FLORIDA DEPARTMENT OF VETERANS' AFFAIRS

Honoring those who served U.S.

STATE OF FLORIDA
DEPARTMENT OF VETERANS' AFFAIRS

INVITATION TO BID (ITB)

SOLICITATION NO: FDVA-ITB-27-002B

BENNETT- LOCHINVAR BOILER #2

SUBMIT ALL INQUIRIES IN WRITING (VIA E-MAIL) TO:

JO ANN SNYDER, FCCM
PURCHASING SPECIALIST
FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
MARY GRIZZLE STATE OFFICE BUILDING
11351 ULMERTON ROAD, SUITE 335
LARGO, FLORIDA 33778-1630

EMAIL: PURCHASING@FDVA.FL.GOV



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SECTION "I"
INTRODUCTION

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1. Issuing Office.

a) The sole 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**
Jo Ann Snyder Purchasing Specialist Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Suite 335 Largo, FL 33778-1630 Telephone: (727) 518-3202, Ext. 5609 E-mail:joann.snyder@fdva.fl.gov	Scott Gerke Purchasing Officer Mary Grizzle State Office Building Florida Department of Veterans' Affairs 11351 Ulmerton Road, Suite 335 Largo, FL 33778-1630 Telephone: (727) 518-3202, Ext. 5557 E-mail: scott.gerke@fdva.fl.gov

b) 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. FDVA shall not be bound by any information from whatever source that is not expressly contained within this solicitation and any issued addendum.

2. Purpose and Scope. 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 L. Bennett State Veterans' Nursing Home located at 1920 Mason Ave Daytona Beach, Fl.32117 (Volusia County).The successful Contractor shall provide labor, services, equipment, tools, materials, and supplies required in the performance of the Agreement. Contractor shall remove the existing boiler #2 H.B. Smith Series 28A-8 CRN# D-605 Seria l# N92-1101 and drain water and reconnect piping. Contractor will install new boiler Lochinvar M# CHN2072-M13 Copper-fin gas boiler. Reconnect existing flue gas piping to new boiler.Wire electrical to the new boiler and replace existing pipe insulation. Open isolation valves and check for any leaks on new boiler. Startup of pump and boiler.Contractor will provide 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.The term of this Contract shall commence on the date of the Agreement's full execution, with no renewals. FDVA requires specified services to be completed to the full satisfaction and

acceptance of FDVA and any applicable authorities having jurisdiction, within one hundred and twenty (120) calendar days from the date of Agreement's full execution.

3. Mandatory Pre-Bid Meeting and On-Site Visit. A mandatory pre-bid meeting and on-site visit will be held at the location, date, and time specified below. Contractor failure to attend this mandatory pre-bid meeting and on-site visit shall disqualify Contractor from submitting a bid and any consideration. This opportunity allows Contractors to tour the site, ask questions, and seek clarifications about this solicitation. Floor plans will be available at the mandatory pre-bid meeting and on-site visit, only to those in attendance. 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.
This will be the only on-site visit conducted and allowed for this solicitation. Contractors are encouraged to invite knowledgeable representatives from all anticipated sub-contractors to attend the mandatory pre-bid meeting and on-site visit. 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 its obligation to carry out the provisions of the executed greement.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in public meetings related to this solicitation is asked to advise FDVA at least five (5) business days before the meeting by contacting the FDVA Primary Contact at the email address provided above. If you are hearing or speech impaired, please contact Florida Relay Services at 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

Location: Emory L.Bennett State Veterans Nursing Home (SVNH)
1920 Mason Ave
Daytona Beach , FL 32117 (Volusia County)

Date and Start Time: Tuesday August 18, **2026 at 11:00 A.M**. (local time)

4. Timeline. It is the Contractors responsibility to monitor the State of Florida Vendor Information Portal (VIP) for any updates or changes regarding this solicitation. The dates below and times are subject to change without notice:

EVENT	EVENT DATE
Issue Invitation to Bid (ITB).	**Thursday, August 6 , 2026**
Mandatory Pre-Bid Meeting and On-Site Visit (Begin at 11:00 AM Local Time).	**Tuesday, August 18 , 2026**
Respondents Written Questions Due (By 3:00 PM Local Time).	**Wednesday, August 19 , 2026**
"Anticipated" Posting of FDVA Response to Respondent Questions.	**Thursday, August 20 , 2026**
Bid Due Date/Time and Opening (By 3:00 PM Local Time).	**Thursday, August 27, 2026**
"Anticipated" Posting of FDVA Notice of Intent to Award.	**Wednesday, September 9, 2026**
"Anticipated" Execution of Agreement / Contract Commencement	**Wednesday, September 16, 2026**

5. Public Meeting Agendas.

a) Mandatory Pre-Bid Meeting and Onsite Visit (Reference above "Timeline"):
1) Opening Remarks and Introductions.
2) Overview of Solicitation.
3) Question and Answer.
4) On-Site Visit.
5) Question and Answer.
6) Public Comment Opportunity.
7) Closing Remarks and Adjournment.

b) Bid Opening Meeting (Reference above "Timeline":
1) Opening Remarks and Introductions.
2) Bid Opening and Tabulation (Announcement of Company Name and Total Bid Price).
3) Public Comment Opportunity.
4) Closing Remarks and Adjournment.

6. Terms and Conditions.

a) The State of Florida's General Contract Conditions are outlined in Form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over Form PUR 1000 where applicable. https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000.pdf

b) The State of Florida's General Instructions to Respondents are outlined in Form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over Form PUR 1001 where applicable. https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001.pdf

If you are unable to access Forms PUR 1000 or PUR 1001, you may contact the FDVA Primary Contact at the email address provided above to obtain a copy of these documents. If you are hearing or speech impaired, please contact Florida Relay Services at 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

7. Protest. Any protest concerning this solicitation shall be made in accordance with Section 120.57(3) and 287.042(2), Florida Statutes and Chapter 28-110 of the Florida Administrative Code. Questions to FDVA Primary or Alternate Contact shall not constitute formal notice of a protest. It is FDVA's intent to ensure that specifications are written to obtain the best value for the State of Florida, ensure competitiveness, fairness, necessity and reasonableness in the solicitation process, and meet FDVA requirements.

a) Section 120.57(3)(b), Florida Statutes and Rule 28-110.003, Florida Administrative 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), Florida Statutes: 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."

c) Rule 28-110.005, Florida Administrative Code: Requires the following statement to be included in the notice of decision or intended decision: "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".

Any protest concerning FDVA decision must be timely received by FDVA agency Clerk at: Florida Department of Veterans' Affairs, Office of the General Counsel-Agency Clerk, 11351 Ulmerton Road, Suite 335 Largo, Fl. 33778.

SECTION "II"
RESPONDENT INSTRUCTIONS

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1. **Cost Incurred.**
2. **Respondent Registration.**
3. **Florida Secretary of State Registration.**
4. **Form W-9 Requirement.**
5. **State of Florida Vendor Information Portal (VIP).**
6. **Florida Veteran Business Enterprise Opportunity Act.**
7. **Certified Minority Business Enterprises (CMBE).**
8. **Respondent Questions and FDVA Addendum.**
9. **Qualifications.**
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.**

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

2. Respondent Registration. Respondent must be fully registered with the State of Florida's "My Florida Market Place" procurement system by the bid opening due date and time as provided in the Timeline. Respondent must register on-line at website https://vendor.myfloridamarketplace.com. Respondent failure to do so may result in the Respondent being considered non-responsive and prevent the awarded Contractor from transacting any business with FDVA. For assistance, Respondent shall contact the State of Florida Vendor Help Desk at 866-352-3776.

3. Florida Secretary of State Registration. Respondent, whether a domestic or foreign entity, must register with the Florida Secretary of State (Florida Department of State, Division of Corporations), as well as secure and include its certificate of authority with its sealed submitted bid, by the bid opening due date and time as provided in the Timeline. Respondent failure to do so may result in the Respondent being considered non-responsive. Further, awarded Contractor must maintain its registration and certificate of authority with the Florida Secretary of State (Department of State, Division of Corporations) for the life of the Agreement. Failure to do so will prevent the awarded Contractor from transacting any business with FDVA. For assistance, Respondent shall access the Florida Department of State, Division of Corporations website http://search.sunbiz.org.

4. Form W-9 Requirement. Respondent must register and submit its electronic Form W-9 to the State of Florida Department of Financial Services (DFS). Respondent failure to do so, by the bid opening due date and time as provided in the Timeline, may result in the Respondent being considered non-responsive and prevent the awarded Contractor from transacting any business with FDVA. The Internal Revenue Service (IRS) receives and validates all Respondent Form W-9 information. To view compliance instructions and submit Form W-9, Respondent must access website https://flvendor.myfloridacfo.com.For assistance, Respondent shall contact the State of Florida Vendor Form W-9 Help Desk at 850-413-5519.

