

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS

SUBMIT PROPOSALS TO: PROCUREMENT OFFICE (MAIL CODE: BKV-4-PRO)
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #4
BROOKSVILLE, FLORIDA 34604-6899

Direct Inquiries to: Brian Bickhardt, Procurement Specialist III
Phone: 352-796-7211, Ext. 4135; FAX: 352-754-3497; E-mail: Brian.Bickhardt@swfwmd.state.fl.us

DATE POSTED:
June 26, 2020 at 8:30 a.m.

PROPOSALS WILL BE OPENED:
**July 28, 2020 at 2:00 p.m. and may not be
withdrawn for 120 days after this date.**

MANDATORY PRE-PROPOSAL CONFERENCE: **July 8, 2020 at 10:00 a.m.** at Brooksville Service Office,
2379 Broad Street, Brooksville FL 34604-6899, Building 4, Governing Board Room.

MANDATORY SITE VISIT: Immediately following the Pre-Proposal Conference.

ORAL PRESENTATIONS: August 26, 2020, if needed

TITLE: RFP 2007 HVAC Equipment Replacement

SPECIFICATIONS: The District hereby solicits proposals for the design, build and replacement of five air handlers, two chilled water pump assemblies, and associated controls for the Southwest Florida Water Management District Headquarters' Building 4 HVAC System.

Respondent Name:

Reason for No-Bid:

Mailing Address:

City-State-Zip:

Telephone Number: () -

FAX Number: () -

Toll-Free Number: () -

Email address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

I, the above signed, as Respondent, hereby declare that I have carefully read this Request for Proposals and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. I agree to be bound by all of the terms and conditions of this Request for Proposals and certify that I am authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.

FORM 15.00 - 015 (05/07)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS 2007
HVAC EQUIPMENT REPLACEMENT

TABLE OF CONTENTS

PART I - GENERAL CONDITIONS

- 1.1 Purpose
- 1.2 Definitions
- 1.3 Development Cost
- 1.4 Internet Availability, Changes, Delays, and Addenda
- 1.5 Mandatory Pre-Proposal Conference
- 1.6 Rules for Proposals
- 1.7 Contingency Fee
- 1.8 Proposal Format
- 1.9 Proposal Opening
- 1.10 Technical Questions
- 1.11 Conflict of Interest
- 1.12 Proposal Withdrawal
- 1.13 Public Availability of Records
- 1.14 Right to Accept or Reject Proposals
- 1.15 Notice of Intended Decision
- 1.16 Protests
- 1.17 Agreement Information
- 1.18 Responsive/Responsible
- 1.19 Indemnification
- 1.20 Withholding Payment
- 1.21 Retainage
- 1.22 Termination Without Cause
- 1.23 Law Compliance
- 1.24 Americans With Disabilities Act (ADA)
- 1.25 Public Entity Crimes
- 1.26 Employment Eligibility Verification
- 1.27 Correspondence
- 1.28 Purchases by Other Public Agencies
- 1.29 Taxes

PART II - INTRODUCTION

- 2.1 General Information
- 2.2 Background Information
- 2.3 Term of Contract
- 2.4 Proposal Calendar
- 2.5 Owner Direct Purchases
- 2.6 Failure to Complete the Work on Time
- 2.7 Contractor's Understanding
- 2.8 Materials, Appliances, Employees
- 2.9 Tools, Plants and Equipment
- 2.10 Materials and Equipment Schedule
- 2.11 Manufactures Name and Approved Equivalents
- 2.12 Standards for Quality Workmanship

PART II – INTRODUCTION (continued)

- 2.13 Inspection of Work
- 2.14 Guarantee
- 2.15 Protection of Work and Property
- 2.16 Construction Access
- 2.17 Bonding
- 2.18 Scrutinized Companies

PART III - NATURE OF SERVICES REQUIRED

- 3.1 Project Description
- 3.2 Codes, Inspections, and Testing
- 3.3 Operation Simulation
- 3.4 Acceptance of Site
- 3.5 Operation and Maintenance Manual
- 3.6 HVAC Equipment and Accessories
- 3.7 Air Handler Units (1,2,3,4 and 5) Minimum Requirements
- 3.8 General Requirements
- 3.9 Qualifications
- 3.10 Scope of Work
- 3.11 Performance Schedule
- 3.12 Progress Schedule and Schedule of Values (Post Award)

PART IV - INSURANCE REQUIREMENTS

- 4.1 Insurance Requirements

PART V - EVALUATION PROCEDURES

- 5.1 Review of Proposals
- 5.2 Evaluation Method and Criteria
- 5.3 Final Selection

ATTACHMENTS

- Attachment 1 Sample Agreement
- Attachment 2 Existing Equipment Schedules
- Attachment 3 Owner Direct Purchase Conditions

EXHIBITS

- Exhibit "A" Special Project Terms and Conditions
- Exhibit "B" Public Entity Crimes Statement
- Exhibit "C" Certification Regarding Drug-Free Workplace Requirements
- Exhibit "D" Sample Forms

PART I - GENERAL CONDITIONS

- 1.1 PURPOSE.** The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, Nature of Services Required, hereinafter referred to as the "Project."
- 1.2 DEFINITIONS.** "Respondent" means any contractor, organization, firm, or other entity submitting a proposal to this RFP. "Sub-Respondent" means any subcontractor providing services to the Respondent that is directly under contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency. "Contractor" means the Respondent selected to complete this Project. The "Engineered Design Specification" refers to the Respondent's District approved specifications from this RFP.
- 1.3 DEVELOPMENT COST.** Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a proposal for this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.
- 1.4 INTERNET AVAILABILITY, CHANGES, DELAYS, AND ADDENDA.** District solicitations, reference documents, addenda and questions and answers (Q&A) are available for review and may be downloaded from the District's website at: <http://www.watermatters.org/procurement> and at: www.demandstar.com. Persons receiving solicitations from these Internet websites are responsible to recheck the website for any addenda or Q&As.

The District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District. All interpretations and supplemental instructions for this RFP will be in the form of written Addenda to the RFP documents. Respondents will acknowledge receipt of all such Addenda in their proposals.

No interpretation of the meaning of the specifications or other RFP documents, or correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting RFP documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risk or obligations or relieve it from fulfilling any and all conditions of this RFP.

- 1.5 MANDATORY PRE-PROPOSAL CONFERENCE.** The District considers the mandatory pre-proposal conference beneficial to understanding proposal requirements and answering questions. Therefore, representation is required at the mandatory conference in order to submit proposals.

Portions of the conference may be recorded; however, minutes will not be produced.

In light of the Covid-19 pandemic, the District asks that you limit the number of representatives at the site visit to help accommodate the request of our Local and Federal Government Officials.

- 1.6 RULES FOR PROPOSALS.** Two or more firms may combine for the purpose of responding to this RFP provided that one (1) is designated as "Prime Respondent." The other firms will be referred to as "Sub-Respondents." The signer of the proposal must declare that any person or entity with any interest in the proposal, as a principal, is identified therein; that the proposal is made without collusion; that the proposal is, in all respects, fair and in good faith; and that the signer of the proposal has full authority to negotiate for and bind the Respondent stated on the Cover Sheet.

- 1.7 CONTINGENCY FEE.** The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award. For breach or violation of this provision, the District will have the right to terminate this award without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 1.8 PROPOSAL FORMAT.** In order to assist the District's review process, proposals should be prepared utilizing the following format. The original hardcopy proposal will be submitted in a three-ring binder, on 8.5" x 11" paper printed on both sides, except for charts, graphs or tables, which may be on 11" x 17" paper printed on one side. All sections are to be tabbed and pages clearly numbered. Text will be single-spaced, 12-point font, except for headers, footers, charts, graphs or tables, which may be 10-point font. All information furnished must be legible. The required electronic copy must be an exact Adobe™ Portable Document Format File (.PDF) copy of the original. Discrepancies between the original and electronic .PDF copy may result in rejection of the proposal in accordance with Paragraph 1.14, Right to Accept or Reject Proposals.
- 1.8.1 Request for Proposals Form** - Respondents must sign and return the Cover Sheet with their proposals.
- 1.8.2 Letter of Transmittal** - This letter should not exceed one (1) page and should briefly state the Respondent's understanding of the work to be done and make a positive commitment to perform the work in a timely fashion. It should also give the names of the individuals who will be authorized to make representations for the organization, and their titles, addresses and telephone numbers. This letter must be signed by an official authorized to negotiate for the Respondent.
- 1.8.3 Organizational Profile and Qualifications** - This section of the proposal should provide:
- 1.8.3.1.** A description of your organization, including location(s), size, range of activities, Project team organization chart, current and projected workloads and any other appropriate information to describe the organization. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field. Respondents must explain: a) their ability to furnish the required services, b) their (and Sub-Respondents') performance history on similar projects, and c) their recent, current and project workload as related to their willingness to meet the Project's timeline and requirements.
 - 1.8.3.2.** Three (3) references from recent projects similar in scope and complexity to this Project within the state of Florida. Include a contact name, address, telephone number, email address, a brief description of the work performed, Respondent's total costs, start and end dates, and list the names and roles of team members on the referenced projects.
 - 1.8.3.3.** Documentation of current Florida Mechanical Contractor and Engineering licenses for Respondent (and Sub-Respondents). Out of state licenses are unacceptable for this solicitation.
 - 1.8.3.4.** Resumes of team members who would implement this Project, including years

of experience, years with the Respondent, relevant software proficiency and significant accomplishments. Respondents should profile their team's qualifications (inclusive of Sub-Respondents), past performance on similar projects, and any relevant education and training.

