids accordingly. To the extent of any conflict between the Contract documents, the Agreement and Amendments shall control, then the Solicitation and Addendum, then the FDVA Purchase Order, and then the Contractors' Bid.

SECTION "V"
STATEMENT OF WORK

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35. **Right to Inspect and Audit and Public Access.**
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36. **Final Acceptance and Approval.**

1. **General.** Contractor shall provide all labor, services, equipment, tools, materials, and supplies required in performance of the Agreement. Contractor shall remove the existing analog nurse call system equipment and wiring, and upon removal immediately remit to FDVA Contract Manager (on-site project manager). Further, Contractor will fully provide the design-build process, installation of a new nurse call system (utilizing "Cat5e" structured wiring), staff training, proper disposal of all project related waste; as well as one (1) annual system inspection, including but not limited to testing and repairs. Any services or requirements beyond the executed Agreement will require FDVA Contract Manager to initiate another procurement action.

2. **Service Location and Background.** FDVA State Veterans' Nursing Homes (SVNH) are licensed under Chapter 400 Part II, Florida Statutes, by the Agency for Health Care Administration (AHCA); as well as routinely inspected and audited by AHCA, Centers for Medicare and Medicaid (CMS), and the United

States Department of Veterans Affairs (USDVA). All requirements of this solicitation shall be performed on-site at the Emory Bennett State Veterans' Nursing Home located at 1920 Mason Avenue, Daytona Beach, FL 32117. Persons to be served under the Agreement, FDVA residents living in each respective SVNH, are honorably discharged veterans who are in need of long-term healthcare. Residents are generally a geriatric population, although younger veterans are represented. Residents include both male and female veterans. Residents may require 24 hour nursing, personal, custodial, or respite care. Some residents have mental disabilities or organic brain syndromes, including Alzheimer's disease and dementia.

3. Hours of Operation and Scheduling. Given the nature and dynamics of FDVA's mission, time is of the essence in the performance of the Agreement. Other than services required on an "as needed" basis, all services will be performed between the normal business hours of 8:00AM and 5:00PM local time, Monday through Friday. Prior to commencement of project, Contractor Project Manager shall provide a detailed work schedule to FDVA Contract Manager (on-site project manager) for approval. Unless prior authorization has been obtained from FDVA Contract Manager, all work shall be scheduled with FDVA Contract Manager at least three (3) business days in advance. Any work to be scheduled and performed outside normal business hours shall require the approval of both the FDVA Home Administrator and FDVA Contract Manager. FDVA reserves the right to suspend work in progress due to inspection or survey by any local, state, or federal authority having jurisdiction, with no penalty assessed to Contractor.

Contractor shall schedule and conduct an on-site, post-award "project launch" meeting with FDVA Contract Manager within five (5) calendar days from the date of Agreement's full execution. The purpose of the meeting is to establish lines of communications, verify contact persons, and discuss other relative project topics. From the date of Agreement's full execution, FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA within forty-five (45) calendar days.

4. Project Management.

(a) Contractor Project Manager (On-Site): Prior to commencement of work, Contractor must appoint a project manager who shall be FDVA's primary point of contact. Contractor's Project Manager will coordinate all activities with FDVA Contract Manager (on-site project manager), report any adverse events occurring on state property to FDVA Contract Manager, and be available to meet with FDVA as requested (on-site or at FDVA Headquarters in Largo, FL). Contractor shall be responsible for developing and maintaining a detailed project work plan and for reporting progress against the work plan on a daily basis to FDVA Contract Manager. Contractor Project Manager must secure prior FDVA Contract Manager approval before making any changes to scheduled services. In the absence of Contractor's Project Manager, Contractor will appoint an alternate to act on behalf of Contractor's Project Manager. Contractor's Project Manager does not have the authority to direct and/or authorize FDVA to make any changes to the Agreement.

(b) FDVA Contract Manager (On-Site Project Manager): Prior to commencement of work, FDVA shall appoint a contract manager for this project who will be responsible for managing, monitoring, and certifying that all required Contractor services were satisfactorily performed and that invoicing is in accordance with the Agreement. FDVA Contract Manager will be Contractor's primary point of contact. FDVA Contract Manager will represent FDVA requirements, review and approve Contractor deliverables, provide operating insight, resolve on-site issues, and make decisions regarding alternate configuration choices. In the absence of FDVA Contract Manager, FDVA will appoint an alternate to act on behalf of FDVA Contract Manager. FDVA Contract Manager does not have the authority to direct and/or authorize the Contractor to make any changes to the Agreement.

(c) FDVA Home Administrator (On-Site): FDVA Home Administrator is accountable for their respective SVNH operations, including but not limited to oversight of all FDVA residents, staff, property, activities, programs, and events; as well as fiscal, administrative, clinical, risk management, quality assurance, and regulatory functionalities. FDVA Home Administrator does not have the authority to direct and/or authorize the Contractor to make any changes to the Agreement. In the absence of FDVA Home Administrator, FDVA will appoint an on-site alternate to act on behalf of FDVA Home Administrator.

(d) FDVA Contracting Administrator: FDVA Contracting Administrator, located at FDVA Headquarters in Largo, FL, will be responsible for administering the terms and conditions of the Agreement, issuing

any and all amendments, and exercising any renewal, extension, or termination. FDVA Contracting Administrator will be the central point of contact for all contractual administrative matters; as well as any disputes that cannot be resolved onsite between Contractor and FDVA. In absence of FDVA Contracting Administrator, FDVA Purchasing Officer or FDVA Purchasing Specialist will act on behalf of FDVA Contracting Administrator.

5. Customer Service Information. Prior to commencement of work, Contractor shall provide FDVA Contract Manager with a written copy of all customer service information; to include but not limited to Contractor contact names, telephone numbers (office, cell, after hours, and emergency), fax numbers, business addresses, email addresses, and online website addresses.

6. Contractor Qualifications. Licensed Contractor shall have the necessary experience, facilities, equipment, materials, ability, and financial resources to perform the required services. Licensed Contractor must have no less than five (5) years documented experience in the engaged field. As applicable, Contractor staff performing services shall be manufacturer's factory authorized. Upon request, Contractor may be required to provide documentation of manufacturer's factory authorization to FDVA Contract Manager. As applicable, Contractor staff performing services or inspections shall be certified by any applicable authority having jurisdiction to remove, dispose, transport, use, install, maintain, repair, train, and inspect all conditions, equipment, tools, materials, and supplies required in performance of the Agreement. Upon request, evidence of Contractor staff certification shall be provided to FDVA Contract Manager. Failure of Contractor to provide required documentation may result in termination of the Agreement.

7. Health Insurance Portability and Accountability Act (HIPAA). The Contractor must comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA). Any violation of requirements shall result in termination of the Agreement and all remedies available by law shall become available to FDVA.

8. Employment Eligibility Verification. Pursuant to the State of Florida, Office of The Governor, Executive Order Number 11-02 entered on January 4, 2011; Contractor will utilize the U.S. Department of Homeland Security's "E-Verify" system to verify the employment eligibility of:

- (a) All persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida within three (3) business days after the date of hire, and
- (b) All persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement with FDVA within ninety (90) calendar days after the date the Agreement is executed or within thirty (30) days after such persons are assigned to perform work pursuant to the Agreement, whichever is later.

