

State of Florida  
Florida Department of Education  
Bureau of Contracts, Grants and Procurement Management Services  
344 Turlington Building  
325 West Gaines Street  
Tallahassee, Florida 32399-0400

**BID REGISTRATION**

\*\*\*\*\*  
**COMPLETE AND RETURN THIS FORM**  
\*\*\*\*\*

BID NO.: ITB 2026-041

TITLE: Blind Services – Daytona Campus – AC Coil Replacement

DATE & TIME DUE: July 8, 2026, 11:00 AM Eastern Time (ET)

Potential Bidders should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services of their intent to bid by returning this Bid Registration Form as soon as possible after downloading.

Complete the information below and send **this sheet only** to below e-mail address (preferred). Form may also be faxed to fax number 850/245-0719, or mailed to 325 West Gaines Street, 344 Turlington Building, Tallahassee, Florida 32399-0400.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_

INTERNET E-MAIL ADDRESS: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

For further information on this process, you may contact Rhonda Forbes at 850/245-0075 e-mail address: [rhonda.forbes@fldoe.org](mailto:rhonda.forbes@fldoe.org).

**State of Florida  
Department of Education**

**INVITATION TO BID**

**BLIND SERVICES – DAYTONA CAMPUS – AC COIL REPLACEMENT**

**BID NUMBER: ITB 2026-041**

**DEADLINES**

**TECHNICAL QUESTIONS: June 22, 2026@ 4:00 PM Eastern Time (ET)**  
**BID RESPONSE SUBMITTAL DUE: JULY 8, 2026@ 11:00 AM Eastern Time (ET)**

**ESTIMATE POSTING DATE: July 14, 2026**

**MAIL OR DELIVER BID RESPONSES TO:**

Florida Department of Education  
Bureau of Contracts, Grants and Procurement Management Services  
325 West Gaines Street  
344 Turlington Building  
Tallahassee, Florida 32399-0400  
Attention: Rhonda Forbes

## Table Of Contents

|                                                                      |          |
|----------------------------------------------------------------------|----------|
| BID REGISTRATION.....                                                | 1        |
| • <b>SECTION 1 –INSTRUCTIONS.....</b>                                | <b>6</b> |
| 1.0 GENERAL INSTRUCTIONS TO RESPONDENT .....                         | 6        |
| • <b>SECTION 2 – CONTRACT CONDITIONS .....</b>                       | <b>6</b> |
| 2.0 GENERAL CONTRACT CONDITIONS .....                                | 6        |
| • <b>SECTION 3 - INTRODUCTION .....</b>                              | <b>6</b> |
| 3.0 INTENT.....                                                      | 6        |
| 3.1 BACKGROUND.....                                                  | 7        |
| 3.2 DEFINITIONS.....                                                 | 7        |
| 3.3 SCHEDULE OF EVENTS (ALL DATES IN BID SUBJECT TO CHANGE).....     | 7        |
| • <b>SECTION 4 – SPECIAL INSTRUCTIONS .....</b>                      | <b>8</b> |
| 4.0 NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS .....               | 8        |
| 4.1 POOR PERFORMANCE NOTICE .....                                    | 8        |
| 4.2 QUESTIONS .....                                                  | 8        |
| 4.3 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF.....        | 8        |
| 4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS .....                      | 9        |
| 4.5 ADDENDA .....                                                    | 9        |
| 4.6 MINOR EXCEPTIONS.....                                            | 10       |
| 4.7 COPYRIGHTED MATERIAL .....                                       | 10       |
| 4.8 CONFIDENTIAL MATERIAL .....                                      | 10       |
| 4.9 PREPARATION COST .....                                           | 11       |
| 4.10 WITHDRAWAL .....                                                | 11       |
| 4.11 PUBLIC OPENING OF BID RESPONSES .....                           | 11       |
| 4.12 CORRECTION OF BID RESPONSE ERRORS.....                          | 11       |
| 4.13 VISITOR PASS TO THE TURLINGTON BUILDING .....                   | 11       |
| 4.14 ACCESSIBILITY FOR DISABLED PERSONS .....                        | 11       |
| 4.15 RESPONSE DURATION .....                                         | 11       |
| 4.16 PRICING.....                                                    | 11       |
| 4.17 AWARD .....                                                     | 12       |
| 4.18 AUTHORIZATION TO DO BUSINESS IN THE STATE OF FLORIDA .....      | 12       |
| 4.19 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA.....       | 12       |
| 4.20 NOTICE TO CONTRACTOR.....                                       | 12       |
| 4.21 QUALIFICATIONS .....                                            | 12       |
| 4.22 SUBMISSION OF BID RESPONSES BY SUBSIDIARIES OR AFFILIATES ..... | 13       |
| 4.23 IDENTICAL EVALUATION OF BID RESPONSES.....                      | 13       |
| 4.24 INDEPENDENT PRICE DETERMINATION .....                           | 13       |
| 4.25 METHOD OF PAYMENT.....                                          | 13       |
| 4.26 EXTENSION.....                                                  | 13       |
| 4.27 INSPECTION AUDIT AND MAINTENANCE OF REPORTS .....               | 13       |
| 4.28 DIVERSITY IN CONTRACTING .....                                  | 13       |
| 4.29 SUB-CONTRACTING.....                                            | 14       |
| 4.30 CONTRACTUAL OBLIGATIONS.....                                    | 14       |
| 4.31 CONTRACT COMPLETION.....                                        | 14       |
| 4.32 DISPOSITION OF BID RESPONSES .....                              | 14       |
| 4.33 ALTERNATES.....                                                 | 14       |
| 4.34 WARRANTY/SUBSTITUTIONS.....                                     | 14       |