5. State of Florida Vendor Information Portal (VIP). Respondent must register on-line via electronic https://vendor.myfloridamarketplace in notification of solicitations from the State of Florida's Vendor Information Portal (VIP). Respondent failure to do so may result in the Respondent being considered non-responsive. The State of Florida and FDVA are not under any obligation and do not guarantee that vendors will receive electronic 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's Vendor Information Portal (VIP) for new or changing information concerning solicitations. For assistance, Respondent shall contact the State of Florida Vendor Help Desk at 866-352-3776 or via email address vendorhelp@myflorida.com.

6. Florida Veteran Business Enterprise Opportunity Act. In accordance with the Florida Veteran Business Enterprise Opportunity Act, Section 295.187, Florida Statutes, a state agency, when considering two or more bids 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 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. Information on certification procedures for vendor preference programs is available from the Office of Supplier Diversity (OSD) website http://osd.dms.state.fl.us, by phone at 850-487-0915, or via email at OSDHelp@dms.myflorida.com.

7. 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 online from the Office of Supplier Diversity (OSD) website http://osd.dms.state.fl.us, by phone at 850-487-0915 or via email at OSDHelp@dms.myflorida.com.

8. Respondent 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 FDVA or State of Florida employee. Only Respondent written questions, 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 (in e-mail body or attached MS Word document), by the deadline as provided in the solicitation's Timeline, to the Primary Contact Person in Section I of this solicitation. FDVA reserves the right to issue addendum(s) to solicitations, only those communications will be considered as a duly authorized expression on behalf of FDVA. Addendum(s) will contain FDVA clarifications or responses to Respondent questions, as well as details that identify formal changes to the solicitation. In accordance with the solicitation's Timeline, FDVA addendum shall be published on the State of Florida Vendor Information Portal (VIP) at https://vendor.myfloridamarketplace.com. If no written inquiries are submitted by a Respondent, all conditions and requirements specified within the solicitation shall be deemed accepted and understood by the Respondent. Each Respondent is solely responsible for monitoring the State of Florida Vendor Information Portal (VIP) for new or changing information concerning all solicitations.

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

a) The capacity to do business within the State of Florida.

b) The necessary abilities, staff, experience, facilities, equipment, materials, and financial resources, at the present time, to complete the requirements of the Agreement in a satisfactory manner and within the required time.

c) 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 any other related

agreements.

d) The intention, commitment, and means to comply with all federal, state and local codes, laws, ordinances, rules, regulations, guidelines, and requirements that could affect the provision of required services in any manner.

e) No arrearage to the State of Florida upon debt or Agreement, nor default as surety or otherwise, upon any obligation to the State of Florida.

f) Present good standing with the State of Florida and is not on the state's lists of ineligible contractors.

g) No member, officer, or employee of FDVA who during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in the Agreement or the proceeds thereof.

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

i) Respondent has thoroughly examined all available drawings and specifications, schedules, instructions, the solicitation, and addendum; 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.

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 this solicitation must be identified in its written questions and submitted via email (by the deadline as provided in the Timeline; to the Primary Contact Person specified in Section 1 of this solicitation). 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) If no request for clarification is submitted by Respondent, all conditions and requirements specified within the Agreement shall be deemed accepted and understood by Respondent.

d) 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.

e) Prices shall be Respondent net, delivered prices, F.O.B. Destination. All pricing must be in United States dollars (i.e. $1.00, USD). FDVA does not pay local, state, or federal taxes; including recovery fees, sales tax, or excise tax. FDVA tax-exempt certificate will be available upon request.

11. Sealed Bid. Respondent's bid including all forms required by this solicitation, as provided by FDVA (in their original format), one (1) original copy must be fully executed and submitted in a sealed envelope. **The sealed envelope shall be clearly addressed to FDVA Primary Contact as provided on the title page of this solicitation and appropriately labeled, including Respondent name and address, solicitation number and title, and the bid opening due date and time as provided in the Timeline.** Further, it is the Respondent's responsibility to clearly identify on the outer packaging of each sealed bid any vendor preference certifications that are applicable to its bid. Respondent failure to provide sealed bid in the manner specified above may result in the bid being considered non-responsive.

12. Submission of Bid. By submitting a bid, each Respondent certifies that it satisfies all criteria specified in the solicitation and any issued addendum. Respondent may not submit more than one bid.

a) Respondent is solely responsible for ensuring that its bid is submitted in accordance with the solicitation and any issued addendum.

b) Respondent shall submit its bid by mail (i.e. USPS, FedEx, or UPS) or in person (i.e. "by hand"? to the attention of the Primary Contact Person specified in Section I of this solicitation. ***FDVA shall reject any bid submitted electronically (i.e. via e-mail, discs, memory cards, USB drives, etc.).***

c) Respondent is solely responsible for ensuring that its bid is received, by the Primary Contact Person specified in Section I of this solicitation, prior to the bid opening due date and time as provided in the Timeline.

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 specified 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 may withdraw, modify, and re-submit its bid, provided the re-submitted bid is received, by the Primary Contact Person specified in Section I of this solicitation, prior to the bid opening due date and time as provided in the Timeline. Respondent re-submitted bid shall be rejected if received, by the Primary Contact Person specified in Section I of this solicitation, 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 and any issued addendum, 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, Suite 335, Largo, FL 33778-1630. The public may attend the bid opening. FDVA may choose not to announce prices or release other materials pursuant to Section 119.071, Florida Statutes. Sealed bids, proposals, or replies received by FDVA pursuant to a competitive solicitation shall be exempt from public disclosure until FDVA provides notice of an intended decision, or until 30 days after the opening of bids, proposals, or final replies, whichever occurs 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, not qualified, or not capable.

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 inconclusive, incomplete, not submitted, or if pricing is not submitted in the format as originally provided in the solicitation.

g) FDVA reserves the right to request any necessary clarifications or supporting documentation.

h) FDVA reserves the right to reject any bid received after bid opening due date and time as provided in the Timeline.

i) FDVA reserves the right to reject any bid submitted electronically (i.e. via e-mail, disc, memory card, USB drive, etc.).

j) FDVA reserves the right to reject a bid if Respondent misstates or conceals any material fact in its bid.

k) FDVA reserves the right to reject a bid that fails to include any information required by the solicitation in the specified sequence.

l) FDVA reserves the right to accept and award the Agreement by item, by group, in the aggregate, or by location.

SECTION "III"
STATEMENT OF WORK

CONTENTS

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22. **Software Upgrades**
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24. **Staff Training**
25. **Warranty**
26. **Drawings**
27. **Final Acceptance**

1. General. The successful Contractor shall provide labor, services, equipment, tools, materials, and supplies required in the performance of the Agreement. Contractor shall remove the existing boiler #2. H.B. Smith Series 28A-8 CRN# D-605 Serial# N92-1101 and drain water and reconnect piping. Contractor will install new boiler, Lochinvar M# CHN2072-M13 Copper-fin gas boiler. Contractor will provide 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 shall provide, 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 for the Emory L. Bennett State Veterans Nursing Home located 1920 Mason Ave Daytona Beach, Fl. 32117. FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction, within one hundred and twenty (120) calendar days from the date of Agreement's full execution.

2. Service Location Background. Persons to be served under the Agreement, FDVA residents living in the state veterans' nursing home, approximately 120 residents, are honorably discharged veterans who are in need of skilled nursing/long-term healthcare.

3. Project Launch Meeting. Contractor shall schedule and conduct an on-site, post-award "project launch" meeting with FDVA Contract Manager, within fifteen (15) business days from the date of Agreement's full execution. The purpose of the meeting is to establish lines of communication, verify

contact persons, initiate project scheduling, and discuss other relative project topics. Prior to commencement of work, Contractor shall provide FDVA Contract Manager with a written copy of all key contact information, to include but not limited to Contractor contact names, telephone numbers (office, cell, and emergency), and email addresses where Contractor Project Manager or designee can be reached during the hours of operation (Monday through Friday, between the hours of 8:00 am and 5:00 pm), as well as outside the hours of operation.

4. Authorities Having Jurisdiction. FDVA is licensed by the Agency for Health Care Administration (AHCA) and regularly inspected by AHCA, United States Department of Veterans' Affairs (USDVA), Centers for Medicare and Medicaid Services (CMS), and State of Florida Fire Marshall. Contractor shall reference, adhere to, and comply with Environmental Protection Agency (EPA), Volusia County requirements, Florida Building Code, International Building Code, Americans with Disabilities Act (ADA), Life Safety Code, National Electrical Code (NEC), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), as well as all other applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.

5. Permits, Licenses, and Fees. Contractor shall be responsible for scheduling, applying, paying for, and securing all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction; including but not limited to necessary notification and coordination with applicable authorities having jurisdiction. Contractor must submit all applicable documentation specified above to FDVA Contract Manager for verification within fifteen (15) business days from date of fully executed Agreement. Failure of Contractor to provide required documentation will prevent commencement of all work until Contractor provides satisfactory evidence to FDVA Contract Manager for verification or may result in termination of Agreement. **Note:** Contractor shall be fully responsible for any required submissions related to the project thereof to the Agency for Health Care Administration (AHCA). FDVA is solely responsible for payment of standard review fees required by AHCA. Any fees or penalties, solely attributable to Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing any work in performance of the Agreement, resulting from Contractor correction, resubmittal, and/or re-performance of any authority having jurisdiction required reviews, inspections, and evaluations shall be deducted from Contractor's invoicing.