9. Permits, Licenses, and Fees. Contractor shall be responsible for notifying, requesting, applying, scheduling, paying for, and securing all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by any applicable local, state, and federal authorities having jurisdiction. Prior to commencement of work, Contractor shall submit copies of all applicable documentation detailed above; to include but not limited to a copy of Contractor's current local (Volusia county), state, and federal occupational licensing to FDVA Contract Manager for verification. Failure of Contractor to provide any required documentation, as applicable, may result in termination of the Agreement.

10. Insurance Requirements. Contractor shall obtain the below specified insurance coverages. Insurance company must be authorized to do business in the State of Florida and maintain a minimum rating of B+ as reported by A.M. Best Company. Prior to commencement of work, (including pre-staging of personnel, equipment, tools, materials, and supplies), Contractor will provide FDVA Contract Manager with either certificate of insurance or a certified copy of the actual insurance policy as evidence of the specified insurance coverage.

Insurance policies will specify they are not subject to cancellation, non-renewal, material change, or

reduced coverage unless at least thirty (30) calendar days' notice is given to FDVA. FDVA acceptance and approval of Contractor's insurance shall not be construed as relieving Contractor from liability or obligation assumed under the Agreement or as imposed by law. FDVA must be included in Contractor's broad form as additional insured on all policies, except workers' compensation. Minimum commercial general liability requirements are as follows:

- (a) Premises Operations.
- (b) Produces and Completed Operations.
- (c) Blanket Contractual Liability.
- (d) Personal Injury Liability.
- (e) Expanded Definition of Property Damage.

The minimum limits shall be \$1,000,000.00 combined single limit. An occurrence form policy is preferred. If coverage is a claims made policy, provisions must include coverage for claims filed on or after the effective date of the Agreement. In addition, the period for which claims may be reported will extend for a minimum of twelve (12) months following the expiration of the Agreement.

Contractor must obtain workers' compensation insurance with limits sufficient to meet Chapter 440, Florida Statutes. If Contractor has been approved by the State of Florida Department of Labor, as an authorized self-insurer (self-insurance fund) for workers' compensation, FDVA will recognize and honor such status. Contractor may be required to submit to FDVA Contract Manager a letter of authorization issued by the State of Florida Department of Labor, a certificate of insurance providing details on Contractor's excess insurance program, and updated financial statements.

Recognizing that work governed by the Agreement requires the use of vehicles, Contractor must obtain vehicle liability insurance. Coverage shall include, as a minimum, liability coverage for all owned, non-owned, and hired autos with minimum limits at \$1,000,000 combined single limit. If split limits are given, the minimum limits acceptable shall be \$500,000 per person; \$1,000,000 per occurrence; \$500,000 property damage.

Contractor failure to maintain the above specified insurance coverage will not extend deadlines and shall result in suspension of all work until required insurance coverage has been obtained, reinstated, or replaced. All penalties and any failure to perform assessments shall be imposed as if work had commenced as scheduled or not been suspended. Contractor failure to provide FDVA Contract Manager with evidence of specified insurance coverage shall result in termination of the Agreement.

11. Performance Bond. Pursuant to Section 255.05, Florida Statutes, FDVA requires the successful Contractor to provide a performance bond equal to the Agreement's full value. Bond shall be issued from a reliable surety company licensed to do business in the State of Florida and signed by a licensed Florida resident agent. As reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, NY 10038, surety company shall be at minimum rated "A-" (excellent) and Class "V" (as to financial size category), and the amount required shall not exceed 2% of the reported policy holder's surplus.

Contractor shall provide the bond to FDVA Primary Contact within five (5) business days of the executed Agreement. Bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bond in behalf of the surety company had the authority to do so on the date of the bond. The cost of the bond will be borne solely by the Contractor. Bond shall state in its front page:

- a) Contractor's name, principle business address, and phone number.
- b) Surety company name.
- c) FDVA's full name (Florida Department of Veterans' Affairs).
- d) Solicitation number assigned by FDVA.
- e) General description of the required commodity or project.

The performance bond must remain in effect for the life of the Agreement, including any renewal. FDVA shall be named as the beneficiary of the Contractor's bond. Bond will provide that the surety company

pay losses suffered by FDVA directly to FDVA. In the event of termination of the Agreement by Contractor, Contractor agrees that FDVA damages shall be considered to be for the full amount of the bond. FDVA need not prove the damage amount in exercising its right of recourse against the bond.

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

12. Safety and Security Compliance.

(a) Background Screening: In accordance with Florida law and State of Florida Agency for Health Care Administration (AHCA) requirements, all Contractor staff must successfully pass Level 2 (FDLE and FBI) background screening. Contractor must fully provide for, schedule, secure, and report Level 2 background screening results for all Contractor staff. Prior to commencement of work, Contractor shall provide FDVA Contract Manager with evidence that Level 2 background screening of all Contractor staff has been successfully passed. FDVA Contract Manager will describe the process and determine field verification. Evidence of each Contractor staff members successful passing of Level 2 background screening will be maintained onsite at SVNH.

(b) Check In: Prior to commencement of daily work, Contractor shall first check-in with FDVA Contract Manager to ensure that all FDVA activities in the work area are curtailed and to acknowledge Contractors commencement of work. Any package checks must be pre-approved by FDVA Home Administrator.

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

(d) Jobsite Safety: Contractor shall ensure that FDVA staff, residents, and visitors are not in the work area and remain at a safe distance while performing the requirements of the Agreement. All equipment, tools, materials, supplies, preparation and application methods, as well as personal conduct of the Contractor will conform to "best practice" methodologies of the engaged field. Equipment, tools, materials, and supplies must not be left unattended for any reason, at any time. Contractor shall adhere to and be in compliance with OSHA and all applicable local, state, and federal codes, laws, ordinances, rules, and regulations.

(e) Jobsite Security: Contractor is responsible for continuously maintaining a secure job site. Contractor shall ensure that adequate safeguards are implemented for the project. Contractor will wear easily identifiable ID badges or uniforms. Contractor must obtain both FDVA Home Administrator and FDVA Contract Manager approval prior to access to any secure area.

(f) Material Safety Data: Prior to any application, Contractor shall provide a copy of the Material Safety Data Sheet (MSDS) for all materials and supplies used on-site to FDVA Contract Manager. The MSDS shall remain on file with FDVA Contract Manager as it provides valuable safety and adverse reaction information. All materials and supplies must be low VOC (volatile organic compound) and shall be approved for use in a long-term healthcare and foodservice environments.

(g) Respiratory Protection: Prior to Contractor performing any work which may introduce dust, fumes, or any other material into the conditioned spaces of service location, Contractor shall notify FDVA Contract Manager so preventative measures may be immediately implemented. Contractor shall provide vapor barriers (i.e. visqueen polyethylene plastic sheeting, temporary walls, etc.) and masking when necessary in performance of the Agreement. Contractor shall have a Respiratory Protection Program in place, meeting local, state, and federal codes, laws, ordinances, rules, and regulations. Prior to commencement of work, Contractor will provide a copy of Contractor's Respiratory Protection Program to FDVA Contract Manager.

(h) Cleanup: Contractor must ensure that the project jobsite is kept clean and safe on a daily basis. Contractor shall be responsible for the immediate cleanup of any project related spills and excess materials, including but not limited to all equipment, tools, materials, supplies, debris, and empty

containers. All surface protective (masking) materials must be immediately removed after each given work area has been completed.