1.8.4 Qualifications - See Part III, Paragraph 3.9, Qualifications, for details.

1.8.5 Scope of Work - This section of the proposal should explain the Scope of Work as you understand it and detail your approach, time schedule, activities, and work products. Respondents must explain in their proposal their strategies and procedures that they are proposing to use to successfully accomplish the Project in accordance with this RFP.

1.8.6 Oral Presentations - The District may request the highest ranked Respondents to also make an oral presentation of their proposal. These presentations provide an opportunity for the Respondent to clarify the proposal for the District.

The initial rankings of the written proposals are subject to change based on consideration of the oral presentation. The oral presentation by the Respondent's Project Manager and key staff is anticipated to last up to forty-five (45) minutes, including questions and answers.

Pursuant to Section 286.0113, Florida Statutes (F.S.), oral presentations are exempt from Section 286.011 and Section 24(b), Article I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

Any Respondent deciding to appeal any decision made by the District with respect to any matter considered at such meeting, will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

1.9 PROPOSAL OPENING. The proposal opening will be public, on the date and at the time specified on the Cover Sheet. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time to the specified location. Proposals that for any reason are not so delivered will not be considered.

Proposals must be delivered by U.S. mail, postage paid, nationally recognized overnight courier, or personally. The District will not accept electronically transmitted proposals.

Proposals must be identified with the RFP number and "Sealed Proposal - Do Not Open" marked on the sealed package. If proposals are sent via Express Mail, proposals must be placed in a sealed envelope properly identified within the Express Mail package. No responsibility will attach to the District or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified as required.

By submitting a proposal, Respondent agrees to all the terms and conditions of this RFP and those included in the Sample Agreement attached hereto as Attachment 1. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute the Respondent's acknowledgement of all terms and conditions of this RFP and the District will construe the proposal as though no term or condition changes were presented. If a Respondent desires to propose a change to a term or condition of this RFP or Sample Agreement, Respondent must submit its request under the procedure set forth in Paragraph 1.10, Technical Questions of this Part I – General Conditions. The successful Respondent must

submit a Performance, Payment and Guaranty Bond, Certificate of Insurance, Progress Schedule and Schedule of Values to the District prior to execution of the contract. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement. The Contractor will mobilize and commence project work within ten (10) business days from the date indicated on the "Notice to Proceed" from the District.

In light of the Covid-19 pandemic, the District is providing you with a virtual option to join the Bid Opening for RFP 2007 HVAC EQUIPMENT REPLACEMENT. The Bid Opening will begin at 2:00 p.m. on July 28, 2020 and will end upon the conclusion of all responses being opened, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the "**Join Microsoft Teams Meeting**" title below. You may also click on or copy and paste the following URL into your browser:

Join Microsoft Teams Meeting

+1 786-749-6127 United States, Miami (Toll)

Conference ID: 687 361 720#

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjQ3NzIxMDAtMTBmNC00NmM0LThiMDEtMmE3NmE4ZTY3NDgx%40thread.v2/0?context=%7b%22Tid%22%3a%22d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d

- 1.10 TECHNICAL QUESTIONS.** All questions must be presented in writing to Brian.Bickhardt@swfwmd.state.fl.us, the address as stated in Paragraph 1.27, titled "Correspondence," or faxed, followed by a written confirmation, to the Procurement fax number, 352-754-3497, for receipt no later than ten (10) calendar days prior to the proposal opening. Inquiries must reference the date of the proposal opening, and the proposal title and number. Respondents are responsible to check the District's website as specified in Paragraph 1.4 of this Part I – General Conditions, for the District's responses to the questions presented. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.
- 1.11 CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.
- 1.12 PROPOSAL WITHDRAWAL.** Proposals may be withdrawn by written notice signed by the same person who signed the RFP form and received at any time prior to the opening. Proposals may be withdrawn in person by the Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.
- 1.13 PUBLIC AVAILABILITY OF RECORDS.** Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports or other materials given to, prepared or submitted in response to this RFP will be subject to the provisions in Chapter 119, F.S., Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from the public records law must clearly segregate (separate binder and CD preferred) and mark that specific information and provide the specific statutory citation for such exemption (i.e., Section 815.04, F.S.).

The Florida Public Records Act, Section 119.071(1)(b), F.S., as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a notice of intended decision pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. See Attachment 1, Sample Agreement, Paragraph 7, Project Records and Documents, for additional details on the public record requirements.

- 1.14 RIGHT TO ACCEPT OR REJECT PROPOSALS.** Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this RFP but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP. If awarded, no Agreement will be formed between the Respondent and the District until the Agreement is executed by both parties.
- 1.15 NOTICE OF INTENDED DECISION.** The Notice of Intended Decision will be posted for review by interested parties on the District's Internet web site <http://www.watermatters.org/procurement>, at www.demandstar.com and at 2379 Broad Street, Building 4, Lobby, Brooksville, Florida 34604-6899.
- 1.16 PROTESTS.** Any Respondent who protests the specifications, or Notice of Intended Decision, must file with the District a notice of protest and a formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.17 AGREEMENT INFORMATION.** The contents of the proposal of the successful Respondent will be incorporated into a written agreement in terms acceptable to the District at its absolute discretion. A Respondent's failure to accept this condition will result in the cancellation of any award. The Sample Agreement is attached as Attachment 1.
- 1.18 RESPONSIVE/RESPONSIBLE.** In order to be deemed responsive, the Respondent or the Sub-Respondent must possess a Florida Mechanical Contractor and Engineering license at the time of Respondent submittal. At the time of submitting a proposal response, the District requires that the Respondent and its Sub-Respondent(s) be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Proposal responses that fail to list all Sub-Respondents as required in this RFP will be rejected as non-responsive. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the proposal may be rejected as non-responsive. The District reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent and its subcontractors to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the proposal. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record

of any and all proposed subcontractors to ensure acceptability.

- 1.19 INDEMNIFICATION.** See Indemnification provision in Sample Agreement.
- 1.20 WITHHOLDING PAYMENT.** See Subparagraph 4.8 of the Compensation provision in the Sample Agreement.
- 1.21 RETAINAGE.** The District will hold back a retainage of ten percent (10%) of each invoice amount until the Project is fifty percent (50%) complete, thereafter, the District will hold back a retainage of five percent (5%) of each invoice amount. Retainage must be released by the District and the successful Respondent in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S.
- 1.22 TERMINATION WITHOUT CAUSE.** See Termination Without Cause provision in the Sample Agreement.
- 1.23 LAW COMPLIANCE.** The Respondent shall abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this RFP. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this RFP.
- 1.24 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4703; or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).
- 1.25 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Subsection 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. By submitting a proposal to this RFP, the Respondent certifies that it is not on the convicted vendor list. The Respondent further agrees to notify the District if placement on this list occurs.
- 1.26 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Respondent's employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Respondent uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Respondent must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

- 1.27 CORRESPONDENCE.** Unless otherwise notified in writing by the District, correspondence pursuant to this RFP must be sent to the District at the following address:

Procurement Office (BKV-4-PRO), Building 4
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
E-mail: Brian.Bickhardt@swfwmd.state.fl.us

Unless otherwise stated or notified in writing by the Respondent, correspondence pursuant to this RFP will be sent to the Respondent at the address listed on the Cover Sheet.

Proposed Respondents or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this RFP, except in writing to the Procurement Office as provided in this RFP, until the Notice of Intended Decision is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

- 1.28 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the successful Respondent, purchases may be made under this RFP by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.
- 1.29 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Proposal Response must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Respondent in accordance with Florida and federal law.

PART II - INTRODUCTION

- 2.1 GENERAL INFORMATION.** The District hereby solicits proposals for the design, build and replacement of five air handlers, two chilled water pump assemblies, and their associated controls for the Southwest Florida Water Management District Headquarters' Building 4 HVAC System. The air handlers are located in a mechanical penthouse, first floor mechanical rooms, and the pumps are located in a chiller yard on the exterior of the building.

To be considered, **one (1) hardcopy original and one (1) exact electronic Adobe™ Portable Document Format File (.PDF)** of a proposal **must** be received by the District's Procurement Office (BKV-4-PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, by **2:00 p.m., Eastern Time, on Tuesday, July 28, 2020**. All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes.

- 2.2 BACKGROUND INFORMATION.** The District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management;

preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

2.3 TERM OF CONTRACT. The expected term of the Agreement resulting from this RFP will be twelve months from the execution date.

2.4 PROPOSAL CALENDAR. The following is a list of key dates:

Request for Proposals issued by the District June 26, 2020

General and technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) calendar days before the opening date. The District will attempt to answer all submitted questions in a timely manner, but accepts no responsibility for response delays.