|      |                                                                                  |           |
|------|----------------------------------------------------------------------------------|-----------|
| 4.35 | REPLACEMENT/RESTOCKING .....                                                     | 14        |
| 4.36 | PRODUCT REQUIREMENTS/SPECIFICATIONS .....                                        | 15        |
| 4.37 | ACCEPTANCE .....                                                                 | 15        |
| •    | <b>SECTION 5– SPECIAL TERMS AND CONDITIONS.....</b>                              | <b>15</b> |
| 5.0  | PRE-BID CONFERENCE .....                                                         | 15        |
| 5.1  | SITE INSPECTION .....                                                            | 15        |
| 5.2  | PERFORMANCE BOND.....                                                            | 15        |
| 5.3  | INSURANCE, WORKERS' COMPENSATION .....                                           | 15        |
| 5.4  | INSURANCE, GENERAL LIABILITY.....                                                | 16        |
| 5.5  | INDEMNIFICATION .....                                                            | 16        |
| 5.6  | EMPLOYEE REQUIREMENTS.....                                                       | 16        |
| 5.7  | PARTICIPATION IN FUTURE STAGES OF THIS PROJECT.....                              | 16        |
| 5.8  | INFORMATION TECHNOLOGY REQUIREMENTS .....                                        | 17        |
| 5.9  | SCRUTINIZED COMPANIES LISTS.....                                                 | 17        |
| 5.10 | SCRUTINIZED COMPANIES – TERMINATION.....                                         | 17        |
| •    | <b>SECTION 6 – SCOPE OF SERVICES .....</b>                                       | <b>17</b> |
| 6.0  | SCOPE OF SERVICES .....                                                          | 17        |
| 6.1  | DELIVERABLES.....                                                                | 17        |
| 6.2  | FINANCIAL CONSEQUENCES.....                                                      | 18        |
| •    | <b>SECTION 7 – SPECIAL INSTRUCTIONS – BID RESPONSE FORMAT &amp; CONTENT.....</b> | <b>18</b> |
| 7.0  | BID RESPONSE SUBMISSION .....                                                    | 18        |
| 7.1  | BID CONDITIONS.....                                                              | 18        |
| 7.2  | BID RESPONSE FORMAT INSTRUCTIONS.....                                            | 18        |
| •    | <b>SECTION 8 – SUBMITTALS AND EVALUATION .....</b>                               | <b>20</b> |
| 8.0  | PRELIMINARY SUBMITTAL REVIEW .....                                               | 20        |
| 8.1  | POSTING OF BID TABULATION .....                                                  | 20        |
| 8.2  | PROTEST OF BID TABULATION OR PROCUREMENT TERMS.....                              | 20        |
| 8.3  | INABILITY TO POST.....                                                           | 20        |
| 8.4  | AWARD OF THE CONTRACT .....                                                      | 20        |
| •    | <b>ATTACHMENT 'A' .....</b>                                                      | <b>21</b> |
|      | VENDOR'S BID SHEET .....                                                         | 21        |
| •    | <b>ATTACHMENT 'B' .....</b>                                                      | <b>23</b> |
|      | DISCLOSURE STATEMENT .....                                                       | 23        |
| •    | <b>ATTACHMENT 'C' .....</b>                                                      | <b>24</b> |
|      | CONTRACT STANDARD TERMS AND CONDITIONS.....                                      | 24        |
| •    | <b>ATTACHMENT 'D' .....</b>                                                      | <b>29</b> |
|      | DRUG-FREE WORKPLACE CERTIFICATION .....                                          | 29        |
| •    | <b>ATTACHMENT 'E' .....</b>                                                      | <b>30</b> |
|      | MINORITY SUB CONTRACTORS' UTILIZATION SUMMARY .....                              | 30        |
| •    | <b>ATTACHMENT 'F'.....</b>                                                       | <b>31</b> |
|      | VENDOR CERTIFICATIONS .....                                                      | 31        |
| •    | <b>BID RESPONSE CHECKLIST .....</b>                                              | <b>37</b> |

**INVITATION TO BID**  
**FLORIDA DEPARTMENT OF EDUCATION**  
**Blind Services – Daytona Campus – AC Coil Replacement**  
**BID NUMBER: ITB 2026-041**

**SECTION 1 –INSTRUCTIONS**

**1.0 GENERAL INSTRUCTIONS TO RESPONDENT**

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the respondent's Bid Response. Form PUR 1001 may be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing](http://dms.myflorida.com/business_operations/state_purchasing) under "Documents, Forms, References and Resources".

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the statutory requirements shall take precedence.

**ALTHOUGH THE ITB MAY USE MANDATORY WORDS LIKE "SHALL," "WILL," "SHOULD" OR "MUST," AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE DEPARTMENT RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS. IN ADDITION, THERE IS NO GUARANTEE THAT SUCH DEVIATIONS WILL BE DEEMED IN THE STATE'S BEST INTEREST OR A MINOR IRREGULARITY.**

**SECTION 2 – CONTRACT CONDITIONS**

**2.0 GENERAL CONTRACT CONDITIONS**

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the respondent's Bid Response. Form PUR 1000 may be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing](http://dms.myflorida.com/business_operations/state_purchasing) under "Documents, Forms, References and Resources".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the Florida Statutes, in which case the term contained in PUR 1000 shall take precedence.

**SECTION 3 - INTRODUCTION**

**3.0 INTENT**

The State of Florida Department of Education, Division of Blind Services (hereinafter referred to as the "Department") is soliciting written Bid Responses from highly qualified and experienced vendors to replace a chilled water coil in the Dorm Makeup Air Handler located at the Career, Technology, and Training Center for the Blind and Visually Impaired .. All work must be performed in full compliance with applicable local and state codes.

The resulting contract will not be renewed.

### 3.1 **BACKGROUND**

During the recent cold weather freeze, one of the two chilled water coils in the Dorm Makeup Air Handler located at the Career, Technology, and Training Center failed. This coil is responsible for helping cool the student rooms. Since the failure, the coil has been isolated and shut off, so now the system relies solely on the remaining single coil. The concern is that as outdoor temperatures rise into the upper 80s, the single coil is not sufficient to maintain comfortable cooling levels in the dorm rooms.

### 3.2 **DEFINITIONS**

As used herein, the following definitions apply:

1. **Contract**: The agreement entered into between the Department and the successful Bidder after completion of the Invitation to Bid process.
2. **Contractor**: The successful Bidder, selected as a result of this Invitation to Bid (ITB), with which the Department executes a Contract to provide the required services.
3. **Department**: Refers to the Florida Department of Education.
4. **DOE**: Florida Department of Education
5. **Bid**: All documents and materials contained in the formal ITB package submitted by a Bidder in response to this solicitation.
6. **Bid Response**: means the complete response of the Bidder to the ITB, including properly completed forms and supporting documentation.
7. **Bidder**: Means a potential Contractor acting on their own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Bidder's team who submits a response to this solicitation.
8. **VIP**: Florida Vendor Information Portal – website where all available information regarding this formal procurement is located: [MyFloridaMarket Place Vendor Information Portal](#)
9. **Deliverable** means a tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.
10. **Single Audit Act**:
11. **Specifications**: Written requirements for materials, equipment, systems, standards, and workmanship as applied to work.
12. **Division of Blind Services - DBS**