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(s). As applicable, all Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing services or inspections in performance of the Agreement shall be licensed, certified, and manufacturer's factory authorized to remove, install, maintain, and repair engaged materials, parts, and supplies; utilize, maintain, and repair the engaged equipment and tools; inspect the engaged materials, parts, supplies, equipment, and tools; and properly dispose of all project related waste. Contractor must submit all applicable licenses, certifications, and authorizations to FDVA Contract Manager for verification within fifteen (15) business days from date of fully executed Agreement. Failure of Contractor to provide required documentation will prevent commencement of all work until Contractor provides satisfactory evidence to FDVA Contract Manager for verification or may result in termination of Agreement.

7. Project Management. Contractor shall provide sufficient personnel to perform the requirements of the executed Agreement and assume responsibility for managing the Contractor's project team for the life of the Agreement. Contractor shall be responsible for the successful completion of the Agreement, including the work of Contractor staff, as well as agents and their employees, subcontractors and their employees, and all other persons performing any work in performance of the Agreement.

(a) Contractor Project Manager: Prior to commencement of work, Contractor shall appoint a project manager who will be FDVA's primary point of contact. Contractor's Project Manager will oversee schedules, coordinate activities, report on progress, notify FDVA of any changes or adverse events, and as required meet with FDVA Contract Manager (on-site at Nursing Home). Contractor will be

responsible for developing and maintaining a detailed project schedule and for reporting progress against the schedule on a daily basis to FDVA Contract Manager. Contractor's Project Manager does not have the authority to make any changes to the Agreement. In the absence of Contractor's Project Manager, Contractor will appoint a designee to act on behalf of Contractor's Project Manager.

(b) FDVA Contract Manager: Prior to commencement of work, FDVA will appoint a Contract Manager who will be the Contractor's primary contact. FDVA Contract Manager, in consultation with Nursing Home Administrator, will be solely responsible for contract management, monitoring performance, certifying that requirements are met, and that invoicing is in accordance with the Agreement. 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. FDVA Contract Manager does not have the authority to make any changes to the Agreement. In the absence of FDVA Contract Manager, FDVA will appoint a designee to act on behalf of FDVA Contract Manager.

(c) FDVA Administrator: Nursing Home Administrator is accountable for their respective Nursing Home operation, including but not limited to oversight of all FDVA residents,staff, property,activities, and regulatory functions. Nursing Home Administrator does not have the authority to make any changes to the Agreement in the absence of Nursing Home Administrator, FDVA will appoint an on site designee to

(d) act on behalf of the Nursing Home Administrator.

(e) FDVA Contract Administrator: FDVA Contract Administrator, located at FDVA Headquarters in Largo, FL, will be responsible for administering the terms and conditions of the Agreement, issuing all modifications (amendment or change order), and exercising any extension or termination. In the absence of FDVA Contract Administrator, FDVA Purchasing Officer will act on behalf of FDVA Contract Administrator.

Note: At FDVA's sole discretion, Contractor shall replace any staff member whose continued presence would be detrimental to the success of the Agreement within seven (7) calendar days. The replacement must have either equal or superior qualifications. In the event a Contractor staff member must be removed immediately, for justifiable cause, Contractor will replace such staff member within twenty-four (24) hours. FDVA Contract Manager and Nursing Home Administrator will exercise exclusive judgment in this matter. To ensure that required services are not interrupted, Contractor shall provide coverage for both scheduled and unscheduled Contractor staff absences.

8. Safety and Security.

(a) Health Insurance Portability and Accountability Act (HIPAA): 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.

(b) Check In and Out: Prior to commencement of daily work, at any time of entry or exit, Contractor must sign in at Nursing Home Lobby entrance, go through Covid screening (as specified above) and then check in with FDVA Contract Manager to acknowledge Contractors commencement of work, as well as to ensure that FDVA activities in the work area are curtailed and that FDVA resident, staff, and visitor property is removed from the work area. Further, upon completion of daily work, prior to physically leaving Nursing Home , Contractor shall notify FDVA Contract Manager that Contractor staff has completed work and confirm that all safety and security measures have been performed.

(c) 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 is restricted to the immediate work area. Contractor must obtain Nursing Home Administrator and FDVA Contract Manager approval prior to processing accessing any other FDVA area.

(d) Safety Inspection: Contractor is responsible for continuously maintaining a safe job site; Contractor shall ensure that adequate safeguards are implemented for the project. A daily safety inspection will be performed by both Contractor and FDVA Contract Manager or designee to ensure all safety precautions have been taken to protect the health and welfare of all FDVA and Contractor staff, as well as Nursing Home residents and any visitors.

(e) Jobsite Safety: Contractor shall ensure that FDVA staff, residents, and any visitors remain at a safe distance and are not in the work area. All labor, services, equipment, tools, materials, parts, and supplies, as well as preparation and application methods will conform to "best practice" methodologies of the engaged field. Vehicles, trailers, storage containers, dumpsters, equipment, tools, materials, parts, and supplies must not be left unattended for any reason, at any time. Contractor shall be compliant with OSHA and all other applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.
(f) Material Safety Data: Contractor shall provide a copy of the material safety data sheets (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. **Note:** All materials and supplies must be no or low volatile organic compound (VOC) and shall be approved for use in skilled nursing/long-term healthcare and foodservice environments.
(g) Personal Protection Equipment (PPE): As applicable, proper personal protection equipment (PPE) shall be worn by Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing services in performance of the Agreement.
(h) Respiratory Protection Program (RPP): Prior to Contractor performing any work which may introduce dust, fumes, materials, or other substance into the conditioned spaces of the Contractor shall notify FDVA Contract Manager of such conditions and implement preventative vapor barrier measures (i.e. vis queen polyethylene plastic sheeting, temporary walls, etc.) and masking. Contractor shall have a RPP in compliance with all applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, and requirements. Prior to commencement of work, Contractor will provide a copy of Contractor's RPP to FDVA Contract Manager. **Note:** Contractor must provide and use portable HEPA filtration units and portable air scrubbing devices at all times to ensure air cleanliness, as appropriate for engaged work, for life of the Agreement.
(i) Work Area Protective Measures: Contractor shall provide any necessary protective measures needed to prevent overspray and drift damage to all nearby surfaces, property, landscaping, vehicles, and persons. This may require masking, erection of windscreens, barriers, or other protective measures in areas where products are applied by brush, roller, spray equipment, or otherwise. Further, Contractor shall provide for "roping-off" and posting signs/devices (to include but not limited to notice of warning and caution) in all areas where any work is being performed. Protection of all work areas and any adjacencies is the sole responsibility of the Contractor.
(j) 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. Notwithstanding safety concerns, all barriers (vapor or otherwise) and any surface protective materials must be immediately removed after each given work area has been completed. Contractor shall immediately notify FDVA Contract Manager of any excessive spills so that FDVA staff, residents, and visitors can be warned and kept away from the area. Should a spill require bio-exclusion techniques, the Contractor shall secure requisite services to perform such services. All adjacencies, walls, windows, doors, gutters, and floors (entryway, sidewalk, walkway, patio, landing, and parking areas) shall be inspected and cleaned to original condition until Contractor secures FDVA Contract Manager's full acceptance and approval.
(k) Non-regulated and Regulated Waste Disposal Services: In accordance with all applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, and requirements, as well as any applicable authorities having jurisdiction, Contractor shall be responsible for the proper disposal and subsequent dumping of all waste resulting from the performance of the Agreement. **Note:** Absolutely no waste shall be placed in Nursing Home dumpster(s). Contractor must provide and use a twenty (20) yard dumpster for all waste resulting from the performance of the Agreement, for the life of the Agreement.
(l) Emergency Service Calls: Contractor must provide twenty-four (24) hour monitored phone number and emergency repair services. 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. Cost of emergency repair services shall not be part of the Agreement resulting from this solicitation.

9. Hours of Operation. Given the nature and dynamics of the Nursing Home time is of the essence in the performance of the Agreement. All services shall be performed Monday through Friday, between the hours of 8:00 am and 5:00 pm. Any work to be scheduled and performed outside the hours of 8:00 am and 5:00 pm shall require prior written approval of FDVA Contract Manager.

10. Project Schedule. Within fifteen (15) business days, from the date of Agreement's execution, Contractor must provide a project schedule to FDVA Contract Manager for approval. Project schedule shall be an effective framework tool for project management. At minimum, Contractor will update the project schedule on a weekly basis. Project schedule will consist of project planning, design approvals, weekly work details, milestones, as well as a dated timeline for mobilization and full project completion for the project. Contractor shall adhere to the project schedule. Unless prior written approval has been granted by FDVA Contract Manager, all work shall be scheduled with FDVA Contract Manager at least seventy-two (72) hours prior to performance.