(i) Check Out: Upon completion of daily work, Contractor shall notify FDVA Contract Manager that Contractor staff has completed work and confirm that all security and safety measures have been performed. A service ticket shall be presented to the FDVA Contract Manager upon completion. Service ticket will include date, time, name of Contractor designee, type of services and or inspections performed, and any comments about other items requiring immediate or future attention.

(j) Emergency Service Calls: Upon the request from FDVA Contract Manager, Contractor must provide a four (4) hour emergency repair service response. Cost of emergency repair services shall not be part of the Agreement resulting from this solicitation. Due to the nature and dynamics of the facility and because services to residents would be curtailed, Contractor shall regard emergency services calls as a priority.

13. Disconnection, Removal, and Reinstallation of Items or Equipment. With FDVA Contract Manager prior written approval, in accordance with manufacturer specifications and warranty guidelines, Contractor shall provide for the disconnection, removal, and reinstallation of any and all mounted, fastened in place, plumbed, and electrical equipment, or any and all other items necessary to perform the requirements of the Agreement. If necessary, Contractor shall take pictures and measurements to aid in replacing items to their original positions.

14. State Property Damage. FDVA Contract Manager shall conduct a daily inspection of the work area to verify any potential alteration or damage of State property. Contractor shall not make any alteration to any surface of the facility without prior written approval of FDVA Contract Manager. Any state property damaged by the Contractor must be reported immediately to FDVA Contract Manager. Damaged property shall be immediately repaired or replaced at the Contractor's sole expense. All repairs, parts, or replacement of damaged property shall be of like quality and design, in accordance with manufacturer's specifications and warranty, and restored, at a minimum, to the condition that existed immediately prior to the time of damage. Repair or replacement of damaged property must be pre-approved by and coordinated with FDVA Contract Manager. FDVA Contract Manager will conduct a final project site inspection upon completion of the total project with Contractor.

15. Contractor-Owned Equipment, Tools, Materials, and Supplies. Contractor must provide all equipment, tools, materials, and supplies necessary to perform the requirements of the Agreement. On-site storage of Contractor-owned equipment, tools, materials, and supplies is not permitted unless prior approval is granted in writing by FDVA Contract Manager. FDVA assumes no liability for damage or loss to Contractor-owned equipment, tools, materials, and supplies. Public health and safety related to delivered, used, and stored equipment, tools, materials, and supplies shall be the sole responsibility of Contractor. Upon completion of the project, Contractor will remove all Contractor-owned equipment, tools, materials, and supplies from the facility.

16. Design-Build Process. Contractor shall be solely responsible for both the complete design-build process and the State of Florida Agency for Health Care Administration (AHCA) plans review process. Contractor must immediately address and resolve any deficiencies resulting from AHCA review, as well as resubmit plans to AHCA for review until fully approved by AHCA. Contractor must coordinate any meetings and project site visits (prior to commencement of work, during work, and following the completion of work) between AHCA, the Contractor, and/or FDVA with FDVA Home Administrator and FDVA Contract Manager.

17. Existing System Removal and New System Installation.

(a) Contractor shall reference and act pursuant to National Electrical Code (NEC), Life Safety Code, and International Building Code.

(b) Installation process will proceed by having consoles of both the old and new systems setup and operating concurrently.

(c) Contractor will remove all existing analog nurse call system equipment and wiring, and upon removal immediately remit to FDVA Contract Manager.

- (d) Residents will be removed from one room at a time to allow for Contractor removal of existing analog call system and wiring, and installation of new digital system and wiring.
- (e) At no time will any resident-occupied room be non-functional.
- (f) Estimated time per room will be approximately three to four (3 to 4) hours.
- (g) Contractor must verify count of units to be installed.
- (h) In consultation with FDVA Contract Manager, Contractor will determine location of equipment to be replaced.
- (i) No alteration to any surface of the facility shall be made without prior written approval of FDVA Contract Manager. In compliance with all local, state, federal codes, laws, ordinances, rules, and regulations, Contractor shall provide for and install fire caulking to seal in and around any pre-existing or Contractor caused fire wall penetration. Prior to FDVA Final Acceptance, Contractor must provide photographic evidence of each pre-existing or Contractor caused fire wall penetration that was sealed. Photographic evidence shall be labeled to reflect the penetration number, date completed, and initials of Contractor personnel performing the sealing and inspecting to ensure compliance.
- (j) All materials and supplies, including but not limited to caulking, putty, patching must be low VOC (volatile organic compound) and shall be approved for use in a long-term healthcare and foodservice environments.
- (k) Contractor must use care while exposing ceiling tiles. Contractor shall provide for and replace (to match existing) any ceiling tiles which are broken or damaged by the Contractor.
- (l) All wiring must be done according to the National Electrical Code (NEC).
- (m) All Cat5e structured wiring installed above ceiling will be supported with "J" hooks and will not be attached to any gas pipes, water pipes, or any other structure.
- (n) Immediately following new system installation to each resident room, all functions of the newly installed the nurse call system will be tested and confirmed fully functional before resident re-entry.
- (o) Contractor must test, label, and certify all connections including room panels, lights and equipment.
- (p) After full functionality tests are confirmed the Contractor can then proceed to the next room where the process is repeated.
- (q) FDVA will provide housekeeping for patient room areas after commissioning each room.

18. System Requirements.

- (a) UL approved system based on industry-standard architecture compatible with FDVA's long term healthcare environment (UL1069 compliant).
- (b) System utilizing "Cat5e" structured wiring.
- (c) Consistent with all applicable local, state, federal codes, laws, ordinances, rules, and regulations.
- (d) Expandable for any future FDVA requirements, to include but not limited to any additional local, state, federal requirements.
- (e) Application support and use 24 hours per day, 7 days per week, 365 days per year.
- (f) Ability to track and report call volume and response time.
- (g) Integration with current facility handheld and mobile phones to provide voice, text, and alarm capabilities.
- (h) Provide "reminder" notifications such as rounding alerts.
- (i) Volume control and noise cancellation features in two way voice-to-voice communication between the nurse's station and all call stations.
- (j) Customizable escalating paging to other staff members if no one can respond to a call.
- (k) Volume control and noise cancellation features in two way voice-to-voice communication between the nurse's station and all call stations.
- (l) All call stations to include a sealed membrane covering over contact surfaces to prevent damage and allow for ease of cleaning and infection control.
- (m) All call stations must integrate with system to control the room call button and speaker for two way voice-to-voice communications (all resident rooms and all bathrooms).
- (n) Pillow speaker control with two way voice-to-voice communications to contain room TV speaker, TV on/off, TV channel and volume capabilities, and controls for room three (3) way lighting configurations.

(o) Large multi-colored "call" (corridor and zone) LED lights or variable indicator times to indicate seriousness and identify call location.

19. Operating Software Requirements.

- (a) Installable by FDVA's IT Department.
- (b) Operable on existing FDVA hardware and intranet system.
- (c) Provide reporting capabilities.
- (d) Provide ability to visualize events with real-time graphical floor plans and list-based activity displays.
- (e) Provide ability to plan staffing requirements efficiently.
- (f) Display real-time patient-related demographics and staff information.
- (g) Provide custom automatic tracking reports (incident, resolution, volume, historical, auditing, scheduling, and email delivery).
- (h) Password protection supported.

