PURCHASE ORDER SCOPE OF WORK

1. Description of Service

The Provider must provide the services described within this Scope of Work (Scope).

1.1 The purpose of this agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for vertical transportation systems identified, and the terms and conditions under which the "Owner" shall compensate the Contractor for such services rendered.

1.2 It is the intent of this Contract to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all-inclusive, and to guarantee to the "Owner" that absence or omission of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the agreement and practical requirements unless same is specifically excluded or prorated herein.

1.3 Minimum standards and requirements for services to be rendered shall be performed in accordance with the original equipment manufacturer (O.E.M.) specifications, Maintenance Control Program and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the O.E.M. standard shall be employed unless there is no relative documentation available. The absence of both a Contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.

2. Governance

Based on §287.057(19), Florida Statutes (F.S.), if applicable, Provider(s) under this contract will be prohibited from participating in any other engagement that the Provider provides related content as this would create a conflict of interest. The Provider shall comply with all applicable state and federal requirements.

3. Term

3.1 The anticipated term of the resulting Contract is September 1, 2026, through August 31, 2031. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.

3.2 In accordance with §287.058(1)(g), F.S., the Contract resulting from this procurement may be renewed for a period that may not exceed five (5) years or the term of the resulting original Contract period, whichever is longer. Renewal of the Contract shall be in writing and subject to the same terms and conditions set forth in the original Contract. A renewal may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance as determined by the Department, are subject to the availability of funds, and optional to the Department.

3.3 Funding under this Contract is subject to the availability of funds. The Department reserves the right to expand the Scope performed by the Provider, should additional needs and funding become available. Additional services may be included in, or added to, any purchase order(s), upon mutual written agreement, and through issuance of a change order.

4. Composition of the Contract

4.1 This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

4.1.1 Purchase Order Scope of Work (PMT-57), and other attached documents: All other attachments and exhibits to the contract referenced in the solicitation shall also be part of the resulting contract, if any.

4.1.2 Attachment A – Technical Specifications: *Section 14 01 20 – Owner's Form of Vertical Transportation Maintenance Agreement and Specifications for Full Coverage on Twenty-Five (25) Elevators at Florida State Hospital, dated January 27, 2026 (VDA No. 78906), as prepared by VDA Associates, is hereby incorporated by reference in its entirety and made a part of this Contract.*

4.1.3 The Department's Purchase Order Terms and Conditions, located at: https://www.myflfamilies.com/general-information/contracted-client-services/library.

4.1.4 Department of Children and Families Standard Contract Definitions, located at: https://www.myflfamilies.com/general-information/contracted-client-services/library.

4.1.5 PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

4.1.6 Provider Response: The Provider's Response and any additional submittals, if incorporated into or attached to the contract.

4.2 Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

5. Elements of Services

The Provider is responsible for the performance of all tasks and deliverables contained in this Scope.

5.1 Service Delivery

5.1.1 Service Delivery Location

Florida State Hospital
100 N Main St
Chattahoochee, FL 32324

5.2 Equipment

5.2.1 The Provider must provide all equipment required for the services within this Scope.

5.3 Equipment Coverage Adjustments and Out-of-Scope Work

5.3.1 The Department may add or remove equipment covered under this Service Agreement as operational needs require. Any work outside the scope of this Agreement will be addressed through a separate written proposal and purchase order, with the proposal itemized by labor and materials. If any parts fail during the term of this Contract and replacement of equipment is required, the Provider shall furnish a written replacement quote for the Department's review and approval prior to any replacement work commencing.

5.3.2 Additional Use of this Contract

In addition to this service, the vendor may perform the following:

- Perform Repairs
- Upgrade
- Modernization
- Replacement
- New Construction
- Additional construction to the building elevator system and other related trades that connects or ties into the elevator system.

6. Deliverables, Minimum Performance Measures, and Financial Consequences

6.1 Deliverables, performance standards, minimum performance measures, and applicable financial consequences are set forth **in Attachment A – Technical Specifications** and are hereby incorporated by reference.

7. Invoicing and Payments

7.1 General Information

7.1.1 A Purchase Order (PO) will be issued to the Provider.

7.1.2 The method of payment for this purchase is fixed rate.

7.1.3 The Provider will not receive payment in advance for goods or services described in this Scope.

7.2 Invoicing

7.2.1 The Provider must submit an invoice upon completion of each deliverable that provides a detailed accounting of the services and deliverables performed during the invoice period for which payment is being requested. Invoices must be sufficient for a proper pre-audit and post-audit thereof.

7.2.2 The invoice shall be submitted along with the documentation supporting completion of each deliverable, milestone, recurring maintenance and operations monthly cost. Each invoice must include the following information:

- **7.2.2.1** PO number,
- **7.2.2.2** Provider name and address,
- **7.2.2.3** Provider federal identification number,
- **7.2.2.4** Date(s) and services provided,
- **7.2.2.5** Identification of any deliverable(s) due during the invoicing period,
- **7.2.2.6** Invoice amount,
- **7.2.2.7** PO balance after payment of invoice, and
- **7.2.2.8** Signature of Provider’s authorized representative and date signed.

7.2.3 The Department may require any other information from the Provider that the Department deems necessary to verify the completion of services.

7.2.4 Monthly compensation shall be at the rates established in **Exhibit B**, and callback/out-of-scope work shall be billed at the rates set forth in **Exhibit A**, both as submitted in the Respondent's Cost Proposal.

7.3 Payments

7.3.1 Frequency of Payment: Monthly maintenance services shall be invoiced and paid on a monthly basis. Payment shall be made within thirty (30) days of the Department's receipt of a properly submitted invoice, in accordance with **Section 1.9 of Attachment A – Technical Specifications**. Callback services and authorized out-of-scope work shall be invoiced monthly on an itemized basis and paid within the same thirty (30)-day period following receipt of a compliant invoice. No payment shall be issued in advance of services rendered.

7.3.2 Monthly maintenance payment is contingent upon the Provider's compliance with the full terms of this Contract, including submission of required maintenance records, reports, and time tickets as specified in **Attachment A – Technical Specifications, Section 1.9**.

7.3.3 Payments to the Provider through this PO will be made through MyFloridaMarketPlace (MFMP), thus it is required that the Provider is registered with MFMP.

7.3.4 MFMP registration instructions are located at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration

7.3.5 The PO and this document contain all terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Provider related to this Contract. This Contract may only be modified or amended upon mutual written agreement of authorized representatives of the Department and Provider. Any modification to this PO will be addressed through a change order within MFMP by the parties' authorized representatives.

7.3.6 Effective July 1, 2024, the MFMP transaction fees imposed for the use of MFMP are equal to seven-tenths of one percent (0.7%) of the payment issued. More information is located at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting.

8. Provider Travel Reimbursement

The Provider will not be reimbursed for any travel expenses under this Contract.

9. Technical Specifications

Refer to **Attachment A – Technical Specifications** for additional information**.**

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