Mandatory Pre-Proposal Conference (10:00 a.m.) July 8, 2020

Held at: Southwest Florida Water Management District
Brooksville Headquarters
Building 4, Governing Board Room
2379 Broad Street
Brooksville, Florida 34604-6899

All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

Mandatory Site Visit (immediately following Pre-Proposal Conference) July 8, 2020

Held at: Southwest Florida Water Management District
Brooksville Headquarters
Building 4, Governing Board Room
2379 Broad Street
Brooksville, Florida 34604-6899

All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

Vendors intending to submit a proposal are required to be represented at the MANDATORY Pre-Proposal Conference and the MANDATORY Site Visit. The purpose of this conference is to allow potential Respondents an opportunity to present questions to staff and obtain clarification of the requirements of the proposal documents and to view the Project site. Because the District considers such a conference and site visit to be critical to understanding the proposal requirements, representation at the pre-proposal conference and the site visit is MANDATORY to qualify as a Respondent. Minutes of the conference and site visit will not be created

Due date for Respondents to submit proposals (2:00 p.m.) July 28, 2020

Evaluation Committee Meeting (10:00 a.m.) August 12, 2020

Held at: Southwest Florida Water Management District
Brooksville Headquarters
Building 4, Governing Board Room
2379 Broad Street
Brooksville, Florida 34604-6899

All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

In light of the Covid-19 pandemic, the District is providing you with a virtual option to join the Evaluation Committee Meeting for RFP 2007 HVAC EQUIPMENT REPLACEMENT.

The meeting will begin at 10:00 a.m. on August 12, 2020 and will end upon the conclusion of the discussion, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the “**Join Microsoft Teams Meeting**” title below. You may also click on or copy and paste the following URL into your browser:

Join Microsoft Teams Meeting

+1 786-749-6127 United States, Miami (Toll)

Conference ID: 747 628 9#

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDQxZDAwNmMtZTU2Zi00YjMxLTNmZjltY2RiOTQ3MTJiYWl2%40thead.v2/0?context=%7b%22Tid%22%3a%227d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%22c146a870-640f-4ba8-bfd4-bec250d882b8%22%7d

Oral Presentations, if required

August 26, 2020

Held at: Southwest Florida Water Management District
Brooksville Headquarters
Building 4, Governing Board Room
2379 Broad Street
Brooksville, Florida 34604-6899

All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

Notice of Intended Decision anticipated posting date

September 1, 2020

Agreement execution

As soon as practicable

2.5 OWNER DIRECT PURCHASES. The District reserves the right to directly purchase certain materials, supplies, or goods, personally or to require Contractor to assign some or all of its subcontracts or other agreements with material suppliers, including equipment, directly to District. Any materials purchased by District pursuant to such agreements or assignments will be referred to as "Owner Direct Purchases" (ODP). The responsibilities of both District and Contractor relating to such ODP will be governed by the Owner Direct Purchase Conditions set forth in Attachment 3, which will take precedence over other conditions and terms of the contract documents where inconsistencies or conflicts exist.

2.6 FAILURE TO COMPLETE THE WORK ON TIME. The Respondent will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.6.1 Nothing in this Paragraph will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Respondent to abide by each and every one of the terms contained in the contract documents. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.7 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Respondent has, by careful examination, satisfied himself as to the nature and location of the work, the character,

quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Respondent acknowledges that he has investigated and correlated his observations with the requirements of this RFP and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Respondent further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFP. Any failure by the Respondent to acquaint himself with the available information will not relieve Respondent from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Respondent on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFP. If the Respondent believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Respondent is entitled to rely under this RFP is materially inaccurate; or 2) is of such a nature as to require a change in the contract documents; or 3) differs materially from that shown or indicated in the contract documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract documents; then Respondent shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify District in writing about such condition. Respondent shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.

- 2.8 MATERIALS, APPLIANCES, EMPLOYEES.** Unless otherwise stipulated, the Respondent will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 2.9 TOOLS, PLANTS AND EQUIPMENT.** If at any time before the commencement or during the progress of the work, tools, plants or equipment appear to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Respondent to increase their efficiency, to improve character, to augment its number or substitute new tools, plants or equipment, as the case may be and the Respondent will conform to such order. The failure of the District to demand such increase of efficiency will not relieve the Respondent of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Agreement and to the satisfaction of the District.
- 2.10 MATERIALS AND EQUIPMENT SCHEDULES.** As soon as practicable and before any material or equipment is purchased, the Respondent will submit to the District for approval a complete list of materials and equipment to be incorporated in the work.
- 2.11 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The respondent may offer any brand for which he/she is an authorized representative, which meets or exceeds the specification for any item(s) as determined by the District. If proposals are based on

equivalent products, indicate in the proposal the manufacturer's name and number. Respondent will submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The Respondent will explain in detail the reason(s) the proposed equivalent will meet the specifications and not be considered an exception thereto.

2.12 STANDARDS FOR QUALITY AND WORKMANSHIP. All materials, equipment, and supplies furnished by the Respondent for permanent incorporation in the work will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high-quality job that will operate and function with least maintenance costs.

2.13 INSPECTION OF WORK. The District and its representatives will at all times have access to the work whether it is in preparation or progress, and the Respondent will provide proper facilities for access and for inspection. The Work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision of the District approved specifications from this RFP without written authorization of the District, nor will the presence or absence of an inspector relieve the Respondent from any requirements of the Agreement.

2.13.1 If the Contract Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested, or approved, the Respondent will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then will advise the District of the date fixed for such inspection. Inspections by the District will be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Respondent's expense.

2.13.2 To reduce delays related to inspections and promote a fluid workflow to meet Project milestones, the District will require detailed photos of all sides and connections points of equipment that will be covered up prior to startup of equipment. Examples of items that will require photo document include but are not limited to chilled water piping flanges and welds, and ductwork.

2.14 GUARANTEE. All equipment, materials and installation thereof which are furnished by the Respondent will be guaranteed by the Respondent against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of acceptance thereof by the District or such longer duration if required in the Technical Specifications, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Respondent or by the Surety.

2.15 PROTECTION OF WORK AND PROPERTY. The Respondent will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project work. Respondent will make good any such damage, injury or loss except such as may be directly due to errors in the contract documents or caused by the agents or employees of the District. The Respondent will adequately protect and maintain all passageways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.

2.15.1 At all times, the Respondent will protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Respondent. Damage or interruption to service

resulting from failure to do so will be repaired or restored at the expense of the Respondent.

2.16 CONSTRUCTION ACCESS. The HVAC Equipment Replacement Project is on District property; the Contractor must access the Project site using a District issued ID Badge. The ingress/egress for a portion of the Project involves work that is through the main building and an elevator.

2.17 BONDING.

2.17.1 PERFORMANCE, PAYMENT AND GUARANTY BOND. Prior to the District's execution of the Agreement, a Performance, Payment and Guaranty Bond that conforms with Section 255.05, F.S., will be required of the Contractor. (Sample is attached to this RFB).

2.18.1.1 The Performance, Payment, and Guaranty Bond must be for an amount not less than the total bid price. The bond must remain in full force and effect through the District's final acceptance of the work. The cost of this bond must be included in the total price bid on the Bid Response Form.

2.18.1.2 This Bond must be written through a surety company licensed to do business in the State of Florida that holds a Certificate of Authority as an acceptable surety on federal bonds (Department of Treasury's Listing of Approved Sureties, Department Circular 570).

2.18.1.3 In lieu of providing a Performance, Payment and Guaranty Bond, at the discretion of the District, a bidder may substitute either cash, in the required amount (payable to the District's cashier), a certified or bank cashier's check from a national or state bank made payable to the District in the required amount, or an irrevocable letter of credit in the required amount.

2.18.1.4 If the amount of the agreement increases after award of the Project, the District agrees to pay the Contractor for any bond premium increase it incurs, at the rate of incursion, if such premium is reasonable, as determined by the District in its sole discretion. The District's payment obligation under this section is contingent upon the Contractor providing documentation evidencing said premium increase.

2.18.2 POWER OF ATTORNEY. Bid Bonds and Performance, Payment and Guaranty Bonds signed by an Attorney-in-Fact must be accompanied by a certified copy of such person's Power of Attorney to sign.

2.19 SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this solicitation, the bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the bidder's bid.

PART III - NATURE OF SERVICES REQUIRED

3.1 PROJECT DESCRIPTION.

- 3.1.1 The purpose of this turnkey project is to design and replace five existing Air Handler Units (AHU), two chilled water pump assemblies, and associated controls located in a chiller yard at the Southwest Florida Water Management District Headquarters.
- 3.1.2 The Project will include, at a minimum, removal and new replacement of existing air handlers, controls, chilled water pumps, bladder tank, air separator system, variable frequency drives, insulation, duct work, piping, and isolation.
- 3.1.3 The Contractor shall provide all required piping, vents, fittings, valves, sensors, controls, drives, seals, sealants, and any other ancillary items necessary for the replacement equipment.
- 3.1.4 The Contractor shall provide all electronic and electrical equipment, wiring, misc. supplies as needed to connect air handlers, controls, sensors, and water pumps. The Respondent shall also provide all other HVAC system features required by local, state and federal codes and regulations.
- 3.1.5 The Contractor shall obtain and pay for all required plans, plan reviews, permits, testing, and inspections required at the site, and make available all inspection certifications requested during the progress of work.
- 3.1.6 During all operations, any generated debris shall be contained by the Contractor. At no additional cost, all debris shall be removed from the property and legally disposed of at locations provided by the Contractor. The Contractor shall dispose of materials, equipment, and debris in compliance with all applicable federal, state and local codes and regulations.
- 3.1.7 The Contractor shall perform work in a way not to affect or interrupt the District's daily operations.
- 3.1.8 The Contractor shall at all times, during the progress of work, have on the worksite a District approved superintendent.
- 3.1.9 The Contractor shall provide manufacturers and all other associated labor and material warranties. The Contractor shall provide at a minimum a one (1) year labor warranty, and a one (1) year parts warranty on supplied materials and equipment from the date of acceptance by the District.
- 3.1.10 The Contractor will be required to complete any manufactures warranty information on behalf of the District and meet any required testing or procedures necessary to submit said paperwork in a satisfactory manner.