11. Service Interruptions or Shut-Down. Any potential service interruptions or shut-down of existing services shall be as brief as possible and must be scheduled for times other than normal operating hours, whenever possible. Contractor must secure prior written approval of FDVA Contract Manager by no later than seventy-two (72) hours prior to interruptions in service or shutdown of existing services. Operations of existing systems shall be continuous during work periods. Mechanical systems serving building spaces shall remain active during work periods so as not to cause any disruption to other building spaces. FDVA reserves the right to suspend Contractor work due to any AHCA, USDVA, CMS, or other authority having jurisdiction inspection or survey, with no penalty assessed to Contractor. FDVA shall consider suspension of Contractor work due to ambient temperature conditions, as well as materials, parts, and supplies application requirements with no penalty assessed to Contractor.

12. Parking, Staging, and Storage. On-site parking, staging, and storage of Contractor vehicles, trailers, storage containers, dumpsters, equipment, tools, materials, parts, and supplies is not permitted unless prior written approval is granted by FDVA Contract Manager. FDVA assumes no liability for damage to or loss of Contractor vehicles, trailers, storage containers, dumpsters, equipment, tools, materials, parts, and supplies (pre-staged, staged, stored or otherwise). Contractor is fully responsible for all deliveries, unloading and storage, movement of Contractor staff and commodities, and return shipping necessary to perform the requirements of the Agreement. Public health and safety related to Contractor vehicles, trailers, storage containers, dumpsters, deliveries, unloading, storage, movement of Contractor staff and commodities, return shipping of any equipment, tools, materials, parts, and supplies, as well as all work performed in accordance with the Agreement shall be the sole responsibility of Contractor. Upon completion of the project, Contractor will remove all Contractor vehicles, trailers, storage containers, dumpsters, equipment, and tools, as well as remaining materials, parts, and supplies from SVNH property.

13. Damage to State Property. FDVA Contract Manager and Contractor shall conduct a daily inspection of the work area to verify if any potential for damage exists or if actual pre-existing/existing damage to State property has occurred. Contractor must immediately report any pre-existing or Contractor caused damage of State property to FDVA Contract Manager, along with written explanation of damage, recommended remedy, as well as photographic evidence of damage and proof of mutually accepted, eventual resolution. With prior written approval of FDVA Contract Manager, Contractor shall immediately repair, replace, or restore any State property damaged by Contractor, at a minimum, to the condition that existed immediately prior to the time of damage. All repairs, parts, or replacement of damaged property shall be like original quality, color, and design, in accordance with manufacturer's specifications and warranty, as well as all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction. Upon completion of project, FDVA Contract Manager and Contractor will conduct a final inspection of the work area. Any Contractor caused damage to any communications, fire service, utility-owned, and municipality-owned property or equipment, is the sole responsibility of the Contractor, including but not limited to remedy, cost and penalty thereof, in accordance with manufacturer's specifications and warranty, as well as all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and

permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.

14. Alteration of State Property. No alteration to State property shall be made without a fully executed contract amendment or change order. Any alteration must be in accordance with manufacturer's specifications and warranty, as well as all applicable local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction. Any Contractor alterations to any communications, fire service, utility-owned, and municipality-owned property or equipment, is the sole responsibility of the Contractor, including but not limited to remedy, cost and penalty thereof, in accordance with manufacturer's specifications and warranty, as well as all applicable permits, licenses, variances, inspections, approvals, exemptions, certifications, tagging, and permissions required by local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction.

15. Disconnection, Removal, and Reinstallation of Items and Equipment. With FDVA Contract Manager prior written approval, in accordance with manufacturer's specifications and warranty, Contractor will 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 ensure items and equipment are replaced to their original position(s). Note: With FDVA Contract Manager prior written approval. The successful Contractor shall provide labor, services, equipment, tools,materials, and supplies required in the performance of the Agreement. Contractor shall remove the existing boiler #2 and drain water and reconnect piping. Contractor will install new boiler Lochinvar M# CHN2072-M13 Copper-fin gas boiler 1255 BTU boiler. Reconnect existing flue gas piping to new boiler.Wire electrical to the new boiler and replace existing pipe insulation. Open isolation valves and check for any leaks on new boiler. Start up of pump and boiler. One year warranty on parts.Contractor will provide 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

16. Equipment Requirements: Contractor shall provide and install a new Lochinvar M# CHN2072-M13 Copper-Fin gas boiler. Circulating pump, new metal flue gas piping, pipe, Insulation and miscellaneous materials to include:

a) 84% Thermal Efficiency **120V/1PH/60Hz.**
b) Electronic temperature control,
c) Fan Assisted Combustion,
d) Sealed Combustion Chamber,
e) Stainless Steel Burners,
f) Low NOx Operation Exceeds the most,
g) ASME Copper Finned Tube Heat Exchanger,
h) 160 psi Working Pressure,
i) Gasket less Heat Exchanger Design,
j) High Voltage Terminal Strip,
k) Pump Relay w/Delay,
l) Down Stream Test Valve Loch-Heat Ceramic Tile Combustion Chamber
n) Hot Surface Ignition Adjustable High Limit w/Manual Reset
o) 50 psi ASME Relief Valve
p) Temperature & Pressure Gauge Flow Switch
q) 24 Volt Control System.
r) BMS Terminal Strip
s) Combustion Air filter
t) Freeze Protection
u) 10 Year Limited Warranty on Heat Exchanger

17. Equipment Removal and Disposal: Contractor shall provide services for the following:

a) Remove existing boiler #2 and drain water.
b) Reconnect piping.
c) Connect existing flue gas piping to the new boiler.
d) Wire electrical to the new boiler and replace existing pipe insulation.
e) Open isolation valves and check for any leaks on the new boiler.
f) Start-up of pump and boiler, cleanup work area.

18. Installation of new boiler: Contractor shall provide and install the (1) new Lochinvar M# CHN2072-M13 Copper-Fin Gas Boiler in the same location as the existing unit. Contractor shall reconnect, reinstall and reconfigure, if required, all electrical, piping, plumbing necessary for proper operation and installation of the new Lochinvar M# CHN2072-M13 Copper-Fin Gas Boiler. The scope includes, but is not limited to the following specifications:

a) 84% Thermal Efficiency **120V/1PH/60Hz.**
b) Electronic Temperature Control.
c) Fan Assisted Combustion.
d) Sealed Combustion Chamber.
e) Stainless Steel Burners.
f) Low NOx Operation - Exceeds the most.
g) ASME Copper Finned Tube Heat Exchanger.
h) Inst160 psi Working Pressure.
i) Gasket less Heat Exchanger Design.
j) High Voltage Terminal Strip.
k) Pump Relay w/Delay
l) Down Stream Test Valve Loch-Heat Ceramic Tile Combustion Chamber
m) Hot Surface Ignition
n) Adjustable High Limit w/Manual Reset
o) 50 psi ASME Relief Valve, Temperature & Pressure Gauge, Flow Switch , 24 Volt Control system.

19. **Installation Certification.** Upon completion of installation, at the sole expense of Contractor, the Contractor shall in partnership with the manufactures representative perform a test of the system; verifying the Lochinvar new boiler is operating at design parameters. The contractor shall furnish labor, instruments and tools required to test, adjust the system and related plumbing and electrical systems. Contractor shall be responsible to ensure all identified deficiencies are corrected, and provide a written test report to the FDVA Project Manager within fourteen (14) days from completion of installation. Prior to "Final Acceptance and Approval" the test and balance report shall be approved by the FDVA Project Manager.

20. **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 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, adjustments, and repair of the system. The manuals shall include, but not limited to diagrams, schematics, and functional details.All manuals, both hard copy and electronic form, must be approved by the FDVA Contract Manager prior to FDVA Final Acceptance.

21. **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 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.

22. **Software Upgrades.** With prior approval of FDVA 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 (3) years from date of FDVA Final Acceptance.

23.**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 twelve (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 an annual inspection, including but not limited to testing and repairs, with FDVA Contact Manager at least (3) business days in advance.

24. 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 Contact Manager at least (3) business days in advance for event's. Contractor will provide six (6) hours of training for each of the FDVA's physical unit's staff upon turn over of nurse call system to the facility. Additionally, Contactor 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 completely operate all required features and functions of the new system. Additionally, Contractor will provide FDVA Contract Manager with (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 Contract Manager prior to Contractor provision training.

25. Warranty. Contractor shall warrant that all work is of highest quality, free from all defects whatsoever, in compliance with manufacturers specifications and warranty guidelines, as well as applicable local, state, federal codes, laws, ordinances, rules, regulations, guidelines, and requirements. Prior to FDVA Final Acceptance, Contractor will present FDVA Contract Manager with written warranty which covers all labor, services, equipment, tools, materials, parts, and supplies for a period of two (2) years from the date of FDVA Final Acceptance. During the warranty period, any defective condition or Contractor damaged item will be repaired or replaced and retested until in accordance with written manufacturer's specifications and warranty guidelines, as well as applicable local, state, federal codes, laws, ordinances, rules, regulations, guidelines, and requirements.