20. Equipment Requirements.

- (a) Lavatory/shower "pull cord" stations two way voice-to-voice communications; each resident room (both shared and private) has one (1) for shower and one (1) by toilet.
- (b) Central equipment boards and termination assembly.
- (c) Master station with "push button" two way voice-to-voice communications to all resident rooms and bathrooms.
- (d) Pillow speaker control must be able to turn on/off overhead light, TV on/off, channel change, TV speaker and volume, and "push button" two way voice-to-voice communications between resident and nurse station.
- (e) Single patient station with "push button" two way voice-to-voice communications.
- (f) Emergency station with "push button" two way voice-to-voice communications.
- (g) Silent paging capability.
- (h) Staff duty station.
- (i) Multi-color "Corridor" LED lights, minimum of three (3) colors.
- (j) Multi-color "Zone" LED lights, minimum of three (3) colors.
- (k) Uninterrupted power source (UPS) battery backup.
- (l) System and all system equipment must be fully surge protected.

21. Replacement Equipment for Alpha Wing.

- (a) One (1) master station.
- (b) Sixty (60) single patient stations (by bed, to support pillow speaker).
- (c) Seventy (70) pillow speaker controls; ten (10) of which will be extras.
- (d) Forty (40) multi-colored "Corridor" LED lights.
- (e) Three (3) multi-colored "Zone" LED lights.
- (f) Nine (9) staff duty stations.
- (g) Sixty-eight (68) lavatory/shower stations.
- (h) Five (5) emergency stations.
- (i) One (1) UPS battery backup.
- (j) Supporting equipment to be housed and wired in room 139.

22. Replacement Equipment for Delta Wing.

- (a) One (1) master station.
- (b) Sixty (60) single patient stations (by bed, to support pillow speaker).
- (c) Seventy (70) pillow speaker controls (10 of which will be extras).
- (d) Forty (40) multi-colored "Corridor" LED lights.

- (e) Three (3) multi-colored "Zone" LED lights.
- (f) Nine (9) staff duty stations.
- (g) Sixty-eight (68) lavatory/shower stations.
- (h) Five (5) emergency stations.
- (i) One (1) UPS battery backup.
- (j) Supporting equipment to be housed and wired in room 439.

23. Replacement Equipment for Main Area.

- (a) One (1) UPS battery backup.
- (b) Ten (10) multi-colored "Corridor" LED lights.
- (c) Eleven (11) lavatory stations/pull stations (no showers).
- (d) Six (6) emergency stations.
- (e) Ten (10) staff duty stations.
- (f) Supporting equipment to be housed and wired in room 204.

Note: FDVA network connected PC will be located in this area.

24. Backup Devices. Prior to FDVA Final Acceptance and Approval, Contractor shall provide backup devices for FDVA's future use. Backup devices shall match the new installed devices, be in original protective packaging, and labeled to describe contents for FDVA storage. The following specifies the backup devices and quantities to be furnished to FDVA:

- (a) Twenty (20) extra LED lights for the corridor lights.
- (b) Ten (10) extra pillow speakers.
- (c) Five (5) extra staff duty stations.
- (d) Five (5) extra shower stations.
- (e) Five (5) extra emergency stations.

25. Non-regulated and Regulated Waste Disposal. In accordance with all applicable local, state, and federal codes, laws, ordinances, rules, and regulations, Contractor shall properly dispose of any and all non-regulated and regulated waste resulting from the performance of the Agreement (excluding existing analog nurse call system equipment and wiring, which upon removal must be immediately remitted to FDVA Contract Manager). Unless written prior approval of FDVA Contract Manager states otherwise, all waste resulting from the requirements of the Agreement shall be removed via assigned hallway paths to service location's loading and unloading dock. Any waste removal shall not involve the rest of the Home.

26. User Access. FDVA requires system access for five (5) users; one (1) service location FDVA Home Administrator and four (4) SVNH staff members.

27. Staff Training. Prior to FDVA Final Acceptance, Contractor shall provide comprehensive, user friendly training developed specifically for FDVA and the new system implemented. Contractor will schedule all training for all engaged FDVA staff with FDVA Contract Manager at least three (3) business days in advance of event(s). Contractor will provide six (6) hours of training for each of FDVA's physical unit's staff upon turnover of facility. Additionally, Contractor shall provide four (4) hours of training for facility maintenance staff. Training curriculum must include but not limited to technical operation, feature identification, and trouble shooting. FDVA staff must be able to competently operate all required features and functions of the new system. Additionally, Contractor will provide FDVA Contract Manager with one (1) hard copy training guide and one (1) electronic copy training guide (i.e. power point pdf on CD). All training curriculum (in both hard copy and electronic form) must be approved by FDVA Contract Manager prior to Contractor provision of training.

28. Drawings. Contractor must develop, purchase, and secure all project related drawings, to include but not limited to preliminary and "as-built". Contractor shall make all project related drawings available to FDVA Contract Manager from project commencement through completion. Prior to FDVA Final Acceptance, Contractor will present FDVA Contract Manager with one (1) complete original set of project

related drawings in hard copy form and one (1) complete duplicate set of project related drawings in electronic form (pdf on CD).

29. Operating and Maintenance Manuals. Prior to FDVA Final acceptance, Contractor shall provide FDVA Contract Manager with one (1) set of all system related manuals in hardcopy and one (1) set of all system related manuals in electronic form (pdf on CD). Hardcopy manuals will be bound in hard plastic covers. Manuals, whether in electronic form or hardcopy, shall be neatly labeled, easily identifiable, and will be exhaustive in the coverage of the system to the extent that they may be used as the sole guide to operation, identification, trouble shooting, maintenance, adjustment, and repair of the system. The manuals shall include, but not be limited to diagrams, schematics, and functional details. All manuals, both hard copy and electronic form, must be approved by FDVA Contract Manager prior to FDVA Final Acceptance.

30. Technical Support Services. Contractor shall provide ongoing technical support services in order to address software malfunctions, operational questions, and enhancement requests. Support will be 24/7/365 days per year via telephone, email, and Contractor website. Current procedures to contact system support representatives will be available via Contractor website. Prior to FDVA Final Acceptance, Contractor shall provide, in writing, FDVA Contract Manager with all 24/7/365 days per year support contact information. Information must include names, phone numbers, fax numbers, mailing addresses, email addresses, and website addresses.

31. System Warranty. Contractor shall warrant that all labor, services, equipment, tools, materials, and supplies provided to be of the highest quality, free from all defects whatsoever. During the warranty period, any malfunctioning condition or damaged item will be repaired or replaced and retested until in accordance local, state, and federal codes, laws, ordinances, rules, and regulations, as well as in compliance with all manufacturer's specifications and warranty. Contractor shall provide warranty and all warranty repairs (including labor, services, equipment, tools, materials, and supplies) for a period of three (3) years from date of FDVA Final Acceptance. Prior to FDVA Final Acceptance, Contractor must provide written warranty and supporting documentation to FDVA Contract Manager.

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

33. Annual System Inspection, Testing, and Repairs. Contractor must provide one (1) annual system inspection, including but not limited to testing and repairs, to be completed in the twelfth (12) month from date of FDVA Final Acceptance. Annual system inspection, testing, and repairs shall be in accordance with all required local, state, and federal codes, laws, ordinances, rules, and regulations, as well as in compliance with all manufacturer's specifications and warranty. Any deficiencies noted during annual inspection and testing will be repaired by the Contractor. Contractor must schedule annual inspection, including but not limited to testing and repairs, with FDVA Contract Manager a least three (3) business days in advance.