### 3.3 **SCHEDULE OF EVENTS (ALL DATES IN BID SUBJECT TO CHANGE)**

| ACTIVITY                                                                                                                                                 | DATE                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Issuance Of ITB                                                                                                                                          | June 4, 2026              |
| Mandatory Site Visit- @ 1132 Willis Ave, Daytona Beach, Florida 32114                                                                                    | June 15, 2026@ 10:00AM ET |
| Deadline for receipt of Technical Questions [FAX OR E-MAIL (PREFERRED) ACCEPTABLE]<br>NOTE: Administrative questions responded to throughout bid process | June 22, 2026@ 4:00 PM ET |
| Department Response to Technical Questions received by deadline (this date is on or about)                                                               | June 26, 2026             |
| ITB RESPONSES DUE (EMAIL OR FAX NOT ACCEPTABLE)<br>OPENINGS WILL BE CONDUCTED VIA CONFERENCE CALL. TOLL-FREE: 888-585-9008;<br>PIN: 818-095-394          | July 8, 2026 11:00 AM ET  |
| ESTIMATED POSTING OF INTENDED AWARD (date is on or about)                                                                                                | July 14, 2026             |

## SECTION 4 – SPECIAL INSTRUCTIONS

### 4.0 **NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS**

Bid Responses that fail to provide material information may be rejected as non-responsive. A Bidder who's Bid Responses, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to waive any minor irregularities or technicalities in any Bid Response received, to reject any or all Bid Responses in whole or in part, with or without cause, to solicit new Bid Responses or to accept the Bid Response which, in its judgment, will be in the best interest of the Department. The Department reserves the right to use any information presented in any response to this ITB.

### 4.1 **POOR PERFORMANCE NOTICE**

The bidder should provide for both the bidder and his/her employees, subcontractors and subcontractor employees copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, any notice of breach, notice of default, termination notice, suspension notice, or any disciplinary action initiated or taken under any contract or job performance within the past seven (7) years. For each instance listed, provide a narrative summary of the contract's purpose and scope of work, the bidder's performance (including the concerns of the project owner) and any major adverse findings. In addition, provide the contract or job number; the name of the owner; the term of the contract; and the name, address and telephone number of the owner's contract manager. Please also include any relevant documentation evidencing the performance issues.

The Department reserves the right to seek further information on this matter from the bidder or to make inquiries with the project owner. The information obtained from this review may be used to declare the bidder a non-responsible vendor.

### 4.2 **QUESTIONS**

Potential Bidders should examine the ITB to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the Bidder may request, in writing, to the State that the specifications be changed. The Bidder who requests changes to the State's specifications should identify and describe the Bidder's difficulty in meeting the State's specifications, should provide detailed justification for a change, and should provide recommended changes to the specifications. **Questions concerning conditions and specifications of this ITB, and/or requests for changes to the Bid Response should be received in writing by the Bureau of Contracts, Grants and Procurement Management Services as specified in SECTION 3.3 SCHEDULE OF EVENTS.** A Bidder's failure to request changes by the specified date shall be considered to constitute Bidder's acceptance of State's specifications. The State shall determine what changes to the ITB shall be acceptable to the State.

Questions may be e-mailed, faxed or delivered to the address below:

Florida Department of Education  
Bureau of Contracts, Grants and Procurement Management Services  
**Attn: Rhonda Forbes**  
325 West Gaines Street, Room 344  
Tallahassee, Florida 32399-0400  
E-mail (preferred): rhonda.forbes@fldoe.org  
FAX (850) 245-0075

### 4.3 **RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF**

Bidders shall not communicate with any Department staff concerning this ITB except for the Department contact person identified in **SECTION 4.2 QUESTIONS** of this ITB. Only those communications which are in writing from the Bureau of Contracts, Grants, and Procurement Management Services shall be considered as a duly authorized

response on behalf of the Department. For violation of this provision, the Department reserves the right to reject a Bidder's Bid Response.

Bidders 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 Bid Response.

#### **4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS**

Pursuant to Florida Statutes, Section 120.57(3)(b):

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Section 120.57(3)(a) provides:

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."

Florida Administrative Code Rule 28-110.002(2) defines the term "decision or intended decision," and includes the solicitation terms (and any addenda), the award of the contract, and a rejection of all Bid Responses.

At the time of filing the Formal Written Protest the protestor must also file a Protest Bond payable to the Department in an amount equal to 1 percent of the estimated contract amount. Florida Statutes, Section 287.042(2)(c) and Florida Administrative Code Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated contract amount. In lieu of a Protest Bond, the Department will accept cashier's checks, official bank checks or money orders. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be addressed to the issuing office as defined in **SECTION 6.0 BID SUBMISSION** and filed with the agency clerk.

#### **4.5 ADDENDA**

No negotiations, decisions, or actions will be initiated or executed by a Bidder as a result of any oral discussions with a Department employee. Only those communications that are in writing from the Bureau of Contracts, Grants and Procurement Management Services will be considered as a duly authorized expression on behalf of the Department.

If the Department determines that it should modify or interpret any portion of the ITB documents prior to the closing time and date, such changes will be included as a written addendum to the ITB. No other methodology will be considered binding or authorized in giving information concerning, or to explain or interpret the ITB document.



Notice of changes (addenda) will be posted on the Florida Vendor Information Portal (VIP) at [MyFloridaMarket Place Vendor Information Portal](#) (click on Search Advertisements under the Florida Solicitation Advertisement section, then populate the Organization field with the Department of Education. Initiate search by clicking the Search button). Click on this bid number to review posted documents. It is the responsibility of all potential Bidders to monitor this site for any changing information prior to submitting a Bid Response.

**NOTE: SIGNED ACKNOWLEDGEMENT OF ANY ADDENDA SHOULD ACCOMPANY ITB RESPONSE. FAILURE TO SUBMIT THE ACKNOWLEDGE FORM MAY RESULT IN DISQUALIFICATION OF THE BIDDER**

#### **4.6 MINOR EXCEPTIONS**

The Department may waive minor deviations or exceptions in Bid Responses providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the Bid by giving a contractor an advantage or benefit not enjoyed by other contractors.

#### **4.7 COPYRIGHTED MATERIAL**

Copyrighted material will be accepted as part of a Bid Response only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for use by Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public. All development and use of copyright material in fulfilling the terms of the Bid shall be governed by the terms of the contract between the Contractor and the Department.