26. Drawings. Contractor shall provide all project related drawings, to include but not limited to preliminary and "as-built". Contractor must 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 (i.e. pdf on CD).
Pursuant to Section 119.071(3), Florida Statutes, all security system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by FDVA (hereinafter "structural documents") are exempt from inspection or disclosure under Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the Florida Constitution, unless the requestor is another governmental entity when the disclosure is needed to perform its duties; a licensed architect, engineer, or contractor performing work on such structure; or when required to show good cause before a court of competent

jurisdiction. In all cases, the entities or persons receiving such information shall protect the confidentiality of such structural documents under its custody or control and maintain the exempt status of the information, which protection shall survive the completion of the agreement. Contractor shall immediately notify FDVA of any records requests for structural documents and FDVA will provide public records compliance assistance. Upon completion of the solicitation process or project for which the structural documents were received, Contractor may return them to FDVA for disposition in accordance with State records retention schedules. Any breach of this provision constitutes a material breach of the agreement and may be actionable under the performance bond resulting in financial consequences.

27 Final Acceptance. FDVA Final Acceptance shall be certified upon Contract Manager's receipt and approval of the following closeout requirements:

a) Contractor completion of required work.
b) Contractor provision of certified commissioning letter.
c) Contractor provision of project documentation, as issued by Contractor, Manufacturer(s), and authorities having jurisdiction (i.e. applicable project drawings, product data, inspections, approvals, exemptions, certifications, and permissions).
d) Contractor removal of all Contractor vehicles, trailers, storage containers, dumpsters, equipment, tools, materials, parts, and supplies.
e) Contractor proper removal and disposal of all project related waste.
f) Contractor provision of all warranty documentation.
g) Contractor provision of invoicing in accordance with the Agreement.

DOCUMENT CONTINUES ON FOLLOWING PAGE

SECTION "IV"
GENERAL AGREEMENT *("DRAFT")*

THIS AGREEMENT is made on this ____ day of _____, 2026, 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, Suite 335, Largo, FL 33778-1630 and _____ ("Contractor), FEIN _____, with its principal business location at _____. Each referred to as a "party" or collectively "parties".

WHEREAS, FDVA issued Invitation to Bid (ITB) No. FDVA-ITB-27-002B on _____, for the Contractor's total provision of all vehicles, trailers, storage containers, dumpsters, labor, services, equipment, tools, materials, parts, and supplies required to fully complete specified Boiler #2 removal and install new **Lochinvar M# CHN2072-M13** Copper-Fin Gas Boiler installation services for the Emory L. Bennett State Veterans' Nursing Home located at 1920 Mason Ave Daytona Beach Fl. 32117(Volusia County), as set forth in the Agreement.

WHEREAS Contractor submitted a Response (Bid) to the ITB on _____, 2026; 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 The contract documents, including without limitation all exhibits 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.

1.1.2 To the extent of any conflict between the contract documents, this Agreement and any amendments shall control:

- Then FDVA ITB and all Addendum (attached hereto as Exhibit A);
- Then Contractor's Bid (attached hereto as Exhibit B);
- Then FDVA Purchase Order; and
- Then any other exhibits as required.

All of the foregoing is incorporated herein by reference and are made a part of this Agreement.

2.1 GENERAL DESCRIPTION OF SERVICES:

2.1.1 Contractor shall provide all vehicles, trailers, storage containers, dumpsters, labor, services, equipment, tools, materials, parts, and supplies required to fully complete the removal and replacement of Lochivar Boiler #2 services for the Emory L. Bennett State Veterans' Nursing Home located at 1920 Mason Ave Daytona Beach Fl.32117 (Volusia County), as set forth in the Agreement.

2.1.2 Contractor shall complete the tasks as outlined in the ITB and any issued addendum, 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, and permissions required to complete the work called for by the Contract Documents, including coordinating and notifying any agencies, prior to, during, and after the work, which require such communication(s).

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3.1 TERM OF SERVICE:

3.1.1 The term of this Contract shall commence on the date of the Agreement's full execution, with no renewals. FDVA requires specified services to be completed to the full satisfaction and acceptance of FDVA and any applicable authorities having jurisdiction, within one hundred and twenty (120) calendar days from the date of Agreement's full execution.
3.1.2 Termination of this Contract shall be governed by the provisions specified in incorporated Form PUR 1000, Item No. 22 "Termination for Convenience" and Item No. 23 "Termination for Cause".

4.1 CONTRACT SUM AND TERMS OF PAYMENT:

4.1.1 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 and any applicable authorities having jurisdiction; FDVA agrees to pay or cause to be paid a total contract sum not to exceed **$ (TBD)** , as set forth in Contractor's Bid. The State's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the State of Florida Legislature.

4.1.2 It is agreed that Contractor's expenses, including but not limited to all costs related to printing and photocopying, long distance telephone calls and facsimiles, and overnight delivery services, are included in the amounts specified in section 4.1.1 above. This Agreement does not allow for travel, lodging, or any related expenses thereof, as such there is no provision for travel, lodging, or any related expenses.

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

4.1.4 Contractor is not the recipient or sub-recipient of State of Florida or federal financial assistance.

4.1.5 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.

4.1.6 Vendors have the option to receive payments by direct deposit. With direct deposit, your money will be available to you when your financial institution opens for business on the payment date. Banks, savings and loan associations, and credit unions are eligible to accept such deposits. With direct deposit there can be only one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions. If you are interested in this option to receive your payments in a more efficient method of payment, please complete the Direct Deposit Authorization form located at website https://www.myfloridacfo.com/division/AA/Forms/DFS-A1-26E.docx and follow the instructions on the form. If you need assistance completing the form, please call the Direct Deposit Section at (850) 413-5572 or email at DirectDeposit@MyFloridaCFO.com. Also, Vendors can obtain the remittance information contained on the remittance advice by accessing the "Vendor Payment History" link located on the State of Florida Vendor Website: https://flvendor.myfloridacfo.com/.

5.1 DELIVERABLES:

5.1.1 The deliverable, as defined in the agreement, is the provision of specified boiler #2 removal and new equipment installation services.

5.1.2 Intellectual property will not be developed under this Contract, as such there is no provision for Intellectual property.

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6.1 PERFORMANCE MEASURES:

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

7.1 INVOICING AND PAYMENT:

7.1.1 Invoicing: 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 certifying invoices for payment. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, including all supporting documentation. Invoices shall specify Contractor's Federal Employer Identification Number (FEIN), FDVA Agreement number, FDVA purchase order number, actual period of service, specific line item description(s), as well as reflect the service location name and address. Invoices must reflect Contractor's net, delivered prices (F.O.B. destination) and be in United States Dollars (USD). Contractor invoicing shall be in accordance with and not exceed the sum specified in the Agreement.

7.1.2 Payment: FDVA is unable to pay in advance for any vehicles, trailers, storage containers, dumpsters, labor, services, equipment, tools, materials, parts, and supplies (whether pre-staged, staged, stored or otherwise). Payments shall only be issued for actual Contractor completed work; work which has been certified as accepted and approved by FDVA Contract Manager and any applicable authorities having jurisdiction. FDVA payment shall be made in accordance with Section 215.422, Florida Statutes, which states Contractor's rights and State Agency's responsibilities concerning interest penalties and time limits for payment of invoices.

8.1 FINANCIAL CONSEQUENCES:

8.1.1 Pursuant to Section 287.058(1)(h), Florida Statutes, in the event of delay in the provision of required services, not subject to unavoidable delays, FDVA must recover its actual costs which it estimates at this time to be in the amount of **$TBD** per each calendar day that the Contractor has failed to provide the required services in accordance with the 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.

8.1.2 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.

9.1 BACKGROUND SCREENING:

9.1.1 In accordance with Section 435, Florida Statutes, for the life of the Agreement, Contractor shall be responsible for scheduling, applying and paying for, and securing **Level 2** background screening for all Contractor personnel, agents, representatives, subcontractors and their employees, and all other persons performing services in performance of the Agreement. Upon completion of **Level 2** background screening, Contractor shall secure evidence of such completion and provide to FDVA Contract Manager. Prior to commencement of work, FDVA Contract Manager and SVNH Administrator will review each **Level 2** background screening's result and exercise exclusive judgment as to acceptability in accordance with State of Florida requirements. Evidence will be maintained on file at the service location.

10.1 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

10.1.1 Pursuant to the State of Florida Executive Order Number 11-116 the U.S. Department of Homeland Security's E-Verify system to obtain and verify the employment eligibility of 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 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

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to the Agreement, whichever is later. The State of Florida shall consider Contractors' employment of an unauthorized or undocumented alien to be a *prima facie* violation of the Immigration and Nationality Act. Such violation shall be grounds for immediate termination of the Agreement.