3.2 CODES, INSPECTIONS, AND TESTING.

- 3.2.1 All work under this Part III shall be performed in strict compliance with all applicable federal, state and local laws, codes, regulations, standards, and the Project specifications.

- 3.2.2 The Contractor shall provide all necessary instruments and special apparatus to conduct any test that may be required to ensure performance criteria is met.
- 3.2.3 Prior to placing the system into service, testing and balancing of water and air system must be performed by a certified Testing, Adjusting, and Balancing Bureau (TABB) third party contractor to verify proper operation of the system within manufactures specifications upon completion of the Project.

3.3 **OPERATION SIMULATION.**

- 3.3.1 Upon completion of the Project, all conditions of operation shall be simulated to demonstrate that all systems operate properly.

3.4 **ACCEPTANCE OF SITE.**

- 3.4.1 The Project will not be accepted until all equipment is operational, final inspection punch list items are completed and the District is provided with a satisfactory test and balance report certifying that the system is balanced and working as designed.

3.5 **OPERATION AND MAINTENANCE MANUAL.**

- 3.5.1 The Contractor shall compile two hard copies and one electronic copy of product data and related information appropriate for operation and maintenance of products and equipment furnished under the Project.

3.6 **HVAC EQUIPMENT AND ACCESSORIES.**

- 3.6.1 Air Handler Units (AHU) shall be Carrier's Custom 39 series units or equivalent that meet the engineered design specifications. AHU systems must have door accesses to filters, coils, and motor compartments. AHU units must be supplied with Variable Frequency Drives (VFD) rated motors.
- 3.6.2 Chilled water control valves similar to Belimo control valves or equivalent. New valves are to be located per engineered design specifications and compatible with Alerton Compass control system.
- 3.6.3 Installation of properly sized Belimo chiller water bypass valve or equivalent shall have controls and sensors compatible with Alerton Compass control system.
- 3.6.4 AHU variable frequency drives shall be replaced with ABB drives or equivalent and integrated with the Alerton control system.
- 3.6.5 Existing controls must be replaced with new Alerton controls and sensors. Alerton programming is required to support new AHUs, valves, and pump systems.
- 3.6.6 Modifications and relocation of fire system devices must be performed and tested for functionality by a National Institute for Certification in Engineering Technologies (NICET) certified technician.
- 3.6.7 Isolation valves are to be replaced with Nibco butterfly valves or equivalent to provide isolation of AHU coils, control valves, pump assemblies. Nibco bronze ball valve or equivalent is to be utilized for isolation of the system air separator system and bladder tank.

- 3.6.8 Install dedicated balance valves for AHU coils as specified by the engineered design specifications.
- 3.6.9 Replacement of existing constant speed chilled water pumps with VFD rated and controlled pumps or equivalent to meet the engineered design specification for AHU and chiller flow requirements.
- 3.6.10 Chilled water pumps VFD shall be controlled by ABB drives or equivalent and integrated with the Alerton control system.
- 3.6.11 The startup of new systems shall be by a factory authorized representative and included as part of this Project for all equipment provided as part of this Project.

3.7 **AIR HANDLER UNITS (1,2,3,4 and 5) MINIMUM REQUIREMENTS.**

- 3.7.1 Maintain a discharge air temperature setpoint range between 52-65 degrees.
- 3.7.2 VFD controlled to maintain a static pressure of 1.2 inches.
- 3.7.3 Maintain CO2 levels below 900 PPM.
- 3.7.4 Maintain occupied hours space temps between 72-75 degrees Fahrenheit.
- 3.7.5 Humidity levels are to meet American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) and Environmental Protection Agency (EPA) standards for commercial office indoor air quality.
- 3.7.6 Maintain unoccupied hours space temps between 55-85 degrees Fahrenheit.
- 3.7.7 AHU-1 area serviced is approximately 10,609 sq. ft.
- 3.7.8 AHU-2 and AHU-3 area serviced is approximately 15,546 sq. ft (per each air handler unit).
- 3.7.9 AHU-4 area serviced is approximately 3,358 sq. ft.
- 3.7.10 AHU-5 area serviced is approximately 2,029 sq. ft.
- 3.7.11 Alerton controls are needed to properly operate and monitor systems.

3.8 **GENERAL REQUIREMENTS.**

- 3.8.1 Proper ingress and egress ("flow") design of air handlers, controls, and chilled water pump assemblies that maximizes the efficiency of heating, ventilation, and air conditioner system.
- 3.8.2 Replace AHU (VFDs) with new ABB drives or equivalent.
- 3.8.3 Furnish and install new controls and sensors compatible with Alerton Compass control system.
- 3.8.4 Furnish and install new bladder tank and air separator system to meet engineered design specifications.

- 3.8.5 Furnish and install dedicated balance valves.
- 3.8.6 Removal and replacement of required insulation to accomplish modifications to the affected HVAC system. Replacement of insulation on new and existing duct work and piping in penthouse and chiller yard with like style and rated insulations.
- 3.8.7 The Respondents shall provide certification that the supplied building automation control work will be seamlessly compatible with the District's current wiring and programming, to ensure that future maintenance of the system will not be hindered by inconsistent wiring or programming.
- 3.8.8 Remove existing Alerton controllers and replace with new Alerton controllers, including, but not limited to, new discharge air sensors, new return air sensors, new thermostats, fan status CT sensors. CSSI is to provide new control drawings upon completion of the Project. All existing controls are to be turned over to the District.
- 3.9 **QUALIFICATIONS.** Respondents must provide the following information to substantiate their qualifications to provide the services set forth in this RFP.
 - 3.9.1 Services must be provided by licensed staff who are licensed to provide services outlined in this RFP in the State of Florida. Names, license numbers and copies of certificates should be included in Respondents' proposals evidencing possession of the required licenses and certificates at time of proposal submittal.
 - 3.9.2 Identify a Project Manager and provide the Project Manager's resume. A Project Manager must have experience and demonstrated success in projects similar in scope and complexity to this Project.
- 3.10 **SCOPE OF WORK.** Respondents must clearly describe their approach, time schedule, activities, work products, and other aspects of how they will complete this Project. To facilitate the review process, all proposals must be formatted as instructed in this RFP.
- 3.11 **PERFORMANCE SCHEDULE.**
 - 3.11.1 All scheduled work shall be performed during a District approved outage and must be fully operational by an agreed upon time on the outage weekend to ensure proper system operation for the upcoming work week. Respondent will be responsible for setting a reasonable scale of work to be performed during each District approved outage and will be required to supply the resources to ensure that the agreed upon completion deadline is met.
 - 3.11.2 Respondent will be required to have a contingency plan in place in case completion deadline is not met to minimize the impact on the District's daily operations.
 - 3.11.3 The District's normal work hours are Monday-Friday, 6:00 am to 6:00 pm. Work on this Project must be performed during off work hours and must not prevent daily operations of the District employees, any cost associated with allowable work hours shall be included in the proposal.
 - 3.11.4 Construction Sequence and Schedule. The Respondent shall prepare a proposed construction sequence schedule to be included in their proposal that will demonstrate that the Project will be pursued in an efficient and timely manner while providing for quality work, materials, test results and safety. The construction sequence and schedule

will be in Gantt chart format. The schedule must include the estimated start and end times (shown as calendar days from mobilization) for the major segments of the Project. It should also include status and kick-off meetings, and other appropriate milestones.

- 3.12 **PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).** The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule, which will be accompanied by a Schedule of Values, will be the primary means of control of the Project, and will be used as the basis of scheduling all work and for determination of contract progress payments. **The Progress Schedule will be submitted to the District for review and approval prior to the execution of the Agreement. The Progress Schedule, once approved by the District, will become part of the Agreement.**

3.12.1 The Progress Schedule will contain a bar chart detailing individual activities of work. The chart schedule will consist of every activity with a duration of five (5) days or more, a value of \$5,000 or more, or any other activity with a critical impact on the job schedule. Shop drawing submittal and review, equipment delivery and all quality or operational testing activities will be included.

3.12.2 The Schedule of Values, which will be satisfactory in form and substance to the District, will subdivide the work into its component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. An unsupported or unreasonable allocation of the contract lump sum price to any one of the activities or work items will be justification for the rejection of the Schedule of Values. The Contractor will not submit an unbalanced Schedule of Values, which provides for overpayment to the Contractor on activities that are to be performed first. The Schedule of Values will be revised and resubmitted until acceptable to the District. The District will not enter into an agreement with the Contractor until the Schedule of Values has been approved in writing by the District. Once the Schedule has been accepted by the District, the Contractor will honor prices contained in the Schedule of Values. The total sum of the individual values of the Schedule of Values for each of the activities will equal the total lump sum contract price.