#### **4.8 CONFIDENTIAL MATERIAL**

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, respondent should clearly mark and identify in its response those portions which are confidential, trade secret or otherwise exempt. Respondent should also simultaneously provide the Department with a separate redacted copy of its response. This redacted copy should contain the Department's solicitation name, number, and the name of the respondent on the cover, and should be clearly titled "Redacted Copy." The Redacted Copy should be provided to the Department at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by respondents in answer to a public records request for these records. Notwithstanding the foregoing, the Department reserves the right to disclose any materials as public records unless it determines, in its discretion, that an exemption to disclosure applies to the record.

Notwithstanding the foregoing, the Department reserves the right to disclose all material that it determines, in its sole discretion, to be a public record under Florida law.

Public records request should be submitted to: [PRR@fldoe.org](mailto:PRR@fldoe.org).

#### **4.9 PREPARATION COST**

ITB responses shall contain all information solicited, plus any additional data, prints, or literature that the Bidder deems pertinent to the Department's understanding and evaluation of their response. This ITB does not commit the Department or any other public agency to pay any costs incurred by the Bidder in the submission of a Bid Response or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

#### **4.10 WITHDRAWAL**

Bidders may modify submitted Bid Responses at any time prior to the Bid due date. Requests for modification of a submitted Bid Response should be in writing and should be signed by an authorized representative of the Bidder. Upon receipt and acceptance of such a request, the entire Bid Response will be returned to the Bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the Bid Response. The ITB number, opening date and time should appear on the envelope of the modified Bid Response.

#### **4.11 PUBLIC OPENING OF BID RESPONSES**

Each Bid Response should be dated and time-stamped by the Department as received. Any Bid Response received after the specified deadline for Bid acceptance, may be rejected and returned unopened to the Bidder. Bid Responses will be opened at the designated date and time at the Department's Bureau of Contracts, Grants and Procurement Management Services, 344 Turlington Building, 325 West Gaines Street, Tallahassee, FL.

#### **4.12 CORRECTION OF BID RESPONSE ERRORS**

Information that is required to be included in the Bid Response is expected to be present and to be accurate. Corrections of erroneous information or typographical errors may not be permitted after the Department has received the Bid Responses. **The Contractor is solely responsible for proofreading their Bid Response and verifying its accuracy.**

#### **4.13 VISITOR PASS TO THE TURLINGTON BUILDING**

Each visitor to the Turlington Building is required to check in at the security desk in the main lobby. Please allow at least 15 minutes prior to Bid Response due time if hand-delivering your Bid Response to the Bureau of Contracts, Grants and Procurement Management Services.

#### **4.14 ACCESSIBILITY FOR DISABLED PERSONS**

Any person requiring a special accommodation because of a disability should call Department's Bureau of Contracts, Grants and Procurement Management Services at (850) 245-0735 at least five (5) workdays prior to the Bid opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service, which can be reached at 1 (800) 955-8771 (TDD).

#### **4.15 RESPONSE DURATION**

All submitted responses are binding for 180 days following the response opening date.

#### **4.16 PRICING**

All Bid prices to include the furnishing of all parts, labor, transportation and incidental services or materials required. There shall be no additional costs charged for work performed under this Bid. All Bid prices should be submitted on the forms provided.

**4.17 AWARD**

As in the best interest of the State the right is reserved to award based on **all or none, group of items, item by item or any combination thereof**, to a responsive, responsible Bidder. As in the best interest of the State of Florida, the right is reserved to reject any and/or all Bid Responses or to waive any minor irregularity in Bid Responses received. Conditions which may cause rejection of Bid Response include, without limitation, evidence of collusion among Bidders, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

Bid tabulations will be posted and available for public viewing in the reception room of the Bureau of Contracts, Grants and Procurement Management Services and posted on the VIP. A printed copy of the Bid tabulation will be available upon written request to the Bureau of Contracts, Grants and Procurement Management Services. Telephone requests will not be accepted. Each written request should contain a self-addressed, stamped envelope and reference the Bid title and number. Bid tabulations will be posted and available for public viewing in the reception room of the Bureau of Contracts, Grants and Procurement Management Services.

**4.18 AUTHORIZATION TO DO BUSINESS IN THE STATE OF FLORIDA**

Foreign corporations and foreign limited partnerships should be authorized to do business in the State of Florida. Domestic corporations should be active and in good standing in the State of Florida. Such authorization and status should be obtained by the Bid due date and time, but in any case, must be obtained prior to contract execution. For authorization, contact:

Florida Department of State  
Tallahassee, Florida 32399  
(850) 245-6053

**4.19 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA**

If the service(s) being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the Bid due date and time, but in any case, must be obtained prior to contract execution. For State licensing, contact:

Florida Department of Business and Professional Regulation  
Tallahassee, Florida 32399-0797  
(850)487-9501

**4.20 NOTICE TO CONTRACTOR**

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract.

**4.21 QUALIFICATIONS**

The Department will determine whether the Bidder is qualified to perform the services being contracted based upon their Bid Response demonstrating satisfactory experience and capability in the work area. The Bidder should identify necessary experienced personnel and/or facilities to support the activities associated with this Bid.

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department. In the event it becomes necessary for the Contractor to substitute key personnel, such substitution will take place in consultation with the Department and will be made upon the Department's prior approval, which will not be unreasonably withheld.

**4.22 SUBMISSION OF BID RESPONSES BY SUBSIDIARIES OR AFFILIATES**

A Bidder, its subsidiaries, affiliates, or related entities is limited to one Bid Response. Submission of more than one Bid Response per activity by a Bidder may cause the rejection of all bids submitted by the Bidder. In the alternative, the Department may decide in its sole discretion, which bid to evaluate and consider. A subsidiary or affiliate of a prime Bidder may also be included as a subcontractor in another Bidder's Bid Response.

**4.23 IDENTICAL EVALUATION OF BID RESPONSES**

Whenever two or more Bid Responses which are equal with respect to price, quality, and service are received, the Department will determine the order of award using the criteria established in 60A-1.011, Florida Administrative Code. The "Drug-Free Workplace Program Certification" can be found as Attachment 'D'.

**4.24 INDEPENDENT PRICE DETERMINATION**

A Bidder shall not collude, consult, communicate, or agree with any other Bidder regarding this procurement as to any matter relating to the Bidder's Response.

**4.25 METHOD OF PAYMENT**

The Department will pay for these services/products in accordance with the terms and conditions of the purchase order or contract.

**4.26 EXTENSION**

In the event that circumstances arise which make performance by the Contractor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of the contract. Extension of the contract resulting from this Bid Response shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the contract; the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established in the contract. There shall be only one extension of the contract unless the failure to meet the criteria set forth in this ITB or resulting contract is due to events beyond the control of the Contractor. It shall be the responsibility of the Contractor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Contractor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department will review the request and make a determination as to granting all or part of the requested extension.