11.1 INSURANCE REQUIREMENTS:

11.1.1 Within fifteen (15) business days, from date of fully executed agreement, Contractor must obtain the below specified insurance coverage and provide certificate of insurance to FDVA Contract Manager. FDVA acceptance of Contractor's certificate of insurance shall not be construed as relieving Contractor from liability or obligation assumed under the Agreement or as imposed by law.

11.1.2 Insurer must be authorized to do business in and be eligible to write policies in the State of Florida, as well as maintain a minimum rating of "A" as assigned by AM Best. Certificate of insurance will specify that coverage is not subject to cancellation, non-renewal, material change, or reduction unless thirty (30) calendar days' notice is given to FDVA. Certificate of insurance shall include the license and registration numbers of the Florida resident agent, as well as list FDVA as additionally insured (excluding worker's compensation insurance). Contractor insurance coverages shall include the following:

Commercial General Liability Requirements:
- Premises Operations.
- Produces and Completed Operations.
- Blanket Contractual Liability.
- Personal Injury Liability.
- Expanded Definition of Property Damage.
- Professional Liability.
- Minimum limits shall be $1,000,000.00, each occurrence, combined single limit.

Excess Liability:
- Umbrella form.
- Minimum limits shall be $3,000,000.00 each occurrence, combined single limit.

Workers Compensation:
- Workers compensation insurance for all Contractor employees connected to this Agreement.
- Limits sufficient to meet Chapter 440, Florida Statutes.
- If Contractor has been approved by the State of Florida's Department of Labor as an authorized self-insurer (self-insurance fund) for Workers' Compensation, FDVA shall recognize and honor such status. Contractor shall be required to submit to FDVA Contract Manager a letter of authorization issued by the State of Florida's Department of Labor, certificate of insurance providing details on Contractor's excess insurance program, and Contractor's financial statements.

Vehicle Liability Insurance:
- Liability coverage to include any auto, all owned autos, non-owned autos, hired autos, and scheduled autos.
- Minimum limits shall be at $1,000,000, each occurrence, combined single limit.
- If split limits are given, minimum limits shall be $500,000 per person; $1,000,000 per occurrence; $500,000 property damage.

11.1.3 Contractor failure to provide insurance coverage, as specified above, shall prevent commencement of all work until Contractor provides satisfactory evidence of insurance coverage to FDVA Contract Manager or may result in termination of Agreement. Further, Contractor failure to maintain insurance coverage for the life of the Agreement shall result in suspension of all work until such insurance coverage has been reinstated or replaced, and satisfactory evidence of insurance coverage has been provided to FDVA Contract Manager or may result in termination of Agreement. Additionally, Contractor failure to obtain, provide satisfactory evidence of, and maintain insurance coverages shall not extend deadlines and FDVA shall impose financial consequences as if work had commenced as scheduled or not been suspended.

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12.1 APPLICABLE LEGAL STANDARDS:

12.1.1 Contractor shall comply with all local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction that, in any manner, could bear on the provision of services under the Contract Documents.

12.1.2 As between the parties, Contractor shall obtain and maintain at its own expense all licenses, permits, approvals, 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, 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 local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction relating to its performance obligations specified in this Agreement.

12.1.3 If the Contractor provides services in a manner that it knows is contrary to any local, state, and federal codes, laws, ordinances, rules, regulations, guidelines, requirements, and any applicable authorities having jurisdiction, 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.

12.1.4 If the Contractor is participating in a boycott of Israel on or subsequently placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or has been found to have submitted a false certification representing that Contractor has not been placed on these lists, or is engaged in business operations in Cuba,Iran or Syria, then FDVA may terminate this agreement, pursuant to section 287.135, Florida Statutes and section 215.473, Florida Statutes.

13.1 NOTICES:

13.1.1 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 FDVA. 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.

14.1 MODIFICATION:

14.1.1 The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the FDVA and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the FDVA and the Contractor. No oral agreements or representations shall be valid or binding upon the FDVA or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the FDVA. 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 FDVA'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.

15.1 SUCCESSORS AND ASSIGNS:

15.1.1 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 FDVA; 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 FDVA expressly waives such secondary liability. The FDVA may assign the Contract with prior written notice to Contractor of its intent to do so.

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16.1 RIGHT TO INSPECT and AUDIT:

16.1.1 Right to Inspect and Audit: In accordance with Article I, Section 24, Florida State Constitution and Chapter 119, Florida Statutes, FDVA, its duly authorized representatives, federal and state auditors, and other persons shall have the right to inspect and audit any facilities, commodities, services, materials, records, papers, documents, drawings, books, and electronic storage media of Contractor and subcontractor(s) which FDVA and its duly authorized representatives deem relevant to the purposes of this Agreement.

- All information requested to be delivered, for purposes of inspection and audit, shall be furnished to FDVA and its duly authorized representatives within three (3) business days from date of FDVA provision of notice.
- At its sole discretion, without notice, FDVA and its duly authorized representatives may conduct audits at any location during normal business days and hours.
- If an audit has been initiated and audit findings have not been resolved, the information shall be retained until resolution of the audit findings.
- The rights of access must not be limited to the required retention periods but shall be provided for as long as the records are retained and deemed relevant to the Agreement by FDVA and its duly authorized representatives.
- Under the Agreement, Contractor shall be solely responsible for all storage, maintenance, preparation, duplication, transfer, delivery, and disposal; as well as any associated costs or fees.
- Contractor's failure to provide retention of and access to the above detailed, as well as any violation of Chapter 119, Florida Statutes will be sufficient grounds for immediate termination of the Agreement. Further, under Florida law, noncompliance remedies may include criminal prosecution and civil actions.

16.1.2 Inspector General: Pursuant to Section 20.055(5), Florida Statutes, every state officer, employee, agency, special district, board, commission, contractor and subcontractor corporation, partnership, or person must understand, cooperate, and comply with the inspector general in any investigation, audit, inspection, review, or hearing.

16.1.3 Chief Financial Officer: Pursuant to Section 287.136, Florida Statutes, after execution of a contract, the Chief Financial Officer shall perform audits of the executed contract document and contract manager's records to ensure that adequate internal controls are in place for complying with the terms and conditions of the contract and for the validation and receipt of goods and services.

17.1 PUBLIC RECORDS:

17.1.1 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. All responses to a competitive solicitation are public records unless exempt by law.

17.1.2 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.

17.1.3 Any respondent claiming that its response to a competitive solicitation contains information that is exempt from the public records law such as a "trade secret," shall clearly segregate and mark that information, and provide the specific statutory authority for such exemption. If under contract, it is expressly understood that a Contractor's refusal to comply with this provision shall constitute a breach of contract.

17.1.4 Pursuant to the provisions of Section 119.0701, Florida Statutes, Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a

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reasonable time and at a cost that does not exceed the costs provided for under Florida's public records law.

- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- Notwithstanding these provisions, a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. Therefore, if the contractor receives a request to inspect or copy public records, the Contractor shall immediately contact the agency's Custodian of Public Records for disposition.
- Contractor's failure to provide retention of and access to public records, as well as any violation of Chapter 119, Florida Statutes will be sufficient grounds for immediate termination of the Agreement. Further, under Florida law, noncompliance remedies may include criminal prosecution and civil actions.

17.1.5 **PURSUANT TO SECTION 119.0701, FLORIDA STATUTES, IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FLORIDA DEPARTMENT OF VETERANS' AFFAIRS (FDVA), CUSTODIAN OF PUBLIC RECORDS, GENERAL COUNSEL OFFICE AT 11351 ULMERTON ROAD, SUITE 335, LARGO, FL 33778-1630, E-MAIL ADDRESS: FDVA.Publicrecordsrequest@FDVA.FL.GOV**

18.1 CLOSING:

18.1.1 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.

18.1.2 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.

18.1.3 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.

18.1.4 Contractor understands and agrees it shall be bound by all the terms and conditions of this Agreement, as well as such terms and conditions set forth in Invitation to Bid (ITB) Number **FDVA-ITB-27-002B** and any issued addendum.

18.1.5 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 of Leon County, Florida or the U.S. District Court for the Northern District of Florida, Tallahassee Division, located in Leon County, Florida.

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IN WITNESS WHEREOF, the parties signing below represent that they are duly-authorized to bind the agency, and hereby execute this Agreement on their behalf, as of the Effective Date as signed by FDVA.

Contractor:	**State of Florida Department of Veterans' Affairs:**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contractor Corporate Secretary Attestation:	**As approved to form and legality by:**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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DOCUMENT CONTINUES ON FOLLOWING PAGE

FORM "1"
RESPONDENT'S ACKNOWLEDGMENT
SOLICITATION NO.: FDVA-ITB-27-002B
SOLICITATION TITLE: BENNETT-LOCHINVAR BOILER #2.
SOLICITATION ISSUED: , THURSDAY, AUGUST 6, 2026.