34. Financial Consequences. Pursuant to Section 287.058(h), Florida Statutes, in the event of delay in the completion of this project beyond the dates specified in the executed Agreement, not subject to unavoidable delays, FDVA must recover its actual costs which it estimates at this time to be in the amount of **\$390.80** per calendar day for each calendar day the Contractor has failed to complete the project and provide deliverables by the deadlines specified in the executed Agreement. FDVA reserves the right to increase this amount if the actual financial consequences to FDVA caused by Contractor's delay are higher. Deductions must be made from monies due or which may be due to the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor. Contractor shall submit written notice requesting extension of time to FDVA Contract Manager for determination. FDVA, at its sole discretion, may approve extensions of the project completion date if delay is attributable to circumstances that are beyond the control of the Contractor. If FDVA approves extension of time, a change order must be used to incorporate the extension in the executed Agreement.

Contractor shall be solely responsible for the correction of all applicable deficiencies, tags, and citations; and will be liable for payment of any monetary fine, or reimbursement of per diem lost, if such fine or per diem lost is the result of any deficiency that is found by a licensure or certification entity and that is attributable to the Contractor.

35. Right to Inspect and Audit and Public Access. In accordance with Section 24(a) of Article I of the State of Florida Constitution and Section 119, Florida Statutes, FDVA and its duly authorized representatives, eligible users and their authorized representatives, as well as any state and federal representatives shall have the right to access, inspect and audit all facilities, project sites, commodities, services, equipment, records, papers, letters, documents, books, electronic storage media, and any other material made or received by the Contractor in conjunction with the Agreement. FDVA shall provide Contractor with advance written notice of FDVA inspection and audit. Contractor will store, maintain, and allow public access to all records, papers, letters, documents, books, electronic storage media, and any other material made or received by the Contractor in conjunction with the Agreement. The rights of public access shall last as long as the records are to be retained. If an audit has been initiated and audit findings have not been resolved, the records must be retained until resolution of the audit findings. Contractor's failure to provide public access to and retention of the above detailed shall constitute a breach of contract and will result in termination of the Agreement. Contractor will be responsible for all maintenance, storage, and delivery costs associated with all items detailed above to be maintained under the Agreement.

36. Invoice Submission and Payment. Invoice payment shall be made in accordance with Section 215.422, Florida Statutes, which states Contractor's rights and State of Florida responsibilities concerning interest penalties and time limits for payment of invoicing. FDVA is unable to pay in advance for any pre-staging, staging, labor, services, equipment, tools, materials, or supplies (stored or otherwise). The State of Florida's performance and obligation to pay invoicing is contingent upon FDVA certification of Contractor's acceptable performance in accordance with the Agreement and is subject to annual appropriation by the State of Florida Legislature. Contractor shall submit invoicing to the attention of FDVA Contract Manager. FDVA Contract Manager shall be responsible for monitoring Contractor performance of the Agreement and upon acceptance and approval, certify invoicing for payment. All invoicing must include Contractor's Federal Employment Identification Number, FDVA Agreement number, FDVA's purchase order number, period of service (month); as well as the Contractor's, respective SVNH service location, and remittance addresses. Prices shall be Contractor's net, delivered prices (F.O.B. destination), and must be in United States Dollars (USD). Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

37. Final Acceptance and Approval. FDVA final acceptance and approval shall be issued upon FDVA Contract Manager's certification of the Contractor's completion of the following closeout requirements:

- (a) Contractor delivery of any applicable submittals.
- (b) Contractor removal of all existing analog nurse call system equipment and wiring, as well as the immediate remittance to FDVA Contract Manager upon removal.
- (c) Contractor delivery of a new, fully operational, digital nurse call system.
- (d) Contractor delivery of Contractor photographic evidence of applicable pre-existing or Contractor caused fire wall penetration that was sealed.
- (e) Contractor removal and disposal of all project related waste (excluding existing analog nurse call system equipment and wiring).
- (f) Contractor removal of all Contractor-owned equipment and materials.
- (g) Contractor delivery of training guide in original hard copy and electronic form.
- (h) Contractor delivery of all project drawings in hard copy and electronic form.
- (i) Contractor delivery of operating and maintenance manuals in hard copy and electronic form.
- (j) Contractor delivery of written Contractor technical support contact information.
- (k) Contractor delivery of written warranty and any applicable supporting documentation.
- (l) Contractor scheduling of annual system inspection, testing, and repair.
- (m) Contractor delivery of final invoicing.

SECTION "VI"
BID FORM

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

THE UNDERSIGNED HEREBY AGREES TO FURNISH ALL LABOR, SERVICES, EQUIPMENT, TOOLS, MATERIALS, AND SUPPLIES REQUIRED IN ACCORDANCE WITH THE SPECIFICATIONS ON FILE WITH THE FLORIDA DEPARTMENT OF VETERANS' AFFAIRS, MARY GRIZZLE BLDG., ROOM 311-K, 11351 ULMERTON ROAD, LARGO, FL 33778, WHICH HAVE BEEN CAREFULLY EXAMINED AND ATTACHED HERETO.

INVITATION TO BID (ITB): FDVA-ITB-14-006B "BENNETT SVNH NURSE CALL SYSTEM"

PROJECT DESCRIPTION: CONTRACTOR SHALL REMOVE THE EXISTING ANALOG NURSE CALL SYSTEM EQUIPMENT AND WIRING, AND UPON REMOVAL IMMEDIATELY REMIT TO FDVA CONTRACT MANAGER. FURTHER, CONTRACTOR WILL FULLY PROVIDE THE DESIGN-BUILD PROCESS, INSTALLATION OF A NEW NURSE CALL SYSTEM (UTILIZING "CAT5E" STRUCTURED WIRING), STAFF TRAINING, PROPER DISPOSAL OF ALL PROJECT RELATED WASTE; AS WELL AS ONE (1) ANNUAL SYSTEM INSPECTION, INCLUDING BUT NOT LIMITED TO TESTING AND REPAIRS; FOR THE EMORY BENNETT STATE VETERANS' NURSING HOME LOCATED AT 1920 MASON AVENUE, DAYTONA BEACH, FL 32117.

PROJECT BID TOTAL PRICE: \$ _____ (PROJECT BID TOTAL PRICE SHALL BE INCLUSIVE OF ALL REQUIREMENTS AND ANY RELATED COSTS AS STATED IN THIS SOLICITATION AND ANY ADDENDUM ISSUED PRIOR TO BID OPENING DUE DATE AND TIME).

PROJECT COMPLETION: FROM THE DATE OF AGREEMENT'S FULL EXECUTION, FDVA REQUIRES SPECIFIED SERVICES TO BE COMPLETED TO THE FULL SATISFACTION AND ACCEPTANCE OF FDVA WITHIN FORTY-FIVE (45) CALENDAR DAYS.

CONTRACTOR ESTIMATED TIME FOR COMPLETION _____ **DAYS.**

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

CONTRACTOR'S FEDERAL I.D. #: _____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

PERSON TO CONTACT AFTER AWARD: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I CERTIFY THAT I HAVE READ AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SOLICITATION, AND THAT THIS BID IS MADE IN ACCORDANCE WITH ALL REQUIREMENTS OF THE SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "VII"
STATEMENT OF NO BID

IF RESPONDENT DOES NOT INTEND TO SUBMIT A RESPONSE TO THIS SOLICITATION, PLEASE FULLY EXECUTE THE BELOW FORM IN THE PROVIDED FORMAT AND RETURN TO FDVA PRIMARY CONTACT. FORM MAY BE SENT TO EMAIL ADDRESS shawt@fdva.state.fl.us OR MAILED TO THE FOLLOWING:

TIM SHAW, FCCM
CONTRACTING ADMINISTRATOR
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
MARY GRIZZLE STATE OFFICE BUILDING
11351 ULMERTON ROAD, ROOM 311-K
LARGO, FL 33778-1630

WE, THE UNDERSIGNED, DECLINE TO SUBMIT A RESPONSE TO FDVA SOLICITATION NO. FDVA-ITB-14-006B FOR THE FOLLOWING REASON(S):

- WE DO NOT OFFER THE PRODUCT OR SERVICE.
- SPECIFICATIONS TOO "TIGHT" (PLEASE EXPLAIN BELOW).
- SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- UNABLE TO MEET SPECIFICATIONS.
- INSUFFICIENT TIME TO RESPOND TO SOLICITATION.
- OUR SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- UNABLE TO MEET BOND REQUIREMENTS.
- UNABLE TO MEET INSURANCE REQUIREMENTS.
- OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I HEREBY CERTIFY THAT THE CONTRACTOR IDENTIFIED ABOVE DECLINES TO SUBMIT A RESPONSE TO THIS SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "VIII"
RESPONDENT REFERENCES

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

HOW LONG IN PRESENT LOCATION: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

IN THE FOLLOWING BELOW PROVIDED SPACES, RESPONDENT SHALL LIST ANY NAMES UNDER WHICH IT OPERATED DURING THE PAST FIVE (5) YEARS:

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO PROPERLY EVALUATE RESPONDENT'S RESPONSE TO THIS SOLICITATION. RESPONDENT MUST PROVIDE FOUR (4) VERIFIABLE CLIENT REFERENCES IN THE ENGAGED INDUSTRY. REFERENCES LISTED MUST BE FOR COMMODITIES OR SERVICES SIMILAR IN NATURE TO THAT REQUIRED BY THIS SOLICITATION.

THE SAME CLIENT MAY NOT BE LISTED FOR MORE THAN ONE (1) REFERENCE AND CONFIDENTIAL CLIENTS SHALL NOT BE INCLUDED. SUBCONTRACTORS LISTED AS REFERENCES WILL NOT BE ACCEPTED. ENTITIES HAVING AN AFFILIATION WITH THE RESPONDENT (I.E. CURRENTLY PARENT, SUBSIDIARY HAVING COMMON OWNERSHIP, HAVING COMMON DIRECTORS, OFFICERS OR AGENTS OR SHARING PROFITS OR LIABILITIES) WILL NOT BE ACCEPTED AS REFERENCES.

IN THE EVENT THE RESPONDENT HAS HAD A NAME CHANGE SINCE THE TIME SIMILAR COMMODITIES OR SERVICES WERE PERFORMED FOR A LISTED REFERENCE, THE NAME UNDER WHICH THE RESPONDENT OPERATED AT THAT TIME MUST ALSO BE PROVIDED ADJACENT TO THE SPACE PROVIDED FOR VENDOR NAME.

REFERENCES SHOULD BE AVAILABLE FOR CONTACT DURING NORMAL BUSINESS HOURS; 8:00 AM TO 5:00 PM LOCAL TIME. FDVA WILL ATTEMPT TO CONTACT EACH REFERENCE TWO (2) TIMES (ONCE BY EMAIL AND ONCE BY PHONE). IN THE EVENT THE REFERENCE CANNOT BE REACHED, FDVA WILL REQUEST RESPONDENT TO PROVIDE AN ALTERNATE REFERENCE WITHIN ONE (1) BUSINESS DAY. RESPONDENT FAILURE TO PROVIDE ALTERNATE REFERENCE WITHIN THE REQUIRED TIME MAY RESULT IN THE RESPONDENT BEING CONSIDERED NON-RESPONSIVE. FDVA WILL NOT ATTEMPT TO CORRECT AGED OR INCORRECTLY SUPPLIED INFORMATION.

ADDITIONALLY, FDVA RESERVES THE RIGHT TO CONTACT CLIENTS OTHER THAN THOSE IDENTIFIED BY THE RESPONDENT IN ORDER TO OBTAIN ADDITIONAL INFORMATION REGARDING RESPONDENT PAST PERFORMANCE. ANY INFORMATION OBTAINED AS A RESULT OF SUCH CONTACT MAY BE USED TO DETERMINE WHETHER OR NOT THE RESPONDENT IS A "RESPONSIBLE VENDOR", AS DEFINED IN SECTION 287.012 (24), FLORIDA STATUTES.

Invitation to Bid FDVA-ITB-14-006B
Florida Department of Veterans' Affairs

REFERENCE NUMBER 1:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

REFERENCE NUMBER 2:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

Invitation to Bid FDVA-ITB-14-006B
Florida Department of Veterans' Affairs

REFERENCE NUMBER 3:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

REFERENCE NUMBER 4:

VENDOR NAME: _____

CLIENT NAME: _____

ADDRESS: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE NUMBER: _____

PRIMARY CONTACT EMAIL ADDRESS: _____

CONTRACT PERFORMANCE PERIOD: _____

LOCATION OF SERVICES: _____

BRIEF DESCRIPTION OF SIMILAR COMMODITIES OR SERVICES PROVIDED BY RESPONDENT TO THIS CLIENT:

SECTION "IX"
ADDENDUM ACKNOWLEDGMENT FORM

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

PRIOR TO SUBMITTING A RESPONSE TO THIS SOLICITATION, IT IS THE RESPONSIBILITY OF THE RESPONDENT TO CONFIRM IF ANY ADDENDUM HAS BEEN ISSUED VIA THE STATE OF FLORIDA VENDOR BID SYSTEM (VBS).

FAILURE TO ACKNOWLEDGE ISSUED ADDENDUM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE. IF ANY ADDENDUM WAS ISSUED, THE AUTHORIZED UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM TO THIS SOLICITATION:

ADDENDUM NO.: _____ DATED: _____ ADDENDUM NO.: _____ DATED: _____
ADDENDUM NO.: _____ DATED: _____ ADDENDUM NO.: _____ DATED: _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGEMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I ACKNOWLEDGE RECEIPT OF THE ISSUED ADDENDUM TO THIS SOLICITATION.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "X"
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

SECTION 287.135 FLORIDA STATUTES PROHIBITS STATE AGENCIES FROM CONTRACTING WITH COMPANIES, FOR GOODS AND SERVICES FOR ONE MILLION DOLLARS OR MORE, WHICH ARE EITHER ON THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST. BOTH LISTS ARE CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

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

I UNDERSTAND FDVA MAY IMMEDIATELY TERMINATE THE AGREEMENT FOR CAUSE IF THE RESPONDENT IS PLACED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, PURSUANT TO SECTION 215.473, FLORIDA STATUTES.

I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION MAY RESULT IN TERMINATION OF THE AGREEMENT, AND SUBJECT THE RESPONDENT TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO SECTION 287.153 FLORIDA STATUTES.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

SECTION "XI"
ATTESTATION OF NO CONFLICT

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

REPRESENTATIVES OF THE RESPONDENT CONTRACTOR ARE REQUIRED TO DISCLOSE IF THEY HAVE ANY CONFLICT OF INTEREST IN THE PROCUREMENT PROCESS REGARDING THIS SOLICITATION.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGMENT: EACH UNDERSIGNED INDIVIDUAL HEREBY ATTESTS THAT HE/SHE TOOK PART IN THE PROCUREMENT PROCESS FOR THE ABOVE DETAILED SOLICITATION AND THAT THEY HAVE NO CONFLICT OF INTEREST.

1. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

2. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

3. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

4. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

5. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

6. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

7. AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

APPENDIX "A"
CERTIFICATION OF DRUG-FREE WORKPLACE

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

SECTION 287.087, FLORIDA STATUTES, PROVIDES THAT WHERE IDENTICAL (TIE) RESPONSES ARE RECEIVED, PREFERENCE SHALL BE GIVEN TO A BID RECEIVED FROM A RESPONDENT THAT CERTIFIES IT HAS IMPLEMENTED A DRUG-FREE WORKFORCE PROGRAM. PLEASE REVIEW THE BELOW, SIGN, AND RETURN THIS FORM TO CERTIFY RESPONDENT'S IMPLEMENTATION OF A DRUG-FREE WORKPLACE PROGRAM AS FOLLOWS:

1. PUBLISH A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATION OF SUCH PROHIBITION.
2. INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE COMPANY'S POLICY OF MAINTAINING A DRUG-FREE WORKPLACE, ANY AVAILABLE DRUG COUNSELING, REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAMS AND THE PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS.
3. GIVE EACH EMPLOYEE ENGAGED IN PROVIDING THE GOODS OR SERVICES REQUIRED IN THIS SOLICITATION A COPY OF THE STATEMENT SPECIFIED ABOVE IN SECTION 1.
4. IN THE STATEMENT SPECIFIED ABOVE IN SECTION 1, NOTIFY EMPLOYEE(S) AS A CONDITION OF PROVIDING THE GOODS OR SERVICES REQUIRED IN THIS SOLICITATION, THAT EMPLOYEE(S) WILL ABIDE BY THE TERMS OF THE STATEMENT AND WILL NOTIFY COMPANY OF ANY CONVICTION OF, OR PLEA OF GUILTY OR NOLO CONTENDERE TO, ANY VIOLATION OF CHAPTER 893 OR OF ANY CONTROLLED SUBSTANCE LAW OF THE UNITED STATES AND ANY STATE, FOR A VIOLATION OCCURING IN THE WORKPLACE NO LATER THAN FIVE (5) CALENDAR DAYS AFTER SUCH CONVICTION.
5. IMPOSE A SANCTION ON, OR REQUIRE THE SATISFACTORY PARTICIPATION IN A DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM IF SUCH IS AVAILABLE IN THE EMPLOYEE'S COMMUNITY BY ANY EMPLOYEE WHO IS SO CONVICTED.
6. MAKE A GOOD FAITH EFFORT TO CONTINUE TO MAINTAIN A DRUG-FREE WORKPLACE THROUGH IMPLEMENTATION OF A DRUG-FREE WORKPLACE PROGRAM.

ACKNOWLEDGMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE RESPONDENT, I CERTIFY THAT THIS COMPANY FULLY COMPLIES WITH THE ABOVE REQUIREMENTS. I FURTHER UNDERSTAND THAT THE SUBMISSION OF A FALSE CERTIFICATION MAY RESULT IN TERMINATION OF THE AGREEMENT, AND SUBJECT THE RESPONDENT TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO SECTION 287.153, FLORIDA STATUTES.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

APPENDIX "B"
NON-COLLUSION AFFIDAVIT

RESPONDENT MUST INCLUDE THIS FORM FULLY EXECUTED, IN THE PROVIDED FORMAT, WITH RESPONSE TO THIS SOLICITATION. FAILURE TO FULLY EXECUTE AND SUBMIT THIS FORM MAY RESULT IN RESPONDENT BEING CONSIDERED NON-RESPONSIVE.

STATE OF _____ COUNTY OF _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):

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

1. THE PRICE(S) AND AMOUNT(S) OF THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER PROVIDER, POTENTIAL PROVIDER, BIDDER, OR POTENTIAL BIDDER.
2. NEITHER THE PRICE(S) NOR THE AMOUNT(S) OF THIS BID, AND NEITHER THE APPROXIMATE PRICE(S) NOR APPROXIMATE AMOUNT(S) OF THIS BID, HAVE BEEN DISCLOSED TO ANY OTHER COMPANY OR PERSON WHO IS A PROVIDER, POTENTIAL PROVIDER, BIDDER, OR POTENTIAL BIDDER, AND THEY WILL NOT BE DISCLOSED BEFORE THE BID OPENING.
3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE TO INDUCE ANY COMPANY OR PERSONS TO REFRAIN FROM SUBMITTING A BID FOR THIS SOLICITATION, OR TO SUBMIT A PRICE(S) HIGHER THAT THE PRICE(S) IN THIS BID, OR TO SUBMIT ANY INTENTIONALLY HIGH OR NONCOMPETITIVE PRICE(S) OR OTHER FORM OF COMPLEMENTARY BID.
4. THE BID OF MY COMPANY IS MADE IN GOOD FAITH AND NOT PURSUANT TO ANY AGREEMENT OR DISCUSSION WITH, OR INDUCEMENT FROM, ANY COMPANY OR PERSON TO SUBMIT A COMPLEMENTARY OR OTHER NONCOMPETITIVE BID.
5. THE NAMED COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTOR, AND EMPLOYEES ARE NOT CURRENTLY UNDER INVESTIGATION, BY ANY GOVERNMENTAL AGENCY AND HAVE NOT IN THE LAST THREE YEARS BEEN CONVICTED OR FOUND LIABLE FOR ANY ACT PROHIBITED BY STATE OR FEDERAL LAW IN ANY JURISDICTION, INVOLVING CONSPIRACY OR COLLUSION WITH RESPECT TO SUBMITTING A RESPONSE ON ANY PUBLIC CONTRACT.

I STATE THAT I, AND THE NAMED COMPANY, UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE REPRESENTATIONS ARE MATERIAL AND IMPORTANT, AND WILL BE RELIED ON BY THE STATE OF FLORIDA FOR WHICH THIS BID IS SUBMITTED. I UNDERSTAND AND MY COMPANY UNDERSTANDS ANY MISSTATEMENT IN THIS AFFIDAVIT IS AND SHALL BE TREATED AS FRAUDULENT CONCEALMENT FROM THE STATE OF FLORIDA OF THE TRUE FACTS RELATING TO THE SUBMISSION OF BID FOR THIS CONTRACT.

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

COUNTY OF _____ STATE OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2014.

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC _____

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION: _____

TYPE OF IDENTIFICATION PRODUCED: _____

ATTACHMENT "A"
"SAMPLE AGREEMENT"
FDVA-ITB-14-006B "BENNETT SVNH NURSE CALL SYSTEM"

THIS AGREEMENT is made on this ____ day of _____, 2014, by and between State of Florida, Department of Veterans' Affairs ("FDVA"), with its principal business location at Mary Grizzle State Office Building, 11351 Ulmerton Road, Room 311-K, Largo, FL 33778-1630 and _____ ("Contractor"), with its principal business location at _____. Each referred to as a "party" or collectively "parties".

WHEREAS, Pursuant to Chapter 287, Florida Statutes, FDVA issued Invitation to Bid (ITB) No. FDVA-ITB-14-006B, on _____, 2014; for the provision of all labor, services, equipment, tools, materials, and supplies required in performance of the Agreement. Contractor shall remove the existing analog nurse call system equipment and wiring, and upon removal immediately remit to FDVA Contract Manager. Further, Contractor will fully provide the design-build process, installation of a new nurse call system (utilizing "Cat5e" structured wiring), staff training, proper disposal of all project related waste; as well as one (1) annual system inspection, including but not limited to testing and repairs, as set forth in the ITB, for the Emory Bennett State Veterans' Nursing Home, located at 1920 Mason Avenue, Daytona Beach, FL 32117.

WHEREAS, Contractor submitted a Response to the ITB on _____, 2014; and

WHEREAS, FDVA awarded the ITB Submittal to Contractor and the parties wish to set forth the terms and conditions of their agreement.

NOW THEREFORE, the parties in consideration of the mutual benefits and promises set forth herein, the adequacy of which is acknowledged by the parties, agree as follows:

1.1 DOCUMENTS:

1.1.1 "Contract Documents" shall mean and refer to this Agreement including any attachments, the ITB, all addenda and exhibits attached thereto, including but not limited to, all duly executed and issued amendments (attached hereto as Exhibit "A"), the Contractor's Bid (attached hereto as Exhibit "B"), and any other exhibits as required. All of the foregoing are incorporated herein by reference and are made a part of this Agreement.

1.1.2 To the extent of any conflict between the Contract documents, the Agreement and Amendments shall control, then the Solicitation and Addendum, then the FDVA Purchase Order, and then the Contractor's Bid.

2.1 GENERAL DESCRIPTION OF SERVICES:

2.1.1 Contractor shall provide all labor, services, equipment, tools, materials, and supplies required in performance of the Agreement. Contractor shall remove the existing analog nurse call system equipment and wiring, and upon removal immediately remit to FDVA Contract Manager. Further, Contractor will fully provide the design-build process, installation of a new nurse call system (utilizing "Cat5e" structured wiring), staff training, proper disposal of all project related waste; as well as one (1) annual system inspection, including but not limited to testing and repairs, as set forth in the ITB, for the Emory Bennett State Veterans' Nursing Home, located at 1920 Mason Avenue, Daytona Beach, FL 32117.

2.1.2 Contractor shall complete the tasks as outlined in the ITB, as well as all services and work not mentioned, but necessary for Contractor to complete the work outlined in the Contract Documents.

2.1.3 Contractor is responsible for securing any and all licenses, permits, special variances, inspections, approvals, exemptions, certifications, tagging, and permissions required to complete the work called for by the Contract Documents, including coordinating and notifying any agencies, prior to and during the work, which require such communication(s).

3.1 CONTRACT SUM AND TERMS OF PAYMENT:

3.1.1 In consideration of Contractor's faithful performance of the covenants in this Agreement and its completion and delivery of the statement of work as outlined in the Contract Documents, to the full satisfaction and acceptance of FDVA; FDVA agrees to pay or cause to be paid a total contract sum not to exceed **\$ TBD**, as set forth in Contractor's Bid.

3.1.2 It is agreed that Contractor's expenses, including but not limited to, costs for travel, printing and photocopying, long distance telephone calls and facsimiles, and overnight delivery services, are included in the sum listed in 3.1.1 above.

3.1.3 FDVA does not pay any excise or sales tax and shall provide to the Contractor sales tax exemption information, where appropriate.

3.1.4 During the performance of the services under this Agreement, FDVA shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the services called for by the Contract Documents. Contractor must receive prior written approval from FDVA before beginning any additional services related to the work under the Contract Documents. In the event that FDVA provides prior written approval for additional services, then, upon completion of such additional services, Contractor shall be entitled to compensation for the additional services rendered at the rate(s) or price(s) set forth in the Bid, or as otherwise mutually agreed upon by the parties in writing. If Contractor performs additional services without first receiving prior written approval from FDVA, Contractor shall not be entitled to compensation for the unapproved services.

4.1 DELIVERABLES:

4.1.1 The deliverables, as defined in the Agreement, are the Contractors removal of the existing analog nurse call system equipment and wiring, and upon removal immediately remit to FDVA Project Manager. Further, Contractor will fully provide the design-build process, installation of a new nurse call system (utilizing "Cat5e" structured wiring), staff training, proper disposal of all project related waste; as well as one (1) annual inspection, including but not limited to testing and repairs, as set forth in the ITB.

5.1 PERFORMANCE MEASURES:

5.1.1 Performance measures will be based on the quality and timeliness of the deliverables as determined solely by FDVA.

6.1 APPLICABLE LEGAL STANDARDS:

6.1.1 Contractor shall comply with all local, federal, and state codes, laws, ordinances, rules, regulations, and lawful orders of public authorities that, in any manner, could bear on the provision of services under the Contract Documents.

6.1.2 As between the parties, Contractor shall obtain and maintain at its own expense all licenses, permits, approvals, certifications, and regulatory authority required by law with respect to Contractor's operation and provision of services as contemplated in the Contract Documents, and FDVA shall obtain and maintain at its own expense all licenses, permits, approvals, certifications, and regulatory authority required by law with respect to FDVA's use of the services contemplated in the Contract Documents. Unless specified otherwise in the Contract Documents, each party will give all notices, pay all fees, and comply with all codes, laws, ordinances, rules, regulations, and lawful orders of public authorities relating to its performance obligations specified in this Agreement.

6.1.3 If the Contractor provides services in a manner that it knows is contrary to any codes, laws, ordinances, rules, regulations, and lawful orders of public authorities, or that the Contractor should have known was contrary to the same, the Contractor shall assume full responsibility for such services and shall bear all attributable costs.

6.1.4 If the contract sum is for \$1 million dollars or more, and the Contractor is subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, FDVA, or if the Contractor has found to have submitted a false certification representing that Contractor has not been placed on these lists, then FDVA may terminate this agreement, in accordance with section 287.135, Florida Statutes (2013).

7.1 NOTICES:

7.1.1 All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

8.1 TERM OF SERVICE:

8.1.1 The term of this Contract shall commence on **TBD**, with no renewals. From the date of Agreement's full execution, FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA within forty-five (45) calendar days. Final date for Contract Completion on **TBD**.

8.1.2 Termination of this Contract shall be governed by the provisions specified in ITB Section II, Item No. 22 "Termination for Convenience" and Item No. 23 "Termination for Cause".

9.1 MODIFICATION:

9.1.1 The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

10.1 SUCCESSORS AND ASSIGNS:

10.1.1 The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

11.1 ENTIRE AGREEMENT

11.1.1 The Contract Documents, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto.

12.1 CLOSING

12.1.1 In the event any portion of the Contract Documents shall be declared by any court of competent jurisdiction to be invalid or unenforceable, the parties agree that such invalid or unenforceable portion shall be severable and the Contract Documents shall be treated as though that portion had never been part of the Contract Documents.

12.1.2 The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

12.1.3 Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

Invitation to Bid FDVA-ITB-14-006B
Florida Department of Veterans' Affairs

12.1.4 Contractor understands and agrees it shall be bound by all the terms and conditions of this Contract, as well as such terms and conditions set forth in Invitation to Bid (ITB) Number FDVA-ITB-14-006B.

12.1.5 This Agreement shall be governed by the laws of the State of Florida, and the parties stipulate any matter, action or proceeding, which is the subject of this Contract, shall be held in the State courts or the U.S. District Court for the Northern District of Florida, Tallahassee Division, located in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on _____, 2014.

Contractor

State of Florida Department of Veterans' Affairs (FDVA)

Contractor Signature

FDVA Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest:

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

Signature, Corporate Secretary

FDVA Signature

Seal:

Print Name: _____

Title: _____