**4.27 INSPECTION AUDIT AND MAINTENANCE OF REPORTS**

Representative of the Department, the Comptroller of the State of Florida, or the Auditor General of the State of Florida, or their duly authorized representatives, shall have access, for purposes of examinations and recovery, to any books, documents, papers, and records of the Contractor as they may relate to this contract. The Contractor shall maintain books, records and documents in accordance with acceptable accounting principles and practices that sufficiently and properly reflect charges made. The Department may unilaterally cancel any resultant contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material originated or received by the Contractor in conjunction with this contract subject to the provisions of Florida Statutes, Chapter 119.

**4.28 DIVERSITY IN CONTRACTING**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Development at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Development at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

#### **4.29 SUB-CONTRACTING**

The Contract or any portion thereof shall not be sub-contracted, except as permitted herein, or with the prior written approval of the Department. No sub-contract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and despite any such sub-contracting, the Department shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor obligations.

In the event any sub-contractors are approved by the Department, the Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor should report all subcontractors, including, but not limited to, certified minority, women and service-disabled veteran subcontracting activities using the attached Utilization Summary form, attached as Attachment E. The Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor should provide the Utilization Summary form with each invoice submitted for payment, regardless if funds have not been spent with a certified minority, women or service-disabled veteran subcontractor for the period covered by the invoice. Contact the Florida Department of Management Services (DMS), Office of Supplier Development, for assistance identifying qualified minority, women, and service-disabled veteran companies. The Office of Supplier Development can be reached at (850) 487-0915; the Internet Web address is

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

#### **4.30 CONTRACTUAL OBLIGATIONS**

The Department's Contract Standard Terms and Conditions are incorporated in this ITB as Attachment 'C' and will govern the relationship between the Contract Vendor and the Department. Bid Response(s) submitted by the successful Bidder(s) shall be incorporated into the final purchase order(s) or contract(s).

#### **4.31 CONTRACT COMPLETION**

The Contractor will be required to ensure that each individual, partnership, firm, corporation or subcontractor that performs on the contract, is subject to, and comply with, the contractual requirements. When contract negotiations are successfully concluded, a written contract will be prepared which will incorporate the following documents:

- This ITB
- Addenda to this ITB
- And the Bidder's Response

The Contractor shall begin performing services only upon execution of a valid contract between the parties.

#### **4.32 DISPOSITION OF BID RESPONSES**

All Bid Responses become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

#### **4.33 ALTERNATES**

ALTERNATE BRANDS OR PRODUCTS WILL NOT BE CONSIDERED FOR THIS BID RESPONSE. BID AS SPECIFIED.

**4.34 WARRANTY/SUBSTITUTIONS**

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than 180 days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the Bid Response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

**4.35 REPLACEMENT/RESTOCKING**

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

**4.36 PRODUCT REQUIREMENTS/SPECIFICATIONS**

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it may be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

**4.37 ACCEPTANCE**

All items listed in the specifications, delivered to the Department not meeting specifications or found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and return of those that are defective.

## **SECTION 5– SPECIAL TERMS AND CONDITIONS**

**5.0 PRE-BID CONFERENCE**

A pre-bid conference will not be held.

**5.1 SITE INSPECTION (MANDATORY)**

A mandatory site visit will be held as specified in **SECTION 3.3 SCHEDULE OF EVENTS**. . All prospective Bidders intending to submit a bid to this ITB must attend the site visit from beginning to end, or any bid submitted will be rejected as non-responsive. A 10-minute grace period for late arrivals will be granted. Participation by teleconference is not authorized. Failure to attend the Mandatory site- visit shall preclude a prospective bidder from submitting a bid for this solicitation and will render the Bidder's bid non -responsive and will result in rejection of the Bidder's bid. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatever. Any questions at/during the site visit concerning conditions and specifications of this ITB, shall be submitted via email to Rhonda Forbes at rhonda.forbe@fldoe.org by the date and time specified in Section 3.3, Schedule of Events.

**5.2 PERFORMANCE BOND**

A Performance Bond is not required for this project.

**5.3 INSURANCE, WORKERS' COMPENSATION**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers'

compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

#### **5.4 INSURANCE, GENERAL LIABILITY**

The Contractor shall take out and maintain during the life of this agreement Comprehensive General Liability as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limit as follows:

- Contractor's Comprehensive General Liability Coverage, Bodily Injury & Property Damage - \$1,000,000 Each Occurrence, Combined Single Limit

The certificate(s) of insurance must comply with the following standards:

- No exclusions or restrictions in coverage will be accepted.
- The insurance coverage must be with an insurance company with a Best's rating of "A" or better.
- The certificate must include a thirty- (30) day notice of cancellation.
- The Department must be listed as an "additional insured" on coverage.

#### **5.5 INDEMNIFICATION**

Contractor agrees to indemnify, hold harmless and defend, at its own expense, including reasonable attorney's fees, the Department and its employees against any all claims or suits for property loss or damage and/or personal injury including death, to any and all person, of whosoever kind and character, whether real or asserted, arising out of and in connection with Contractor's negligence, intentional acts, or omissions related to its performance under the Contract.

#### **5.6 EMPLOYEE REQUIREMENTS**

Contractor agrees that only authorized employees are allowed on the premises of the Department buildings. Contractor employees are not to be accompanied in their work area by acquaintances; family members, assistants or any person unless said person is an authorized employee of the Contractor. All employees shall wear picture identification badges on clothing bearing the company emblem or name at all times.

#### **5.7 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT**

As stated in Chapter 287.057 F.S.

- (17)(c) A person who receives a contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has

any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

#### 5.8 **INFORMATION TECHNOLOGY REQUIREMENTS**

Bidders submitting Bids to this solicitation should provide electronic and information technology resources in complete compliance with the accessibility standards required by Section 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 74-2.001 – 2.006 and fully comply with all information technology security policies.

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.

#### 5.9 **SCRUTINIZED COMPANIES LISTS**

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Bids of \$1 million or more should include the attached **Scrutinized Companies Lists** Form (Attachment 'F') to certify the Respondent is not on either of those lists. The Form should be submitted with the Technical Reply.

#### 5.10 **SCRUTINIZED COMPANIES – TERMINATION**

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## **SECTION 6 – SCOPE OF SERVICES**

#### 6.0 **SCOPE OF SERVICES**

The state of Florida Department of Education, Division of Blind Services ("Department", "DOE/DBS", "DBS") is seeking a licensed, insured, and experienced vendor to provide all labor, materials, equipment, supervision, permits, and fees necessary to complete the replacement of a chilled water coil in the Dorm Makeup Air Handler located at the Career, Technology, and Training Center for the Blind and Visually Impaired Campus (1132 Willis Ave., Daytona Beach, FL 32114).

#### 6.1 **DELIVERABLES**

- Remove damaged chilled water evaporator coil in McQuay chilled water make-up air handler
- Provide and install new chilled water evaporator coil in air handler, like for like
- Reconnect all water lines and re-insulate
- Check system for proper operation
- Bid price will include all labor, parts, equipment and associated costs to complete the project
- Project is located at the Residence Hall, 1132 Willis Avenue, Daytona Beach, 32114



**6.2 FINANCIAL CONSEQUENCES**

If the Contractor fails to meet the minimum level of service or performance identified, the Department will be injured as a result thereof. If the requirements are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed. The contract manager shall periodically review the progress made on the activities and deliverables. If the Contractor fails to meet and comply with the activities/deliverables established or to make appropriate progress and they are not resolved within two weeks of a written request for correction; the contract manager may approve: 1) withholding of payment proportionate to the deficient service or performance until the deficiency is cured, (2) request the contractor redo or otherwise cure the work, or (3) a reduced payment by the rate established under this contract proportionate to the deficient service or performance. The contract manager must assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the contract to meet the timely and desired results. These financial consequences shall not be considered penalties. The Department; at its sole discretion, may offer the Contractor an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing. If financial consequences are imposed and due; the Department may offset the financial consequences from the next invoice or from the final retained payment, or require separate payment. Any payment made in reliance on the Contractor's evidence of performance; which evidence is subsequently determined to be erroneous, will be immediately due as an over payment.

**SECTION 7 – SPECIAL INSTRUCTIONS – BID RESPONSE FORMAT & CONTENT****7.0 BID RESPONSE SUBMISSION**

Bid Responses are due as specified in **SECTION 3.3 SCHEDULE OF EVENTS**.

**Mail (preferred) or Deliver To:** Florida Department of Education  
**(DO NOT FAX OR E-MAIL)** Bureau of Contracts, Grants and Procurement Management Services  
Attn: Rhonda Forbes  
344 Turlington Building  
325 West Gaines Street  
Tallahassee, Florida 32399-0400

Bid Responses received after this time and date may not be considered. By submitting a Bid Response, the Bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services/commodities to be provided. All Bid Responses and associated forms should be signed and dated in ink by a duly authorized representative of the Bidder.

Each Bidder should fully acquaint itself with the conditions relating to performance requirements under the conditions of this ITB. All Bid prices should be submitted on the sheets provided in this ITB. All Bid prices must remain firm for 180 days from date of Bid Opening.

All Bid Responses and related documents submitted in response to this ITB shall become the property of the State of Florida.

**7.1 BID CONDITIONS**

No conditions may be applied to any aspect of the ITB by the prospective Bidder. Any conditions placed on any aspect of the Bid documents by the prospective Bidder may result in the Bid Response being rejected as a conditional Bid. DO NOT WRITE IN CHANGES ON ANY ITB SHEETS. The only recognized changes to the ITB prior to Bid opening will be a written addenda issued by the Department.

**7.2 BID RESPONSE FORMAT INSTRUCTIONS**

This section contains instructions that describe the format for the Bid Response. All Bid Responses submitted should be marked as follows:

**BID NUMBER: ITB 2026-041****COMPANY NAME****CONTACT PERSON NAME AND PHONE****OPENING DATE/TIME: July 8, 2026 11:00 AM ET**

The Bidder should submit **one (1) original, one (1) hard copy, and one (1) copy in electronic format (flash drive, compact disc (CD), etc.) in Microsoft Word 5.0 or higher, or Adobe Acrobat (electronic file size should not exceed 12 MB)** of the Bid Response

**Section 1****• Transmittal Letter**

The Bidder should provide a Transmittal Letter (on Company Letterhead) that contains the following statements:

- a statement that the person signing the Bid Response is authorized to represent the Bidder and bind the Bidder relative to all matters contained in the Bidder's Bid Response
- company's federal tax identification number
- a statement that the Bidder has read, understands, and agrees to all provisions of this ITB;
- a statement that the Bidder is authorized to conduct business in Florida. In lieu of such statement, the Bidder should alternatively represent that they will secure authorization to do business in Florida prior to contract execution;
- a statement that the Bidder is registered on the MyFloridaMarketPlace Website. In lieu of such statement, the Bidder should alternatively represent that they will complete such registration authorization prior to contract execution;
- a statement that the Bidder has electronically registered a valid W-9 with the Department of Financial Services (DFS). DFS is ready to assist any vendors with questions, and vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) with any questions.

When applicable, Bidder should address small, minority-, women-, and service-disabled veteran business enterprise participation in the transmittal letter. *If applicable*, a copy of your Certified Minority Business certificate from the Department of Management Services, Office of Supplier Development should be enclosed. Certification should be current at the time of the Bid opening.

The Bidder is encouraged to limit the letter to no more than two (2) pages.

**▪ Section 2**

- **Vendor's Bid Sheet (Attachment A)**
- **Disclosure Statement (Attachment B)**
- **Drug-Free Workplace Form (If Applicable) (Attachment D)**
- **Minority Sub-Contractor Utilization Summary (Attachment E - If Applicable)**
- **PUR7801 Vendor Certification Form (Attachment F)** - Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall attest to all applicable clauses in the Department of Management Services, Form PUR 7801 hereby incorporated by reference. In order to be considered in compliance with the resulting contract, Bidder must complete and return Form PUR 7801, Vendor Certification and all applicable certification Forms in their Bid Response.