BID DUE DATE AND TIME: IN ACCORDANCE WITH THE SOLICITATION TIMELINE (SOLICITATION SECTION "I") AND RESPONDENT INSTRUCTIONS (SOLICITATION SECTION "II**"), RESPONDENT BIDS MUST BE DELIVERED PRIOR TO 3:00 PM LOCAL TIME, ON AUGUST 27TH 2026. BIDS SHALL NOT BE WITHDRAWN WITHIN SIXTY (60) BUISNESS DAYS AFTER SUCH DATE AND TIME.**

DELIVERY OF BID: IN ACCORDANCE WITH THE SOLICITATION TIMELINE (SOLICITATION SECTION "I") AND RESPONDENT INSTRUCTIONS (SOLICITATION SECTION "II"), RESPONDENT BID MUST BE DELIVERED TO: **JO ANN SNYDER**, PURCHASING SPECIALIST, FLORIDA DEPARTMENT OF VETERANS' AFFAIRS, MARY GRIZZLE STATE OFFICE BUILDING, 11351 ULMERTON ROAD, SUITE 335, LARGO, FL 33778-1630.

CONTRACTOR NAME:	
MAILING ADDRESS (PHYSICAL STREET):	**PHONE:**
CITY / STATE / ZIP CODE:	**FAX:**
FEDERAL TAX ID NUMBER:	**E-MAIL ADDRESS:**

FORM	SUBMITTALS CHECKLIST (ALL FORMS BELOW MUST BE INCLUDED WITH RESPONDENT'S BID)	CHECK OFF BOX
FORM 1	RESPONDENT'S ACKNOWLEDGMENT	
FORM 2	BID FORM	
FORM 3	RESPONDENT'S REFERENCES	
FORM 4	ADDENDUM ACKNOWLEDGMENT	
FORM 5	ATTESTATION OF NO CONFLICT	
FORM 6	DRUG-FREE WORKPLACE CERTIFICATION	
FORM 7	NON-COLLUSION AFFIDAVIT	
FORM 8	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	
FORM 9	FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)	
FORM 10	ANI-HUMAN TRAFFICKING (FORCED LABOR) ATTESTATION	

BY SIGNING THIS DOCUMENT, I CERTIFY UNDER PENALTY OF PERJURY, THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE RESPONDENT TO THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS EXPRESSED IN THE SUBJECT SOLICITATION, ANY PUBLISHED ADDENDUM, AND THIS BID DOCUMENT. THIS CERTIFICATION IS MADE UNDER THE LAWS OF THE STATE OF FLORIDA.

PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	**DATE:**

FORM "2"
BID FORM

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

SOLICITATION NO.: FDVA-ITB-27-002B

SOLICITATION TITLE: BENNETT – LOCHINVAR BOILER #2.

INVITATION TO BID (ITB) DESCRIPTION: CONTRACTOR'S TOTAL PROVISION OF ALL VEHICLES, TRAILERS, STORAGE CONTAINERS, DUMPSTERS, LABOR, SERVICES, EQUIPMENT, TOOLS, MATERIALS, PARTS, AND SUPPLIES REQUIRED TO FULLY COMPLETE SPECIFIED REMOVAL OF BOILER #2 AND THE INSTALLATION OF NEW LOCHINVAR BOILER #.2 CHN2072-M13, SERVICES FOR THE EMORY L. BENNETT STATE VETERANS' NURSING HOME LOCATED AT 1920 MASON AVE DAYTONA BEACH FL.32117 (VOLUSIA COUNTY), AS SET FORTH IN THE SUBJECT SOLICITATION AND ANY ISSUED ADDENDUM.

CONTRACTOR TOTAL PROJECT BID PRICE SHALL BE INCLUSIVE OF ALL REQUIREMENTS AND RELATED COSTS AS STATED IN THIS SOLICITATION AND ANY ADDENDUM ISSUED PRIOR TO BID OPENING DUE DATE AND TIME. TOTAL PROJECT BID PRICE MUST BE IN NUMERICAL U.S. DOLLARS. RESPONSES SUCH AS SYMBOLS, ABREVIATIONS, "ESTIMATE", "PENDING", "TBD", "TBA", AND THE LIKE THEREOF WILL RESULT IN RESPONDENT BID BEING CONSIDERED NON-RESPONSIVE AND REJECTED.

CONTRACTOR TOTAL PROJECT BID PRICE: $_____.

PROJECT COMPLETION: FDVA REQUIRES SPECIFIED SERVICES TO BE COMPLETED TO THE FULL SATISFACTION AND ACCEPTANCE OF FDVA AND ANY APPLICABLE AUTHORITIES HAVING JURISDICTION, WITHIN ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM THE DATE OF AGREEMENTS FULL EXECUTION.

CONTRACTOR ESTIMATED TIME FOR COMPLETION _____ CALENDAR DAYS.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

_____

_____

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 CONTRACTOR, 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 AND ANY ISSUED ADDENDUM.

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

FORM "3"
RESPONDENT'S REFERENCES

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

_____

_____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

HOW LONG IN PRESENT LOCATION: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

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

_____

_____

_____

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO PROPERLY EVALUATE CONTRACTOR'S RESPONSE TO THIS SOLICITATION. CONTRACTOR 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 CONTRACTOR (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 CONTRACTOR HAS HAD A NAME CHANGE SINCE THE TIME SIMILAR COMMODITIES OR SERVICES WERE PERFORMED FOR A LISTED REFERENCE, THE NAME UNDER WHICH THE CONTRACTOR OPERATED AT THAT TIME MUST ALSO BE PROVIDED ADJACENT TO THE SPACE PROVIDED FOR CONTRACTOR 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. IN THE EVENT THE REFERENCE CANNOT BE REACHED, FDVA WILL REQUEST CONTRACTOR TO PROVIDE AN ALTERNATE REFERENCE WITHIN ONE (1) BUSINESS DAY. CONTRACTOR FAILURE TO PROVIDE ALTERNATE REFERENCE WITHIN THE REQUIRED TIME MAY RESULT IN THE CONTRACTOR 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 CONTRACTOR IN ORDER TO OBTAIN ADDITIONAL INFORMATION REGARDING CONTRACTOR PAST PERFORMANCE. ANY INFORMATION OBTAINED AS A RESULT OF SUCH CONTACT MAY BE USED TO DETERMINE WHETHER OR NOT THE CONTRACTOR IS A "RESPONSIBLE CONTRACTOR", AS DEFINED IN SECTION 287.012 (24), FLORIDA STATUTES.

REFERENCE NUMBER 1:

CONTRACTOR NAME: _____

CLIENT NAME: _____

PHYSICAL STREET 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 CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 2:

CONTRACTOR NAME: _____

CLIENT NAME: _____

PHYSICAL STREET 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 CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 3:

CONTRACTOR NAME: _____

CLIENT NAME: _____

PHYSICAL STREET 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 CONTRACTOR TO THIS CLIENT:

REFERENCE NUMBER 4:

CONTRACTOR NAME: _____

CLIENT NAME: _____

PHYSICAL STREET 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 CONTRACTOR TO THIS CLIENT:

FORM "4"
ADDENDUM ACKNOWLEDGMENT

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM IF ANY ADDENDUM HAS BEEN PUBLISHED ON THE STATE OF FLORIDA VENDOR INFORMATION PORTAL (VIP).

CONTRACTOR'S FAILURE TO ACKNOWLEDGE BELOW ANY PUBLISHED ADDENDUM MAY RESULT IN THE CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

SOLICITATION NO.: FDVA-ITB-27-002B

SOLICITATION TITLE: BENNETT - LOCHINVAR BOILER #2.

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

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

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

_____

_____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

FORM "5"
ATTESTATION OF NO CONFLICT

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

ALL CONTRACTOR PERSONNEL, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND THEIR EMPLOYEES, AND ALL OTHER PERSONS THAT TOOK PART IN THE PROCUREMENT PROCESS ARE REQUIRED TO DISCLOSE IF THEY HAVE ANY CONFLICT OF INTEREST REGARDING SOLICITATION NO. **FDVA-ITB-27-002B**.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

_____

_____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

ACKNOWLEDGMENT: EACH UNDERSIGNED INDIVIDUAL HEREBY ATTESTS THAT THEY TOOK PART IN THE PROCUREMENT PROCESS FOR THE ABOVE SPECIFIED 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: _____

FORM "6"
DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR TO CIVIL PENALTIES, ATTORNEY'S FEE'S AND COSTS, PURSUANT TO FLORIDA LAW.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

_____

_____

TELEPHONE #: _____

FAX #: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME: _____ TITLE: _____

FORM "7"
NON-COLLUSION AFFIDAVIT

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

STATE OF _____ COUNTY OF _____

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL STREET): _____

_____

I STATE THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT ON BEHALF OF THE CONTRACTOR, AND ITS OWNER, DIRECTORS, AND OFFICERS. I AM THE PERSON RESPONSIBLE IN MY FIRM FOR THE PRICE(S) AND THE AMOUNT(S) OF THIS RESPONSE AND THE PREPARATION OF THE RESPONSE TO SOLICITATION NO. **FDVA-ITB-26-005B**. I STATE THAT:

1. THE PRICE(S) AND AMOUNT(S) OF THIS RESPONSE HAVE BEEN ARRIVED AT INDEPENDENTLY AND WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY OTHER FIRM OF PERSON.