3.12.3 The District will not pay for equipment or materials stored off site.

PART IV - INSURANCE REQUIREMENTS

- 4.1 **INSURANCE REQUIREMENTS.** See Insurance Requirement provision in the Sample Agreement.

PART V - EVALUATION PROCEDURES

- 5.1 **REVIEW OF PROPOSALS.** Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of three (3) or more representatives of the District. Each representative will score each proposal using the criteria described in Paragraph 5.2 of this Part V – Evaluation Procedures.

- 5.2 **EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

<u>Category</u>	<u>Point Range</u>
<u>Organization Profile and Qualifications</u>	<u>0-15</u>
Ability to furnish the required services / Performance history on similar projects /	
Recent, current and projected workload / Willingness to meet timeline.	

Technical and Management Approach	<u>0-20</u>
Project goals and objectives clearly understood / Quality, creativity and depth of proposal / Commitment of staff and resources / Project management, controls and communications.	
Integrate with Existing System	<u>0-15</u>
Ability to integrate with existing Building automation system and provide building controls and programming to seamlessly match existing architecture of the current system.	
Project Team Qualifications.....	<u>0-30</u>
Ability of professional personnel / Past performance with similar projects / Relevant education and training.	
References	<u>0-5</u>
Respondent has: Positive feedback from references; Quality references from similar past projects; Responsive references that provided adequate feedback on Respondent past performance.	
Cost.....	<u>0-15</u>
Based on a comparison of pricing, the Respondent whose combined proposal pricing is the lowest, meeting or exceeding specifications, will receive the highest possible score. All other proposals will be scored proportionately.	

- 5.3 **FINAL SELECTION.** The Evaluation Committee members will meet at a public meeting to discuss and rank the proposals. At this meeting, the Committee may select a short list of Respondents to provide oral presentations to the Committee, or the Committee may finalize the rankings of the proposals. Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one (1). The individual rankings will be totaled. The successful Respondent will be the Respondent with the lowest total of the combined individual rankings.

In the event of a tie, the raw scores will be totaled, and the successful Respondent will be the Respondent with the highest cumulative raw score.

If the highest ranked Respondents are required to make oral presentations of their proposals, the initial rankings of the written proposals are subject to change based on consideration of the oral presentation. If the Evaluation Committee selects a short list of Respondents to provide oral presentations to the Committee, the Evaluation Committee will meet at a public meeting to finalize the rankings of the proposals.

The remainder of this page intentionally left blank.

ATTACHMENT 1

**SAMPLE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
HVAC EQUIPMENT REPLACEMENT**

This AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CONTRACTOR FIRM, a foreign, limited liability company, registered to do business in the State of Florida, whose principal address is _____, operating locally from _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to provide service for the HVAC Equipment Replacement in Hernando County at the District's Headquarters Location in Brooksville, Florida, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONTRACTOR represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the DISTRICT; and

WHEREAS, the DISTRICT and the CONTRACTOR have agreed on the type and extent of the SERVICES to be rendered by the CONTRACTOR and the amount and method of compensation to be paid by the DISTRICT to the CONTRACTOR for services rendered.

NOW THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONTRACTOR will perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT.
2. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: _____

Project Manager for the CONTRACTOR: _____

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 2.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing,

explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Project Manager is not authorized to approve any time extension which shall result in an increased cost to the DISTRICT or exceed the expiration date set forth in Paragraph 5, Contract Period.

3. SCOPE OF WORK. The CONTRACTOR, upon written notice to proceed from the DISTRICT, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the PROJECT, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the DISTRICT'S Request For Proposal #1916 ("RFP") including all Addenda, and the CONTRACTOR'S response to the RFP, which are both incorporated herein by reference, and Exhibit "B", CONTRACTOR'S Progress Schedule. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work Paragraph and associated costs, except as provided in Subparagraphs 3.1 and 3.3 herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.
 - 3.1 The DISTRICT and CONTRACTOR hereby recognize the specialized subcontractor expertise of (name subcontractors), as part of the PROJECT team. Both parties further agree that any changes to the PROJECT team requires prior written approval from the DISTRICT. Such approval must be in writing, explain the reason for the change and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager.
 - 3.2 No acceptance or approval by the DISTRICT of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the DISTRICT to reject defective work or shall create any DISTRICT liability for the acts or omissions of these individuals or entities.
 - 3.3 Change Orders may be issued by the DISTRICT Project Manager for additional work on an as needed basis for ancillary PROJECT services. The CONTRACTOR will provide a cost estimate and performance schedule for completing the Change Order. Upon approval of the cost estimate and performance schedule, the DISTRICT Project Manager will issue the CONTRACTOR a notice to proceed with the Change Order. The parties agree that payment for any such ancillary PROJECT services is budgeted as contingency and is not to exceed the contingency amount established by the DISTRICT. Prior to issuing a Change Order under this provision the DISTRICT Project Manager must document the reason for the Change Order and obtain written approval from all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority
 - 3.4 In addition to the work set forth in Paragraph 3, Scope of Work, the CONTRACTOR shall perform the following:
 - 3.4.1 The CONTRACTOR shall secure at its own expense, all personnel, facilities and equipment required to perform the work necessary to complete the PROJECT.
 - 3.4.2 The CONTRACTOR shall maintain adequate and competent staff licensed and operating within the State of Florida.

3.4.3 The CONTRACTOR shall comply with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of this Agreement and during the time of performance of the PROJECT.

3.4.4 The CONTRACTOR shall at all times, keep the DISTRICT advised as to the status of the PROJECT including but not limited to the progress on individual tasks within the Scope of Work. The DISTRICT and its authorized representatives shall have the right to visit any work site and the office of the CONTRACTOR at any reasonable time for purposes of inspection.

4. COMPENSATION. For satisfactory completion of the PROJECT, the DISTRICT will pay the CONTRACTOR the sum of _____ Dollars (\$____). Except as provided below, the DISTRICT will have no obligation beyond this amount. The DISTRICT has also budgeted ____ Dollars (\$_) in contingency funds for ancillary work that may be required, for a total Project Budget of __ Dollars (\$_). Payment will be made to the CONTRACTOR on a Fixed Price basis in accordance with the Schedule of Values set forth in Exhibit "C" and individual Change Orders issued to the CONTRACTOR. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in subparagraph 4.1. Invoices will be submitted monthly by the CONTRACTOR to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Project Manager in order to expedite the review process.

4.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.

4.2 All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONTRACTOR'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) DISTRICT'S Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the Progress Schedule; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the DISTRICT'S dispute resolution procedure.

4.3 If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the CONTRACTOR in writing that the invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the DISTRICT.

- 4.4 In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONTRACTOR will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONTRACTOR will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONTRACTOR'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5 By October 5th of each year of the Agreement, the CONTRACTOR must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6 Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- "I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the HVAC EQUIPMENT REPLACEMENT agreement between the Southwest Florida Water Management District and _____ (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."
- 4.7 The DISTRICT will hold back a retainage of ten percent (10%) of each invoice amount until the PROJECT is fifty percent (50%) complete, thereafter, the DISTRICT will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond, utility charges and plant maintenance. Retainage will be released by the DISTRICT and the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the DISTRICT'S release of final payment, the CONTRACTOR must provide the DISTRICT with a properly executed Affidavit stating that the CONTRACTOR has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in Exhibit "D."
- 4.8 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any contract with the DISTRICT. The DISTRICT reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the DISTRICT'S Project Manager

5. CONTRACT PERIOD. This Agreement will be effective upon execution by all parties and will remain in effect through _____, 202_, unless terminated, pursuant to Paragraph 12 or 13 below, or Paragraph 11 of Exhibit "A," or as amended in writing by the parties.
6. PROJECT RECORDS AND DOCUMENTS.
- 6.1 The CONTRACTOR, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR will maintain all such records and documents for at least five (5) years following completion of this Agreement. If this Agreement identifies federal or state funding, or environmental data is collected in accordance with the Reports Paragraph, records and documents must be maintained for at least five (5) years following completion of the work.
- 6.2 Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. to the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT in order to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT 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 by law; (3) 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 term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
- 6.3 Pursuant to Subsection 119.071(3)(b), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the DISTRICT are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. The CONTRACTOR agrees to include the above provision in all agreements with subcontractors that are related to the CONTRACTOR'S performance under this Agreement, and to which the provisions of Chapter 119, F.S., also apply.

- 6.4 **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 PUBLIC RECORDS CUSTODIAN by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contract information will be provided to the CONTRACTOR in writing.

- 6.5 This paragraph shall survive the expiration or termination of this Agreement.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT.
8. REPORTS. The CONTRACTOR will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT.
9. STANDARD OF PERFORMANCE. The CONTRACTOR shall perform and complete all assigned PROJECT tasks in a timely manner in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The DISTRICT shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the work called for hereunder, or the character, quality, amount, or value thereof. The decision of the DISTRICT upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.
10. INDEMNIFICATION. The CONTRACTOR agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.
11. INSURANCE REQUIREMENT. The CONTRACTOR must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing

evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

- 11.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per occurrence.....\$1,000,000

- 11.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person.....\$100,000

Bodily Injury Liability per Occurrence.....\$300,000

Property Damage Liability\$100,000

or

Combined Single Limit.....\$500,000

- 11.3 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.

- 11.4 The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If the CONTRACTOR does not carry workers' compensation coverage, the CONTRACTOR must submit to the DISTRICT both an affidavit stating that the CONTRACTOR meets the requirements of an independent CONTRACTOR as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.

- 11.5 The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

- 11.6 The CONTRACTOR must obtain certificates of insurance from any sub-contractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the sub-contractor by the CONTRACTOR'S insurance policies.

12. **BONDING REQUIREMENTS.** Prior to the effective date of this Agreement, the CONTRACTOR, at its sole expense, will provide the DISTRICT with a Performance, Payment and Guarantee Bond in the amount of _____ dollars (\$_____) (Note: including the contingency amount) as security for the performance of all the CONTRACTOR'S obligations under this Agreement pursuant to the terms and conditions of Section 255.05, F.S. The bond must be in a form and with sureties that are acceptable to the DISTRICT and must provide that it will remain in full force and effect during the entire term of this Agreement, plus one (1) year from the date of acceptance of the PROJECT by the DISTRICT. The CONTRACTOR agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms of this Agreement which become apparent prior to the expiration of the bond. If the DISTRICT determines that any part of the PROJECT is defective and requires repair or replacement during the lifetime of the bond, the DISTRICT will notify the CONTRACTOR of the defect in writing. If the CONTRACTOR refuses or neglects to repair, replace or otherwise correct the defect within ten (10) days from the date of receipt of such notice, the DISTRICT has the option to have the work performed or furnished by others and the cost will be paid by the CONTRACTOR or its surety.

Any increase in the Agreement amount will require the CONTRACTOR to automatically increase the Performance, Payment and Guarantee Bond to equal the revised amount of the Agreement. The CONTRACTOR must provide the DISTRICT with evidence of same prior to commencing the additional work.

13. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the DISTRICT up to the date of termination, on a pro-rated basis and which are within the Scope of Work set forth in Paragraph 3 and are allowed under this Agreement. This paragraph shall survive the termination or expiration of this Agreement.
14. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT. In addition to the above, the DISTRICT may terminate this Agreement in accordance with Paragraph 11 of Exhibit "A."
15. RELEASE OF INFORMATION. The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.
16. ASSIGNMENT. Except as otherwise provided in this Agreement, CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.
17. LAW COMPLIANCE. The CONTRACTOR will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
18. EMPLOYMENT ELIGIBILITY VERIFICATION. The CONTRACTOR must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of the CONTRACTOR employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONTRACTOR uses sub-contractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the CONTRACTOR must include the requirements of this provision (appropriately modified for

identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

19. VENUE AND APPLICABLE LAW. All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.
20. REMEDIES. Unless specifically waived by the DISTRICT, the CONTRACTOR'S failure to timely comply with any obligation in this Agreement shall be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the CONTRACTOR. Additionally, the DISTRICT shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR. This paragraph shall survive the termination or expiration of this Agreement.
21. ATTORNEY FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This paragraph does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This paragraph shall survive the expiration or termination of this Agreement.
22. DRUG-FREE WORKPLACE. Prior to the commencement of any work by the CONTRACTOR pursuant to the terms of this Agreement, the CONTRACTOR must provide the DISTRICT with written certification that it has implemented a drug-free workplace program in accordance with Subsection 440.102(15), F.S., and provide the DISTRICT with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), F.S., also apply.
23. SUBCONTRACTORS. The CONTRACTOR shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants or other persons employed by the CONTRACTOR. The CONTRACTOR shall cause all subcontractors, consultants or other persons employed by the CONTRACTOR to abide by the terms and conditions of this Agreement and all applicable law as their work or services affect the DISTRICT. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the CONTRACTOR.
24. DISADVANTAGED BUSINESS ENTERPRISES. The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.

25. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
26. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the CONTRACTOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the CONTRACTOR'S bid/proposal.

27. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.
28. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
29. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
30. DOCUMENTS. The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A," then to the DISTRICT'S RFP #2007, then to Exhibit "C," then to CONTRACTOR'S response to RFP #2007, then to Exhibit "B," and then to Exhibit "D".

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" Progress Schedule
Exhibit "C" Schedule of Values
Exhibit "D" Sample Forms
RFP #2007 – HVAC EQUIPMENT REPLACEMENT
CONTRACTOR'S Response to #RFP 2007

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
HVAC EQUIPMENT REPLACEMENT

Exhibit "A"
SPECIAL PROJECT TERMS AND CONDITIONS

1. The CONTRACTOR, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the PROJECT.
2. During construction of the PROJECT the CONTRACTOR will keep a competent superintendent on the PROJECT site who is authorized to represent the CONTRACTOR in CONTRACTOR'S absence. The CONTRACTOR will maintain an office, off site, staffed by an employee of the CONTRACTOR, who has the ability to reach the CONTRACTOR in case of emergency during regular DISTRICT business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the CONTRACTOR will restore all disturbed areas to their original condition.
4. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are NOT PERMITTED at the PROJECT site. This includes bow and arrow.
6. Two Notices to Proceed will be issued by the DISTRICT which are as follows:
 - 6.1 Notice to Proceed with Design. This notice pertains to DISTRICT and CONTRACTOR meetings and all other tasks necessary to prepare for mobilization and commencement of construction.
 - 6.2 Notice to Proceed with Construction. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
 - 6.3 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed with Construction, will be the responsibility of the CONTRACTOR. Claims by the CONTRACTOR for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the DISTRICT. The CONTRACTOR'S sole remedy is an extension of time to complete the PROJECT to account for any such delay.
7. The CONTRACTOR is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The CONTRACTOR and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.
 - 7.1 The DISTRICT'S Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the CONTRACTOR fails to comply with health and safety standards or requirements, the DISTRICT'S Project Manager may issue an order stopping all or any part of the work. Claims by the CONTRACTOR for additional

compensation related to a stop work order will not be considered or accepted by the DISTRICT. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the CONTRACTOR.

7.2 The CONTRACTOR must: i) immediately report to the DISTRICT'S Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to DISTRICT property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.

7.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.

8. The CONTRACTOR will at all times protect its work from damage and will protect the DISTRICT'S property against injury or loss arising in connection with this PROJECT. The CONTRACTOR will correct any such damage, injury or loss except such as may be directly due to errors caused by the employees of the DISTRICT. The CONTRACTOR will protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by any public authority or local conditions. The CONTRACTOR will, at all times, protect public and privately-owned property in and around the PROJECT site, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from the CONTRACTOR'S failure to provide such protection will be promptly repaired or restored at the sole expense of the CONTRACTOR.

9. Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the DISTRICT'S Project Manager, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the CONTRACTOR is not grounds for initiation of a Change Order and the CONTRACTOR agrees to remedy such flaws at its own expense.

The DISTRICT may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly. When requested by the DISTRICT'S Project Manager, the CONTRACTOR will submit a cost and performance proposal for changes in the work within 15 workdays after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be adjusted at the time of ordering such change. In giving instructions, the DISTRICT'S Project Manager will have authority to make minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work.

10. If the CONTRACTOR is delayed at any time, in the progress of the work by an act of neglect of the DISTRICT, its employees, agents or consultants, or by changes ordered by the DISTRICT or by strikes, lock-outs, fire, unavoidable casualties or any other causes beyond the CONTRACTOR'S control, then the time of completion will be extended for such reasonable time as the DISTRICT'S Project Manager may decide. This is the CONTRACTOR'S sole remedy for the delays set forth in this paragraph.

11. If the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if

CONTRACTOR should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the DISTRICT'S Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the DISTRICT, upon certification by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.

12. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, or if the DISTRICT fails to pay the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S., then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.
13. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT, will promptly remove any part or all of his equipment and supplies from the project site. If the CONTRACTOR fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.
14. The DISTRICT will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the CONTRACTOR may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the DISTRICT'S Project Manager.
15. The CONTRACTOR is as fully responsible to the DISTRICT for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as CONTRACTOR is for the acts and omissions or persons directly employed by CONTRACTOR. Prior to commencing work, the CONTRACTOR will provide the DISTRICT with a photocopy of its General or Excavation and Underground Utilities Contractor's license and photocopies of licenses for all of its subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the DISTRICT.
16. The CONTRACTOR and the DISTRICT will develop a single list of items required to render the services purchased by the DISTRICT under this Agreement, complete, satisfactory, and acceptable to the DISTRICT within 30 calendar days after reaching substantial completion (or beneficial occupancy or use) (of each building, structure, or phase of the project, etc., if multiple phases) according to the following process. CONTRACTOR will contact the DISTRICT'S Project Manager to schedule a joint inspection of the project to occur after reaching substantial completion (or beneficial occupancy or use of the property.) The CONTRACTOR will provide the DISTRICT with a proposed list of items to be completed and the completion date for each item, within 7 calendar days from the date of inspection. Within 7 calendar days of receipt of the proposed list, the DISTRICT will either approve or revise the list to comply with the terms of

this Agreement. If CONTRACTOR disputes any item, CONTRACTOR must provide supporting documentation for the disputed item within 7 days of receipt of the revised list. The DISTRICT will review CONTRACTOR'S supporting documentation and, in its sole discretion, make a final determination regarding the list of items required to render the services complete as set forth in this paragraph.

16.1 All items that require correction under this Agreement and that are identified after the preparation and delivery of the list remain the obligation of the CONTRACTOR. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CONTRACTOR to complete all the services purchased pursuant to this Agreement.

16.2 If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to this Agreement, the DISTRICT will continue to withhold 150 percent of the total costs to complete such items.

17. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

The remainder of this page left blank intentionally.

ATTACHMENT 2

EQUIPMENT SCHEDULES BUILDING 4 AIR HANDLING UNIT SCHEDULE

CENTRAL STATION AIR HANDLING UNIT SCHEDULE					
MARK	AHU-1	AHU-2	AHU-3	AHU-4	AHU-5
FAN SECTION					
AIR QUANTITY TOTAL (CFM)	12,200	16,000	19,000	3200	7855
AIR QUANTITY O. A. (CFM)	1,500	1,500	2,000	1255	860
MAX. EXTERNAL S. P. (IN. WTR)	1.2	1.59	1.55	1.37	1.2
MAX. OUTLET VELOCITY (FPM)	2000	2,000	2000	2000	2000
FAN SPEED (RPM)	775	623	562	1258	903
MOTOR SIZE (HP)	10	15	15	5	5
VOLTAGE /PHASE/HZ	460/3/60	460/3/60	460/3/60	460/3/60	460/3/60
COOLING					
TOTAL CAPACITY (BTU/HR)	378,700	475,900	602,500	167,122	293,500
SENSIBLE CAPACITY (BTU/HR)	307,900	403,382	490,200	105,626	193,500
ENT. AIR TEMP. (DB/WB DEG. F)	81.3/67.4	81.0/66.9	81.4/67.4	85.9/70.9	79.7/68.4
MAX. FACE VELOCITY (FPM)	489.1	493.3	522.8	409.5	477.3
MAX. AIR FRICTION (IN. WTR)	.55	.59	.64	.87	.82
WATER QUANTITY (GPM)	78.8	98.5	124.9	39.6	58.6
ENT. WTR. TEMP. / LV WTR. TEMP (F)	45/55	45/55	45/55	45/55	45/55
PRESSURE DROP (FT. WTR)	6.7	5.7	9.7	4.3	8.3
HEATING					
TOTAL CAPACITY (BTU/HR)	—	—	—	—	—
ENT. AIR TEMP. (F)	—	—	—	—	—
MAX. FACE VELOCITY (FPM)	—	—	—	—	—
MAX. AIR FRICTION (IN. WTR)	—	—	—	—	—
KW	—	—	—	—	—
STAGES	—	—	—	—	—
VOLTAGE /PHASE/HZ	—	—	—	—	—
FILTERS					
GROSS AREA (SQ. FT.)	39.0	47.2	60.0	15.0	26.7
NO. & SIZE	6-16x20x2	15-16x20x2	12-16x20x2	3-16x20x2	12-16x20x2
NO. & SIZE					
AREA SERVED	1ST FLOOR	2ND FLOOR	3RD FLOOR	BOARDROOM	DINING AREA
NOTES:					

BUILDING 4 AIR COOLED CHILLER SCHEDULE

AIR COOLED CHILLER SCHEDULE		
ITEM NO.	-	CH-1
CAPACITY	TONS	163.3
CHILLED WATER FLOW	GPM	392
CHILLED WATER PRESSURE DROP	FT. WTR.	8.7
CHILLED WATER TEMPERATURE ENT/LVG	F/F	55/45
AMBIENT AIR	FDB	95
REFRIGERANT TYPE	-	R-22
NO. OF COMPRESSORS	-	6
NO. OF CONDENSER FANS	-	12
UNIT MIN. EER	BTUH/WATT	9.7
ELECTRICAL	V/Ø/HZ	460/3/60
UNIT POWER	FLA/LRA	306/1518
OPERATING WEIGHT	LBS.	14,100
UNIT LOCATION	-	YARD
MANUFACTURER	-	—
MODEL NO.	-	—
NOTES	-	

BUILDING 4 PUMP SCHEDULE

PUMP SCHEDULE			
ITEM NO.	-	P-1	P-2
SERVICE	-	CHILLED WATER	CHILLED WATER
TYPE	-	CENTRIFUGAL	CENTRIFUGAL
WATER FLOW	GPM	400	400
TOTAL DYNAMIC HEAD	FT. WTR.	80	80
MOTOR	HP	15	15
SPEED	RPM	1750	1750
EFFICIENCY	%	76	76
MOTOR TYPE	-	T.E.F.C.	T.E.F.C.
BASE TYPE	-	BASE MOUNTED	BASE MOUNTED
IMPELLER DIA.	IN.	10 1/2	10 1/2
SUCTION DIA.	IN.	4	4
DISCHARGE DIA.	IN.	3	3
ELECTRICAL	V/Ø/HZ	460/3/60	460/3/60
WEIGHT	LBS.	—	—
LOCATION	-	YARD	YARD
MANUFACTURER	-	—	—
MODEL	-	—	—
NOTES			

ATTACHMENT 3

OWNER DIRECT PURCHASE CONDITIONS

1. The District reserves the right to directly purchase certain materials, supplies, or goods, personally or to require Contractor to assign some or all of its subcontracts or other agreements with material suppliers, including equipment, directly to District. Any materials purchased by District pursuant to such agreements or assignments will be referred to as "Owner Direct Purchases" (ODP). The responsibilities of both District and Contractor relating to such ODP will be governed by the terms and conditions of these Owner Direct Purchase Conditions, which will take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.
2. Material suppliers must be selected by the Contractor after obtaining at least three (3) quotes. Supply contracts must be awarded by the Contractor to the supplier whose quote is most advantageous to the District, price and other factors considered.

The Construction Manager must include the price for all construction materials in its Guaranteed Maximum Price (GMP), including all Florida State sales and other taxes normally applicable to such material and equipment. The District may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. District-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

3. The Contractor must provide District a list of all intended suppliers, vendors, and materialmen for consideration of ODP. This list must be submitted at the same time as the preliminary schedule of values and the project Critical Path Method (CPM) schedule. The Contractor must submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from District, and in a timely manner, Contractor will prepare purchasing requisition requests, in form and detail acceptable to District, which specifically identify the materials which District may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form must include:
 - 4.1 the name, address, telephone number and contact person for the material supplier,
 - 4.2 manufacturer or brand, model or specification number of the item,
 - 4.3 quantity needed as estimated by Contractor,
 - 4.4 the price quoted by the supplier for the materials identified therein,
 - 4.5 any sales tax associated with such quote,
 - 4.6 delivery dates as established by Contractor,
 - 4.7 any reduction in Contractor's cost for both the Payment Bond and the Performance Bond,
 - 4.8 shipping, handling and insurance costs,
 - 4.9 detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal,
 - 4.10 special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the District.

5. The Contractor must include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.
6. After receipt of the Purchasing Requisition Request Form, District will prepare a Purchase Order for all items of material, which District chooses to purchase directly. The Purchase Order will be sent to the vendor with a copy sent to the Contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Contractor, excluding any sales tax associated with such price. Promptly upon receipt of each Purchase Order copy, Contractor will implement its review and tracking procedures for the purchase of the items. The Purchasing Manager will be the approving authority for the District on Purchase Orders in conjunction with ODP. The Purchase Order will require the delivery of the ODP on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form.
7. In conjunction with the execution of the Purchase Orders by the suppliers, Contractor will execute and deliver to District one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the District elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to District, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Contractor for the warranty enforcement obligation the Contractor's overhead and profit associated with ODP will not be deducted from the contract. The District's Project Manager shall be the approving authority for the District on deductive Change Orders in conjunction with ODP.
8. The Contractor will be fully responsible for all matters relating to the procurement of materials furnished by District in accordance with these Owner Direct Purchase Conditions including, but not limited to assuring the correct materials and quantities are ordered and received, placing orders in a timely manner, coordinating purchases with vendors, and coordinating delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor agrees to indemnify and hold harmless the District from any and all claims, regardless of nature, resulting in nonpayment to material suppliers and arising from the actions or omissions of the Contractor. This provision will survive the expiration or termination of this Agreement.
9. The Contractor is responsible for unloading, handling and storing materials until installed. As ODP are delivered to the jobsite, the Contractor must visually inspect all shipments from the suppliers, sign off on the receiving reports and accept the materials delivered. The Contractor must assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the District may require. The Contractor will then forward the receiving report to the District's Project Manager to match up with the invoice for payment.
10. The Contractor must ensure that ODP conform to the Specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of

lading. If the Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Contractor must not utilize such nonconforming or defective materials in the Work and instead must promptly notify the District of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor will be responsible for all damages to District resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

11. The Contractor will maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Contractor will account monthly to the District for any ODP delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the work.
12. The Contractor will be responsible for obtaining, managing and enforcing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls will be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items will be warranted by the Contractor as part of the Contractor's warranty. The Contractor agrees and understands that it will undertake all warranty enforcement and other related duties of the District for its Owner Direct Purchase equipment and materials. To that end, the Contractor expressly agrees it will make no distinction in discharging such warranty duties between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Contractor.
13. Notwithstanding the transfer of ODP by the District to the Contractor's possession, the District will retain legal and equitable title to any and all ODP. The Contractor will have the duty to safeguard, store and protect the materials while in its possession until returned to the District as set forth herein.
14. The transfer of possession of ODP from the District to the Contractor will constitute a bailment for the mutual benefit of the District and the Contractor. The District will be considered the bailor and the Contractor the bailee of the ODP. ODP will be considered returned to the District for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
15. The Contractor must purchase and maintain builders' risk and/or installation floater, all risk, insurance based on the completed value of project. Contractor must provide equipment breakdown coverage including cold and hot testing of all equipment. The Contractor must name the Southwest Florida Water Management District as additional insured on its policy. Such insurance will cover the full value of any ODP not yet incorporated into the Project during the period between the time the District first takes title to any of such ODP and the time when the last of such is incorporated into the Project or consumed in the process of completing the Project. The cost of such insurance will be included in the GMP.
16. The District will not be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the

delivery of, or defects in, ODP. Contractor's sole or exclusive remedy will be an extension of the contract time for such reasonable time as determined by the District's Project Manager.

17. Contractor will be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the District's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.
18. In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation is required by the District. Upon receipt of the appropriate documentation, the District will prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Contractor agrees to assist the District in immediately obtaining a partial or final release of waivers as appropriate.
19. Upon completion of the project, Contractor will be provided with a deductive Change Order for the costs incurred by District to provide all ODP, not covered by previous change orders. Salvage materials will be stored or removed from the site at the District's direction, or may be turned over to the Contractor by the District for salvage or disposal at the Contractor's option.

The remainder of this page intentionally left blank.

EXHIBIT "B"

**PUBLIC ENTITY CRIMES STATEMENT
FOR
HVAC EQUIPMENT REPLACEMENT**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, ill any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

CONTRACTOR: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202__
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

EXHIBIT "C"
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
HVAC EQUIPMENT REPLACEMENT

Respondent certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Respondent's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The Respondent's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the proposal, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Respondent may insert in the space provided below the site(s) for the performance of work done in connection with this specific proposal:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____

Signature of Authorized Representative Date

EXHIBIT "D"

SAMPLE FORMS

**PERFORMANCE, PAYMENT AND GUARANTY BOND
FOR
HVAC EQUIPMENT REPLACEMENT**

State of _____

Bond No. _____

County of _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ as Principal, whose principal business address and telephone number are _____, hereinafter referred to as "Principal," and _____ as Surety, a corporation duly existing and organized under the laws of the State of _____ having its home office in the City of _____ and licensed to do business in the State of Florida, whose current business address and telephone number are listed as _____, hereinafter referred to as "Surety," are held and firmly bound unto the Southwest Florida Water Management District, as Owner, whose address is 2379 Broad Street (U.S. 41 South), Brooksville, Florida, 34604-6899, and whose telephone number is (352) 796-7211, hereinafter referred to as the "District," in the sum of _____ Dollars (\$_____), as may be increased through contract modifications, for the payment of which the Principal and Surety bind themselves, their respective heirs, administrators, executors, personal representatives, successors and assigns jointly and severally.

WHEREAS the Principal entered into Agreement No. _____ with the District, for the _____ Project located in the County of _____, Florida and said Agreement includes all Agreement designs, specifications, plans, drawings, modifications, additions, deletions, and instruments attached together and made a part of said Agreement, hereinafter referred to as the "Agreement," pursuant to which the Principal is to furnish, at its own cost and expense, all necessary services, labor, materials and equipment necessary to completely perform, in a thorough and workmanlike manner, all work contemplated under said Agreement and in accordance with the terms of said Agreement, to (description of project improvements and address of project; owner's name and address if not District).

NOW, THEREFORE, the conditions of this obligation are such that if the Principal:

- (i) performs all the terms and conditions of the aforementioned Agreement which is made a part of this Bond by reference, and fulfills, in all respects, all obligations there under at the times and in the manner prescribed in the Agreement, including the warranty provisions thereof;
- (ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of the work provided for in the Agreement;
- (iii) pays the District all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, incurred by the District as a result of any act, omission or default, including patent and copyright infringements, on the part of the Principal in connection with the performance of the Agreement;

(iv) performs the guarantee of all work and materials furnished under the Agreement and for the time specified in the Agreement; and,

(v) is not placed on the Convicted Vendor List or the Discriminatory Vendor List under Sections 287.133 and 287.134(2)(a), Florida Statutes, during the performance of the Agreement,

then this obligation shall be void, otherwise it remains in full force.

THE SURETY hereby agrees that any addition, deletion, alteration or modification of the Agreement, any extension of time for performance under the Agreement, any increase in price, and any other change in the Agreement, or any change in the terms and conditions of the Agreement, shall not in any way affect the obligations of the Surety on this Bond, and the Surety hereby expressly consents to, and waives notice of, any and all such change.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

(i) Each and every person, natural and artificial, for whose benefits this Bond has been executed, as disclosed by the text of this Bond and of the Agreement shall have the same several rights of suit or action upon this Bond, as if he or they were the District herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons and of the District; provided that the notice requirements and time limitations of Section 255.05, Florida Statutes, as amended, are met;

(ii) In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as part of the costs and expense of such suit;

(iii) In case of annulment or default of the Agreement by the Principal, there shall be assessed against the Principal and Surety herein, all expenses including legal services, incidental to collecting losses to the District under this Bond; and

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), F.S.

The effective date of this Performance, Payment and Guaranty Bond shall be concurrent with the effective date of the above referenced Agreement between the Principal and the District.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative pursuant to authority of its governing body or other legally binding authority.

ATTEST:

(Corporate Seal)

(Print Name of Principal)

Secretary as to Principal

BY:_____

Title:

As authorized agent for Principal

ATTEST:

(Corporate Seal)

(Print Name of Surety)

Secretary as to Surety

BY:_____

Authorized Agent for Surety

Note: Surety must provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

If the Principal or Surety is a Corporation, the appropriate corporate seal must be affixed and a Certificate of Corporate Principal attached.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

Before me, the Undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) have been paid in accordance with the provisions of the Local Government Prompt Payment Act and that all taxes imposed by Chapter 212 Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by

in connection with the construction of _____

have been paid in full or is recited as unpaid herein.

WITNESSES:

Signed _____

By _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ Day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

FINAL RELEASE OF LIEN

KNOWN TO ALL MEN BY THE PRESENTS, that _____

for and in consideration of the sum of _____ (\$_____)

by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is hereby acknowledged, except the sum of _____ representing the

total unpaid balance under the Contract, do hereby release and quitclaim to said District, and the Owner, its successors or assigned, all liens, lien right, claims or demands of any kind whatsoever which

_____ now has or might have against the property, building, and improvements, on account of labor performed, material furnished, or for any incidental expense for the construction

of _____

Thereon or in otherwise improving said property situation as above described.

IN WITNESS WHEREOF, I, _____ have hereunto set my hand and seal, this _____ day of _____, 202__.

WITNESS:

OFFICER:

_____ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

PROJECT: HVAC EQUIPMENT REPLACEMENT

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: HVAC EQUIPMENT REPLACEMENT

CONTRACT DATE: _____

CONTRACTOR: _____

_____ SURETY COMPANY, on bond of

(here insert name and address of Contractor)

The CONTRACT, hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

(here insert name and address of Owner)

OWNER, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

_____ the Surety

Company has hereunto set its hand this _____ day of _____, 202__.

Surety Company

Attest: _____
Signature of Authorized Representative

Seal: _____
Title

**CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT
FOR
HVAC EQUIPMENT REPLACEMENT**

On behalf of _____, I certify that this company/facility is not
(Name of Business)
on the EPA *Excluded Parties List System* concerning the Clean Air Act or the Clean Water Act. I further certify:

- 1) that we will not use any facility on the *Excluded Parties List System* in the performance of any nonexempt contract, grant or loan for the duration of time that the facility remains on the List.
- 2) that we will notify the DISTRICT if a facility we intend to use in the performance of the contract, grant, or loan is on the *Excluded Parties List System* or we know that it has been recommended to be placed on the *Excluded Parties List System*.
- 3) that in the performance of the contract, grant or loan, we will comply with all requirements of the CAA and the CWA, including the requirements of section 114 of the CAA and section 308 of the CWA, and all applicable clean air standards and clean water standards, See Federal Acquisition Regulations, 2 CFR 180; 2 CFR 1532, Subpart J, 48 CFR Part 9, Subpart 9.4.

Name of Authorized Representative

Date

**BID BOND
FOR
HVAC EQUIPMENT REPLACEMENT**

State of Florida

Know all men by these presents, that, _____ as Principal and _____, as Surety, are held and firmly bound unto the Southwest Florida Water Management District (District) in the sum of _____ Dollars (\$_____) (five percent (5%) of the amount bid) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is that the principal has submitted the attached Bid, dated _____ for the _____.

NOW, THEREFORE, if the principal shall not withdraw said Bid within ninety (90) days after date of opening thereof, and shall within ten (10) days from the date of Notice of Intended Award enter into a written contract with the District, in accordance with the term and conditions of the District's RFP and the Respondent's Bid, with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the District, and surety shall immediately pay the District upon demand the above sum as liquidated damages for the failure of said principal.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, A.D., 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____	_____ (SEAL)
(Witness)	(Individual Principal)

_____	_____
Business Address	City/State/Zip Code

_____	_____ (SEAL)
(Witness)	(Individual Principal)

_____	_____
Business Address	City/State/Zip Code

(Corporate Principal or Company Name)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

_____	BY: _____ (SEAL)
Secretary	Signature of Authorized Company Official

(Title)

(Corporate Surety)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

_____	BY: _____
	(Signature of Surety Official, Title)