## SECTION 8 – SUBMITTALS AND EVALUATION

### 8.0 PRELIMINARY SUBMITTAL REVIEW

The absence of any of these documents may deem the Bid Response to be non-responsive and the Bid Response may not be evaluated. The Bid forms furnished should be used when submitting the response. Forms should be filled out in ink or typewritten, SIGNED AND DATED with no alterations or amendments made, and enclosed with a signed transmittal letter. Preliminary submittal review information should consist of the following:

- **TRANSMITTAL LETTER: (TO BE COMPLETED ON COMPANY LETTERHEAD)**
- **VENDOR'S BID SHEET (ATTACHMENT A)**  
BIDDER SHOULD USE THIS FORM WHEN SUBMITTING THEIR RESPONSE. USE OF ANY OTHER FORM MAY DISQUALIFY THE BID RESPONSE.
- **DISCLOSURE STATEMENT (ATTACHMENT B)**
- **DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT D)**
- **MINORITY SUB-CONTRACTOR UTILIZATION SUMMARY (ATTACHMENT E, if Applicable)**
- **VENDOR CERTIFICATION FORM (ATTACHMENT F)**
- **SIGNED ADDENDA(S), If Applicable**

### 8.1 POSTING OF BID TABULATION

The Bid Tabulation will be posted at the Department's Bureau of Contracts, Grants and Procurement Management Services, 344 Turlington Building, 325 West Gaines Street, Tallahassee, Florida and on the VIP as specified in **SECTION 3.3 SCHEDULE OF EVENTS**, and will remain posted for a period of seventy-two (72) hours. It is the responsibility of all potential Bidders to monitor the VIP website for any posted information regarding this bid.

### 8.2 PROTEST OF BID TABULATION OR PROCUREMENT TERMS

Any Bidder who is adversely affected by the Department's recommended award or intended decision must file a written "Intent to Protest" with the Department at the address of posting. See **SECTION 4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS** for protest information.

### 8.3 INABILITY TO POST

If the Department is unable to post as defined above, the Department will notify all Bidders by posting a notice on the VIP. The Department will provide written notification via the VIP of any future posting in a timely manner.

### 8.4 AWARD OF THE CONTRACT

Services will be authorized to begin when the Contractor receives a fully executed purchase order or a fully executed contract from the Department's Contract Manager.

\* \* \* \*

**ATTACHMENT 'A'****VENDOR'S BID SHEET**

We propose to provide the commodities/services being solicited within the specifications of **ITB 2026-041**. All work shall be performed in accordance with this ITB, which has been reviewed and understood. The prices below are all inclusive. There shall be no additional costs charged for work performed under this Bid.

**DESCRIPTION****TOTAL COST**

- Remove damaged chilled water evaporator coil in McQuay chilled water make-up air handler
- Provide and install new chilled water evaporator coil in air handler, like for like
- Reconnect all water lines and re-insulate
- Check system for proper operation
- Bid price will include all labor, parts, equipment and associated costs to complete the project
- Project is located at the Residence Hall, 1132 Willis Avenue, Daytona Beach, 32114

\$ \_\_\_\_\_ \*

**\*AWARD MADE BASED ON THIS PRICE****SIGN BELOW. UNSIGNED OFFERS MAY NOT BE CONSIDERED.**

VENDOR NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

AUTHORIZED AGENT (typed): \_\_\_\_\_

AUTHORIZED AGENT (manual): \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**ATTACHMENT 'B'****DISCLOSURE STATEMENT**

(Rev. 07/02)

**PARTNERSHIP OR INDIVIDUAL***I hereby certify that I, if an individual, or each of us, if a partnership, doing business as**(Name of Individual or Partnership)*

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Florida Department of Education exert any influence to secure the appointment of \_\_\_\_\_ under this proposed agreement.

*(Name of Individual or Partnership)*

(1) \_\_\_\_\_

*Signature*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Signature***COMPANY OR CORPORATION**

*I hereby certify that neither I nor any owner, officer, director, or shareholder of \_\_\_\_\_, a*  
*(Name of Corporation (Company))*

\_\_\_\_\_ (2) corporation, licensed to do business in Florida, is presently involved in  
*(Name of State of Inc.)*

or has engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director or Bureau Chief within the Florida Department of Education.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any employee of the Florida Department of Education exert any influence to secure the appointment of \_\_\_\_\_ under this proposed agreement.

*(Company)**(Corporation)*

(3) \_\_\_\_\_

*Signature**Title**(1) If partnership, each partner must sign & execute.**(2) If company is not incorporated, insert "not incorporated" in this space.**(3) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.*

**STATE OF FLORIDA DEPARTMENT OF EDUCATION**  
**CONTRACT STANDARD TERMS AND CONDITIONS**

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
  - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
  - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
  - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
  - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
  - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
  - B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
  - C. 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 Department; and
  - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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 Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**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 THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & [contractcustodian@fldoe.org](mailto:contractcustodian@fldoe.org), Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.**

- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until

- the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contract Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
- B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
- C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
1. a test environment that simulates the production environment as much as is reasonably possible; and
  2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
- D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
- B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).

- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
  - A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
  - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
  - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
  - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
  - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
    - 1. The written source code;
    - 2. The source code files;
    - 3. The executable code;
    - 4. The executable code files;
    - 5. The data dictionary;
    - 6. The data flow diagram;
    - 7. The work flow diagram;
    - 8. The entity relationship diagram; and
    - 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:



- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
- B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
  - A. Monitoring the activities of the Contractor;
  - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
  - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
  - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
  - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
  - A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
  - A. MyFloridaMarketplace Vendor Registration: Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code, unless exempt therefrom.

- B. MyFloridaMarketPlace Transaction Fee: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed a Transaction Fee which the Vendor shall pay to the State, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law unless exempt under Rule 60A-1.032, Florida Administrative Code. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.), and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.
- XLI. In accordance with Executive Order 20-44, each contractor meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds shall provide to the department an annual report in the format required by the department. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt From Income Tax, Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link, [https://www.flgov.com/wp-content/uploads/orders/2020/EO\\_20-44.pdf](https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf)
- XLI. Unless otherwise specifically authorized herein, Contractor shall not convey anything of value, including but not limited to gifts, loans, rewards, favors or services, directly to any agent, employee or representative of the Department, and shall promptly notify the Department in the event that an agent, employee or representative of the Department attempts to solicit the same.
- XLII. In order to be considered in compliance with this contract, Vendor must complete and return Department of Management Services Form PUR 7801, Vendor Certification Form., hereby incorporated by reference. Form PUR 7801 may be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing](http://dms.myflorida.com/business_operations/state_purchasing) under "Documents, Forms, References and Resources".
- XLIII. Department of Management Services, PUR 1000 and PUR 1001 forms are hereby incorporated by reference. Forms PUR 1000 and PUR 1001 may be accessed at [http://dms.myflorida.com/business\\_operations/state\\_purchasing](http://dms.myflorida.com/business_operations/state_purchasing) under "Documents, Forms, References and Resources". In the event of any conflict between Form PUR 1000, PUR 1001, and other instructions provided in this document, the additional instructions in this document shall take precedence over the PUR Forms unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence

*Remainder of page intentionally left blank*

**DRUG-FREE WORKPLACE**

**(will be considered in case of identical tie Bids)**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid Responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid Response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bid Responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business'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 commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer 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 or any state, for a violation occurring in the workplace no later than five (5) 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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Vendor's Signature

**ATTACHMENT 'E'**

**STATE OF FLORIDA DEPARTMENT OF EDUCATION**

**MINORITY SUB CONTRACTORS' UTILIZATION SUMMARY**

The Department's Supplier Diversity initiative strives to ensure the promise of Florida's future is shared by all of its residents, regardless of race, ethnicity, disability, neighborhood or background. To that end, the Department is dedicated to support, track and increase its small, minority-, women-, and service-disabled veteran business enterprise spending with prime contractors and subcontractors. This form was developed to assist in these efforts.

The Prime Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form below. The Prime Contractor shall submit this form with each invoice submitted for payment, when funds have been spent with a small, minority-, women-, and service-disabled veteran business enterprise Subcontractor for the period covered by the invoice. The Office of Supplier Development, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Development can be reached at (850/487-0915); the Internet Web address is

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd) .

PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

| <b>MBE CONTRACTORS</b><br><b>Full Name, Address, Telephone Number</b> | <b>State<br/>Certified</b> | <b>Non-<br/>Certified</b> | <b>Non-<br/>Profit</b> | <b>Dollar<br/>Amount</b> |
|-----------------------------------------------------------------------|----------------------------|---------------------------|------------------------|--------------------------|
|                                                                       |                            |                           |                        |                          |
|                                                                       |                            |                           |                        |                          |
|                                                                       |                            |                           |                        |                          |

Total Amount \$ \_\_\_\_\_

Certified True and Correct by:

Submit Report to:

\_\_\_\_\_  
Prime Contractor

Mr. Winston McGriff  
Bureau of Contracts, Grants and  
Procurement Management Services  
325 West Gaines Street  
344 Turlington Bldg  
Tallahassee, FL 32399-0400

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For additional information, you may call Mr. McGriff at 850/245-0733, or email [winston.mcgriff1@fldoe.org](mailto:winston.mcgriff1@fldoe.org)

**ATTACHMENT 'F'**

**VENDOR CERTIFICATIONS  
(PUR7801)**

I hereby certify the following on behalf of the vendor identified below:

| <b><u>Customer Indicator</u></b><br>(Required, N/A, Determined by Vendor) | <b><u>Vendor Indicator</u></b><br>(Certified, N/A) | <b><u>Certification</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Choose an item.                                                           | Choose an item.                                    | Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <a href="https://www.sbafla.com/governance/global-governance-mandates/">https://www.sbafla.com/governance/global-governance-mandates/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Choose an item.                                                           | Choose an item.                                    | If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at <a href="https://www.sbafla.com/reporting/">https://www.sbafla.com/reporting/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Choose an item.                                                           | Choose an item.                                    | <p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p> |

| <b>Customer Indicator</b><br>(Required, N/A, Determined by Vendor) | <b>Vendor Indicator</b><br>(Certified, N/A) | <b>Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Choose an item.                                                    | Choose an item.                             | If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-15843">http://www.flrules.org/Gateway/reference.asp?No=Ref-15843</a> , and attached it hereto.      |
| Choose an item.                                                    | Choose an item.                             | If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-14614">http://www.flrules.org/Gateway/reference.asp?No=Ref-14614</a> , and attached it hereto. |
| Choose an item.                                                    | Choose an item.                             | The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.                                                                                                                                 |
| Choose an item.                                                    | Choose an item.                             | The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.                                                                                                                                                                                                                            |
| Choose an item.                                                    | Choose an item.                             | If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.                                                                                                          |

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

**[Enter Name of Entity]**

**Authorized Signatory**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

**Blind Services – Daytona Campus – AC Coil Replacement**  
**VENDOR CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES LISTS**

Proposing Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Proposer, I hereby certify that the company identified above in the section entitled "Proposing Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_  
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature Print Name and Title: \_\_\_\_\_

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

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.](#)

<Insert 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 a Controlling 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:



**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM  
(PUR 1808)**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

[Insert Name of Common Carrier or contracted carrier] is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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:

STATE OF FLORIDA

**AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES**

|                                                          |
|----------------------------------------------------------|
| Respondent Vendor Name: _____                            |
| Vendor FEIN: _____                                       |
| Vendor's Authorized Representative Name and Title: _____ |
| Address: _____                                           |
| City: _____ State: _____ Zip Code: _____                 |
| Phone Number: _____                                      |
| Email Address: _____                                     |

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: \_\_\_\_\_  
 AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Blind Services – Daytona Campus – AC Coil Replacement  
BID RESPONSE CHECKLIST****(DOES NOT NEED TO BE RETURNED WITH YOUR BID RESPONSE)**

This Checklist is provided as a **guideline only**, to assist Vendors in the preparation of their Bid Response. Included are some important matters that the Bidder should check. This checklist is just a guideline and is not intended to include all matters required by the ITB. Bidders are responsible for reading and complying with the ITB in its entirety.

Check off each the following:

- \_\_\_\_\_ 1. The Deliverables have been thoroughly reviewed for compliance to the Bid requirements.
- \_\_\_\_\_ 2. The DMS Vendor Information Portal website - [MyFloridaMarket Place Vendor Information Portal](#) has been checked and any Addenda(s) posted have been completed, signed, and included in the Bid Response.
- \_\_\_\_\_ 3. Price(s) bid has been reviewed for accuracy and any price corrections have been made and Bid Sheet has been signed.
- \_\_\_\_\_ 4. The "Transmittal Letter" has been completed on company letterhead, signed, and enclosed in the Bid Response.
- \_\_\_\_\_ 5. The "Disclosure Statement" has been read, completed, and enclosed in the Bid Response.
- \_\_\_\_\_ 6. The "Minority Sub-Contractor Utilization Summary Certification" has been attached, if applicable
- \_\_\_\_\_ 7. Vendor Certification Forms have been completed, signed and enclosed in the Bid Response, as applicable
- \_\_\_\_\_ 8. The following information has been written on the Lower Left-Hand Corner of the Envelope transmitting your Bid Response:

**COMPANY NAME:** \_\_\_\_\_ **[Insert Bidder's Company name]**

**BID NO.:** \_\_\_\_\_ **ITB 2026-041**

**TITLE:** **Blind Services – Daytona Campus – AC Coil Replacement**

**DUE DATE & TIME:** **July 8, 2026 11:00 AM ET**