2. NEITHER THE PRICE(S) NOR THE AMOUNT(S) OF THIS RESPONSE, AND NEITHER THE APPROXIMATE PRICE(S) NOR APPROXIMATE AMOUNT(S) OF THIS RESPONSE, HAVE BEEN DISCLOSED TO ANY OTHER FIRM OR PERSON AND THEY WILL NOT BE DISCLOSED BEFORE RESPONSE OPENING.

3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE TO INDUCE ANY OTHER FIRM OR PERSON TO REFRAIN FROM SUBMITTING A RESPONSE FOR THIS SOLICITATION, OR TO SUBMIT A PRICE(S) HIGHER THAT THE PRICE(S) IN THIS RESPONSE, OR TO SUBMIT ANY INTENTIONALLY HIGH OR NONCOMPETITIVE PRICE(S) OR OTHER FORM OF COMPLEMENTARY RESPONSE.

4. THE RESPONSE IS MADE IN GOOD FAITH AND NOT PURSUANT TO ANY AGREEMENT OR DISCUSSION WITH, OR INDUCEMENT FROM, ANY OTHER FIRM OR PERSON TO SUBMIT A COMPLEMENTARY OR OTHER NONCOMPETITIVE RESPONSE.

5. THE NAMED CONTRACTOR, 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 CONTRACTOR, UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE REPRESENTATIONS ARE MATERIAL AND IMPORTANT, AND WILL BE RELIED ON BY THE STATE OF FLORIDA FOR WHICH THIS RESPONSE IS SUBMITTED. I UNDERSTAND AND MY FIRM 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 RESPONSE FOR THE AGREEMENT.

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 2025.

_____
SIGNATURE OF NOTARY

STATE OF_____

PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC _____

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION: _____

TYPE OF IDENTIFICATION PRODUCED: _____

FORM "8"
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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.

IN ACCORDANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), AS AMENDED, BETWEEN CONTRACTOR AND FLORIDA DEPARTMENT OF VETERANS' AFFAIRS (FDVA), ESTABLISHES THE PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION (PHI) BY CONTRACTOR. THIS AGREEMENT MAY NOT AUTHORIZE CONTRACTOR TO FURTHER USE OR DISCLOSE HEALTH INFORMATION OBTAINED FROM FDVA, EXCEPT THAT IT MAY PERMIT CONTRACTOR TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION BY THE CONTRACTOR, AND COLLECT DATA RELATING TO FDVA OPERATIONS. THE CONTRACTOR SHALL:

1. NOT USE OR FURTHER DISCLOSE PROTECTED HEALTH INFORMATION (PHI) OTHER THAN AS PERMITTED OR REQUIRED BY THE AGREEMENT OR AS REQUIRED BY LAW.

2. USE APPROPRIATE SAFEGUARDS TO PREVENT USE OR DISCLOSURE OF THE INFORMATION OTHER THAN AS PROVIDED FOR BY THE AGREEMENT.

3. REPORT TO FDVA ANY USE OR DISCLOSURE OF PHI, NOT PERMITTED BY THE AGREEMENT, OF WHICH THE CONTRACTOR BECOMES AWARE.

4. ENSURE THAT ANY AGENT OR SUBCONTRACTOR TO WHOM IT PROVIDES PHI AGREES TO THE SAME RESTRICTIONS AND CONDITIONS THAT APPLY TO CONTRACTOR UNDER THE AGREEMENT.

5. MAKE PHI AVAILABLE TO THE VETERAN.

6. MAKE PHI AVAILABLE FOR AMENDMENT AND INCORPORATE ANY AMENDMENTS.

7. MAKE AVAILABLE THE INFORMATION REQUIRED TO PROVIDE AN ACCOUNTING OF DISCLOSURES.

8. MAKE AVAILABLE TO FDVA AND THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) ITS INTERNAL PRACTICES, BOOKS, AND RECORDS RELATING TO THE USE AND DISCLOSURE OF PHI FOR THE PURPOSE OF DETERMINING COMPLIANCE AS REQUIRED BY LAW.

9. AT TERMINATION OF THE AGREEMENT, AS DIRECTED BY FDVA, RETURN OR PERMANENTLY DELETE ALL PHI THAT THE CONTRACTOR STILL MAINTAINS IN ANY FORM AND KEEP NO COPIES THEREOF. IF NOT FEASIBLE, CONTRACTOR WILL CONTINUE TO PROTECT THE INFORMATION AS REQUIRED BY LAW.

10. ACKNOWLEDGE THAT, IF FDVA DETERMINES CONTRACTOR HAS VIOLATED A MATERIAL TERM OF THE AGREEMENT, FDVA MAY TERMINATE THE AGREEMENT AND SEEK TO IMPOSE FINANCIAL CONSEQUENCES INCLUDING PAYMENT OF DAMAGES AND COSTS, IF ANY.

ACKNOWLEDGMENT: AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF THE CONTRACTOR, I CERTIFY THAT THIS FIRM SHALL FULLY COMPLY WITH ALL OF THE ABOVE REQUIREMENTS AND THOSE OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), AND FURTHER UNDERSTANDS THAT ANY VIOLATION OF REQUIREMENTS SHALL RESULT IN TERMINATION OF THE AGREEMENT AND ALL REMEDIES PROVIDED BY LAW SHALL BECOME AVAILABLE TO FDVA.

CONTRACTOR'S NAME: _____

MAILING ADDRESS (PHYSICAL):
_____

_____

_____

TELEPHONE #: _____

FAX #: _____ E-MAIL:_____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT AUTHORIZED NAME:_____ TITLE: _____

FORM "9"
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

THIS FORM MUST BE COMPLETED BY AN OFFICER OR REPRESENTATIVE OF AN ENTITY SUBMITTING A BID, PROPOSAL, OR REPLY TO, OR ENTERING INTO, RENEWING, OR EXTENDING, A CONTRACT WITH A GOVERNMENTAL ENTITY WHICH WOULD GRANT THE ENTITY ACCESS TO AN INDIVIDUAL'S PERSONAL IDENTIFYING INFORMATION. CAPITALIZED TERMS USED HEREIN HAVE THE DEFINITIONS ASCRIBED IN RULE 60A-1.020, F.A.C.

(NAME OF ENTITY) IS NOT OWNED BY THE GOVERNMENT OF A FOREIGN COUNTRY OF CONCERN, IS NOT ORGANIZED UNDER THE LAWS OF NOR HAS ITS PRINCIPAL PLACE OF BUSINESS IN A FOREIGN COUNTRY OF CONCERN, AND THE GOVERNMENT OF A FOREIGN COUNTRY OF CONCERN DOES NOT HAVE ANY INTEREST IN THE ENTITY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

PRINTED NAME:

TITLE:

SIGNATURE: DATE:

DocumenContinues on Next Page

FORM "10"
ANTI-HUMAN TRAFFICKING (FORCED LABOR) ATTESTATION

CONTRACTOR 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 CONTRACTOR BEING CONSIDERED NON-RESPONSIVE.

THIS FORM MUST BE COMPLETED AND SIGNED BY AN OFFICER OR REPRESENTATIVE OF AN ENTITY SUBMITTING A BID, PROPOSAL, OR REPLY TO, OR ENTERING INTO, RENEWING, OR EXTENDING, A CONTRACT WITH A GOVERNMENTAL ENTITY.

FDVA WILL NOT ACCEPT A BID, PROPOSAL, OR REPLY FROM, AWARD A CONTRACT TO, OR TRANSACT ANY BUSINESS PERTAINING TO THE PROVISION OF SERVICES OR COMMODITIES WITH A COMPANY ON OR SUBSEQUENTLY PLACED ON THE STATE OF FLORIDA "FORCED LABOR VENDOR" LIST. IF THE COMPANY IS SUBSEQUENTLY PLACED ON THE STATE OF FLORIDA "FORCED LABOR VENDOR" LIST, FDVA MAY THEN TERMINATE THE AGREEMENT.

(NAME OF ENTITY) DOES NOT USE OR HAVE ANY INTEREST IN AN ENTITY THAT USES COERCED (FORCED) LABOR OR SERVICES AS DEFINED IN STATE OF FLORIDA HB 7063 / SB 796 (ANTI-HUMAN TRAFFICKING). VICTIMS OF SLAVERY AND HUMAN TRAFFICKING ARE PROTECTED UNDER UNITED STATES AND FLORIDA LAW.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND ATTEST THAT THE FACTS STATED IN IT ARE TRUE.

PRINTED NAME:

TITLE:

SIGNATURE: DATE: