



RON DESANTIS
GOVERNOR

MARY C. MAYHEW
SECRETARY

8/13/2019

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITB 002-19/20

Title: MOVING SERVICES

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to select a vendor to provide Moving Services. The solicitation package consists of this transmittal letter and the following attachments and exhibits:

Attachment	A	Instructions and Special Conditions
Exhibit	A-1	Questions Template
Exhibit	A-2	Transmittal Letter
Exhibit	A-3	Required Certifications and Statements
Exhibit	A-4	Cost Proposal
Exhibit	A-5	Certification of Drug-Free Workplace Program
Exhibit	A-6	AHCA Purchase Order Terms and Conditions
Attachment	B	Scope of Services
Exhibit	B-1	Deliverables

Your response must comply fully with the instructions that stipulate what is to be included in the response. Respondents shall identify the solicitation number, date and time of opening on the package transmitting their response. This information is used only to put the Agency mailroom on notice that the package received is a response to an Agency solicitation and therefore should not be opened, but delivered directly to the Procurement Officer.

The designated Agency Procurement Officer for this solicitation is the undersigned. All communications from respondents shall be made in writing and directed to my attention at the address provided in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer unless otherwise instructed in this solicitation.

The term “Proposal”, “Response” or “Reply” may be used interchangeably and mean the respondent’s submission to this solicitation.

Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Florida Administrative Code require that a Notice of Protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Sincerely,

Emilly Leffler

Emilly Leffler, Purchasing Administrator
Bureau of Support Services



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A.1. Instructions

A. Overview

1. Solicitation Number

AHCA ITB 002-19/20

2. Solicitation Type

Invitation to Bid

3. Solicitation Title

Moving Services

4. Date of Issuance

August 13, 2019

5. Procurement Officer

Emilly Leffler
 Agency for Health Care Administration
 2727 Mahan Drive
 Mail Stop #15
 Tallahassee, FL 32308-5403
 Email: solicitation.questions@ahca.myflorida.com

6. Solicitation Timeline

The projected solicitation timeline is shown in **Table 1**, Solicitation Timeline, below (all times are Eastern Time). The Agency for Health Care Administration (Agency) reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) ([http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu)).

TABLE 1

SOLICITATION TIMELINE

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	August 13, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs www.main menu
Deadline for Receipt of Written Questions	August 16, 2019 2:00 p.m.	solicitation.questions@ahca.myflorida.com

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TABLE 1		
SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
Anticipated Date for Agency Responses to Written Questions	August 21, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Responses	August 27, 2019 2:00 p.m.	Emily Leffler Agency for Health Care Administration Mailroom Building 2, 1 st Floor, Suite 1500 2727 Mahan Drive Tallahassee, FL 32308-5403
Public Opening of Responses	August 27, 2019 2:30 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	August 30, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu

7. PUR 1000, General Contract Conditions

PUR 1000, General Contract Conditions, is incorporated by reference and is available for prospective respondents to download at:

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

8. PUR 1001, General Instructions to Respondents

PUR 1001, General Instructions to Respondents, is incorporated by reference and is available for prospective respondents to download at:

https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

Unless otherwise noted, instructions in this **Attachment A** shall take precedence over the **PUR 1001**, General Instructions to Respondents.

9. Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the Agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. **Violation of this provision may be grounds for rejecting a response. See Section 287.057(23), Florida Statutes (F.S.).**

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10. Respondent Questions

- a. The Agency will receive all questions pertaining to this solicitation no later than the date and time specified for written questions in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- b. Prospective respondents must submit all questions by email at solicitation.questions@ahca.myflorida.com, utilizing **Exhibit A-1**, Questions Template. **Exhibit A-1**, Questions Template, is a Microsoft excel document and is available for prospective respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.
- c. The Agency will not accept questions by telephone, postal mail, hand delivery or fax.
- d. The Agency's response to questions received will be posted as an addendum to this solicitation as specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and may be grouped as to not repeat the same answer multiple times.
- e. The Agency reserves the right to post an addendum to this solicitation in order to address questions received after the written question submission deadline. It is the sole discretion of the Agency to consider questions received after the written questions submission deadline.

11. Solicitation Addenda

If the Agency finds it necessary to supplement, modify, or interpret any portion of this solicitation during this solicitation period, a written addendum will be posted on the VBS as addenda to this solicitation. **It is the respondent's responsibility to check the VBS periodically for any information or updates to this solicitation. The Agency bears no responsibility for any resulting impacts associated with a prospective respondent's failure to obtain the information made available through the VBS.**

12. Public Opening of Responses

Responses shall be opened on the date, time and at the location indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline. Respondents may, but are not required to, attend. The Agency will only announce the respondent(s) name at the public opening. Pursuant to Section 119.071(1)(b), F.S., no other materials will be released. Any person requiring a special accommodation because of a disability should contact

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the Procurement Officer at least five (5) business days prior to this solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Type and Amount of Contract Contemplated

- a.** The Contract resulting from this solicitation will be a fixed rate unit cost contract.
- b.** The awarded Respondent shall be paid in arrears for hours worked providing moving services as outlined in **Attachment B**, Scope of Services.
- c.** The State of Florida's performance and obligation to pay under the Contract resulting from this solicitation is contingent upon an annual appropriation by the Legislature.

14. Term of Contract

- a.** The anticipated term of the resulting Contract is September 1, 2019, through June 30, 2020. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.
- b.** In accordance with Section 287.057(13), F.S., the Contract resulting from this solicitation may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.
- c.** If the resulting Contract is renewed, it is the Agency's policy to reduce the overall payment amount by the Agency to the successful respondent by at least five percent (5%) during the period of the Contract renewal, unless it would affect the level and quality of services.

B. Response Preparation and Content

1. General Instructions

- a.** The instructions for this solicitation have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted in variance with these instructions may not be reviewed or evaluated.

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- b. The Agency has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this solicitation, indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency’s sole discretion, the deficient response is not in substantial accord with this solicitation’s requirements, provides a significant advantage to one respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the Agency. Material deviations cannot be waived. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable features will not in and of itself cause rejection of a response.
- c. Respondents shall not retype and/or modify required forms and must submit required forms in the original format. Required forms are available for respondents to download at:

<http://ahca.myflorida.com/procurements/index.shtml>.
- d. A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.
- e. The costs related to the development and submission of a response to this solicitation is the full responsibility of the respondent and is not chargeable to the Agency.
- f. Joint ventures and legal partnerships shall be viewed as one (1) respondent. However, all parties to the joint venture/legal partnership shall submit all mandatory attachments and documentation required by this solicitation from respondents, unless otherwise stated. **Failure to submit all required documentation from all parties included in a joint venture/legal partnership, signed by an authorized official, if applicable, may result in the rejection of a prospective vendor’s response.**
- g. Pursuant to Section 287.133(2)(a), 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 consultant under a contract

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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 thirty-six (36) months following the date of being placed on the convicted Vendor list.

2. Mandatory Response Content

The respondent shall include the documents listed in this Item with the submission of the Original Response. Violation of this provision may result in the rejection of a response.

a. Exhibit A-2, Transmittal Letter

The respondent shall complete and submit **Exhibit A-2**, Transmittal Letter, as part of its response in accordance with the instructions contained therein.

b. Exhibit A-3, Required Certifications and Statements

The respondent shall complete and submit **Exhibit A-3**, Required Certifications and Statements, as part of its response in accordance with the instructions contained therein.

f. Exhibit A-4, Cost Proposal

The respondent shall complete and submit **Exhibit A-4**, Cost Proposal, as part of its response in accordance with the instructions contained therein.

3. Additional Response Content

Exhibit A-5, Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S. provides that, where identical tie Proposals are received, preference shall be given to a Proposal received from a respondent that certifies it has implemented a drug-free workplace program. If applicable, the respondent shall sign and submit Exhibit A-5, Certification of Drug-Free Workplace Program, to certify that the respondent has a drug-free workplace program.

C. Response Submission Requirements

1. Hardcopy and Electronic Submission Requirements

a. General Provision

Electronic submissions via MyFloridaMarketPlace will not be accepted for this solicitation.

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b. Hardcopies of the Response

1) Original Response

The respondent shall submit **one (1) Original Response**. The Original Response shall be marked as the “Original” and contain the Transmittal Letter (**Exhibit A-2**) that bears the original signature of the binding authority. The box that contains the Original Response shall be marked “**Contains Original**”. All forms requiring signature shall bear an original signature with the original response.

2) Packaging and Delivery

- a) Hard copy responses shall be bound individually and submitted in up to one (1), 3-inch, three-ring binder or secured in a similar fashion to contain pages that turn easily for review.
- b) Each component of the hard copy response shall be clearly labeled and tabbed in the order specified below:
 - (1) **Exhibit A-2**, Transmittal Letter;
 - (2) **Exhibit A-3**, Required Certifications and Statements;
 - (3) **Exhibit A-4**, Cost Proposal; and
 - (4) **Exhibit A-5**, Certification of Drug-Free Workplace Program (if applicable).
- c) Hard copy responses shall be double sided.
- d) Hard copy responses must be submitted in a sealed package (i.e., outer boxes must be sealed, individual binders within the box do not require individual sealing), to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 5.**, Procurement Officer, no later than the time indicated in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline.
- e) Hard copy responses shall be submitted via United States (U.S.) mail, courier, or hand delivery. Responses sent by fax or email will not be accepted.
- f) The Agency will not consider responses received after the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline,

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and any such responses will be returned to the respondent unopened.

c. **Electronic Copy of the Response**

- 1) The respondent shall submit one (1) electronic copy of the entire response on a USB flash drive.
- 2) The electronic copy of the response, including all attachments, shall be submitted as Portable Document Format (PDF) documents. The PDF documents must be searchable, allow printing and must not be password protected (unlocked).
- 3) The electronic copy of the PDF documents shall be saved on the USB flash drive, with each component listed below saved separately in individual file folders:
 - (a) **Exhibit A-2**, Transmittal Letter;
 - (b) **Exhibit A-3**, Required Certifications and Statements;
 - (c) **Exhibit A-4**, Cost Proposal; and
 - (d) **Exhibit A-5**, Certification of Drug-Free Workplace Program (if applicable).
- 4) In addition to the PDF submission, the following exhibit shall also be submitted in Microsoft Excel 2016 (or later), utilizing the Agency provided template and shall be saved on the USB flash drive:

Exhibit A-4, Cost Proposal

5) **Electronic Redacted Copies**

- (a) The respondent shall submit an electronic redacted copy of the response suitable for release to the public in one (1) PDF document on the USB flash drive. The electronic copy shall be saved in a separate file folder on the USB flash drive from the rest of the response. The file folder shall be identified as "Redacted Version Suitable for Public Release".
- (b) The PDF document must be searchable, allow printing, and must not be password protected (unlocked).
- (c) Any confidential or trade secret information covered under Section 812.081, F.S., should be redacted as

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described below. The redacted response shall be marked as the “redacted” copy.

2. Confidential or Exempt Information

- a. All submittals received by the date and time specified in **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, become the property of the State of Florida and are public records subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in relation to this solicitation. Selection or rejection of the response shall not affect this right.

- b. A respondent that asserts that any portion of the response is confidential or exempt from disclosure under Chapter 119, Florida Statutes., shall clearly mark each page of such portion as follows:
 - 1) Pages containing trade secret shall be marked “Trade secret as defined in Section 812.081, Florida Statutes”. Respondents who fail to identify trade secret as directed herein acknowledge and agree that they waive any right or cause of action, civil or criminal, against the Agency, its employees, and its representatives, for the release or disclosure of trade secret information not so identified. Respondents shall not mark their entire response as trade secret. The Agency may reject a response that is so marked.

 - 2) Pages that do not contain trade secret but are otherwise exempt or confidential shall be marked “exempt” or “confidential,” followed by the statutory basis for such claim. For example: “The information on this page is exempt from disclosure pursuant to Section 119.071(3)(b), Florida Statutes.”

 - 3) Failure to identify and mark such portions as directed above shall constitute a waiver of any claimed exemption and the Agency will provide any unmarked records in response to public records requests for those records without notifying the respondent. Designating material simply as “proprietary” will not necessarily protect it from disclosure under Chapter 119, Florida Statutes.

- c. All information included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this solicitation that contains material for which the respondent holds a copyright shall

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constitute permission for the Agency to reproduce and disclose such material for the Agency's internal use, and to make such material available for inspection pursuant to a public records request.

- d.** If a public records request is submitted to the Agency for responses submitted to this solicitation, the respondent agrees that the Agency may release the redacted response without conducting any pre-release review of the redacted response.

- e.** Unless otherwise prohibited by law, the Agency will notify the respondent if a requestor contests the respondent's determination that information is confidential or exempt and asserts a right to the information under Chapter 119, F.S. or other law. The respondent bears sole responsibility for supporting and defending its determination. If an action is brought against the Agency in any appropriate judicial forum contesting the respondent's determination of confidentiality or the redactions made by the respondent to its response, the respondent agrees that the Agency has no duty to defend against such claims and may elect not to do so, and may elect to release an un-redacted version of the response. By submitting a response, the respondent agrees to protect, defend, hold harmless and indemnify the Agency for any and all claims arising from or relating to the respondent's determinations of confidentiality or redaction, including the payment of any attorneys' fees or costs assessed against the Agency.

D. Response Evaluation and Contract Award

1. Response Clarification

The Agency reserves the right to seek written clarification from a respondent of any information contained in the response or to request missing items from a response. However, it is a respondent's obligation to submit an adequately written reply for the Agency to evaluate.

2. Responsive Reply Determination

A "responsive reply" means a reply submitted by a **responsive and responsible vendor**, which conforms in all material aspects to the solicitation [Section 287.012(26), F.S.]. A "responsible vendor" means a vendor who has the capacity in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance [287.012(25), F.S.]. The Procurement Officer may rely on any facts available to make a determination at any time prior to award as to whether a vendor is a responsible vendor. The Agency reserves the right to contact sources outside the reply to obtain information regarding past performance or other matters relevant to responsibility.

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3. Non-Scored Requirements

a. Transmittal (Cover) Letter

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-2**, Transmittal Letter, from each required party.

b. Required Certifications and Statements

The Agency will review responses to this solicitation to determine if the respondent included in its response, **Exhibit A-3**, Required Certifications and Statements.

4. Basis for Award

The Agency will award to the responsible and responsive respondent that submits the lowest Average Price in accordance with **Exhibit A-4**, Cost Proposal.

5. Number of Awards

The Agency anticipates the issuance of one (1) contract as a result of this solicitation for all services included within the Scope of Services. The Agency, at its sole discretion, shall make this determination.

6. Posting of Notice of Intent to Award

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 6.**, Solicitation Timeline, **Table 1**, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Any respondent desiring to protest the recommended Contract award must file a notice of protest to the Procurement Officer identified in **Section A.1.**, Instructions, **Sub-Section A. Overview, Item 5.**, Procurement Officer, and any formal protest with the Agency for Health Care Administration, Agency Clerk, 2727 Mahan Drive, Mail Stop 3, Building 3, Room 3407C, Tallahassee, Florida 32308, within the time prescribed in Section 120.57(3) F.S. and Rule 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

7. Contract Execution

a. The Agency will not consider modifications proposed by the respondent to **Exhibit A-6**, AHCA Purchase Order Terms and Conditions.

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- b. This solicitation, including all its addenda, the Agency's written response to written questions, and the successful respondent's response, shall be incorporated by reference in the final Contract document.
- c. The successful respondent shall perform its contracted duties in accordance with the resulting Contract, this solicitation, including all addenda, and the successful respondent's response to this solicitation. In the event of conflict among resulting contract documents, any identified inconsistency in the resulting Contract shall be resolved by giving precedence in the following order:

 - 1) The resulting Contract, including all attachments, exhibits and any subsequent amendments;
 - 2) This solicitation, including all addenda; and
 - 3) The successful respondent's response to this solicitation.
- d. The successful respondent shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.
- e. The Agency reserves the right to amend the resulting Contract within the scope set forth in this solicitation (to include the original Contract and all attachments) in order to clarify requirements.

A.2 Special Terms and Conditions

A. Venue

- 1. By responding to this solicitation, in the event of any legal challenges to this procurement, respondents agree and will consent that hearings and depositions for any administrative or other litigation related to this procurement shall be held in Leon County, Florida. The Agency, in its sole discretion, may waive this venue for depositions.
- 2. Respondents (and their successors, including but not limited to their parent(s), affiliates, subsidiaries, subcontractors, assigns, heirs, administrators, representatives and trustees) acknowledge that this solicitation (including but not limited to the resulting Contract, exhibits, attachments, or amendments) is not a rule nor subject to rulemaking under Chapter 120 (or its successor) of the Florida Statutes and is not subject to challenge as a rule or non-rule policy under any provision of Chapter 120, F.S.
- 3. The Contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting Contract shall be

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interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting Contract.

4. The exclusive venue and jurisdiction for any action in law or in equity to adjudicate rights or obligations arising pursuant to or out of this procurement for which there is no administrative remedy shall be the Second Judicial Circuit Court in and for Leon County, Florida, or, on appeal, the First District Court of Appeal (and, if applicable, the Florida Supreme Court). Any administrative hearings hereon or in connection herewith shall be held in Leon County, Florida.

B. General Definitions

AHCA or AGENCY – State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

BUSINESS DAY – Also called Work Day. A day scheduled for regular State of Florida employees to work; Monday through Friday except holidays observed by regular State of Florida employees. Timeframes in this solicitation requiring completion within a number of business days shall mean by 5:00 P.M. Eastern Standard Time on the last work day.

CALENDAR DAY – A twenty-four (24) hour period between midnight and midnight, regardless of whether or not it occurs on a weekend or holiday.

CALENDAR YEAR – A twelve (12) month period of time beginning on January 1 and ending on December 31.

CAN – Used to express non-mandatory provisions; words denote the permissive.

CONTRACT – The written, signed agreement resulting from, and inclusion of, this solicitation, any subsequent amendments thereto and the respondent's Proposal.

CONTRACT MANAGER – The Agency individual responsible for safeguarding state and federal funds, deriving maximum return from those funds, and monitoring Vendor compliance with applicable laws and contract terms.

DAY – Calendar day, unless specified as a business day.

EST - Eastern Standard Time

FISCAL YEAR (FY) – The period used to calculate an annual budget or financial statements for a year. The State of Florida fiscal year is the twelve (12) month period beginning July 1 and ending June 30.

HIPAA (THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996) – A Federal law that includes requirements to protect patient

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privacy, to protect security of electronic medical records, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify providers.

RECIPIENT - A person who has been determined to be eligible for Medicaid assistance in accordance with the State plan(s) under Title XIV and Title XIX of the Social Security Act, Title V of the Refugee Education Assistance Act, and/or Title IV of the immigration and Nationality Act.

STATE – State of Florida.

SUBCONTRACT – An agreement entered into for provision of services on behalf of the successful respondent as related to this solicitation.

SUBCONTRACTOR – Any entity contracting with the successful respondent to perform the services or to fulfill any of the requirements requested in this solicitation or any entity that is a subsidiary of the successful respondent that performs the services or fulfills the requirements requested in this solicitation.

WORK DAY – see *Business Day*.

VENDOR – the respondent awarded a contract resulting from this solicitation.

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EXHIBIT A-2 TRANSMITTAL LETTER

All respondents to this solicitation shall utilize **Exhibit A-2**, Transmittal Letter, for submission of its response. **Exhibit A-2** is available for respondents to download at:
<http://ahca.myflorida.com/procurements/index.shtml>.

DATE: Click or tap to enter a date.

RESPONDENT NAME:

RESPONDENT ADDRESS:

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID):

The respondent shall provide an official contact and an alternate contact. Both the official contact person and the alternate contact person must have the authority to bind the respondent to a contract. Both person's signatures must be included.

OFFICIAL CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

ALTERNATE CONTACT PERSON:

NAME:

TITLE:

ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____

Failure to submit, Exhibit A-2, Transmittal Letter, signed by authorized officials who each have the authority to bind the respondent to a contract, may result in the rejection of response.

EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS

RESPONDENT NAME: _____

1. ACCEPTANCE OF SOLICITATION REQUIREMENTS

I hereby certify that I understand and agree that my organization has read all requirements and Agency specifications provided in this solicitation, accepts said requirements, and that this response is made in accordance with the provisions of such requirements and specifications. By my written signature below, I guarantee and certify that all items included in this response shall meet or exceed any and all such requirements and Agency specifications. I further agree, if awarded a contract resulting from this solicitation, to deliver services that meet or exceed the requirements and specifications provided in this solicitation.

AND

2. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I hereby certify that in responding to this solicitation, should my organization be awarded a contract resulting from this solicitation, it agrees to accept and comply with all terms and conditions as specified in this solicitation and in the Agency Purchase Order Terms and Conditions.

AND

3. RELEASE OF REDACTED RESPONSE

I hereby authorize release of the redacted version of the response required by **Attachment A**, Instructions and Special Conditions, **Section A.1**, Overview, **Sub-Section C.**, Response Submission Requirements, **Item 1.**, Hardcopy and Electronic Submission Requirements, **Sub-Item c.**, Electronic Copy of the Response, **Sub-Item 5**), Electronic Redacted Copies of this solicitation in the event the Agency receives a public records request.

AND

4. STATEMENT OF NO INVOLVEMENT

I hereby certify that neither my organization nor any person with an interest in the organization had any prior involvement in performing a feasibility study of the implementation of the subject Contract, in drafting of this solicitation or in developing the subject program.

AND

5. PROHIBITION OF GRATUITIES

I hereby certify that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, Florida Statutes (F.S.). I understand that any contract issued as a result of this solicitation may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS

AND

6. NON-COLLUSION CERTIFICATION

I hereby certify that all persons, companies, or parties interested in the response as principals are named therein, that the response is made without collusion with any other person, persons, organization, or parties submitting a response; that it is in all respects made in good faith; and as the signer of the response, I have full authority to legally bind the respondent to the provisions of this solicitation.

AND

7. PERFORMANCE OF SERVICES

I hereby certify my organization shall make a documented good faith effort to ensure all services, provided directly or indirectly under the Contract resulting from this solicitation, will be performed within the State of Florida.

AND

8. PERFORMANCE OF SERVICES

I hereby certify my organization shall ensure all services, provided under the Contract resulting from this solicitation, will be performed within the borders of the United States and its territories and protectorates.

AND

9. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

The standards on organizational conflicts of interest in Chapter 48, Code of Federal Regulations (CFR) and Section 287.057(17), F.S. apply to this solicitation. A respondent with an actual or potential organizational conflict of interest shall disclose the conflict. If the respondent believes the conflict of interest can be mitigated, neutralized or avoided, the respondent shall include with its response a Conflict of Interest Mitigation Plan. The plan shall, at a minimum:

- a) Identify any relationship, financial interest or other activity which may create an actual or potential organizational conflict of interest.
- b) Describe the actions the respondent intends to take to mitigate, neutralize, or avoid the identified organizational conflicts of interest.
- c) Identify the official within the respondent's organization responsible for making conflict of interest determinations.

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine respondent responsibility, as defined in Section 287.012(25), F.S. The Agency reserves the right to request additional information from the respondent or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS

Pursuant to the aforementioned requirements, I hereby certify that, to the best of my knowledge, my organization (including its subcontractors, subsidiaries and partners):

Please check the applicable paragraph below:

- Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation.

- Has included information in its response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined above.

AND

10. RESPONDENT ATTESTATION REGARDING SCRUTINIZED COMPANIES LIST

Pursuant to Section 287.135, F.S. I certify that:

- a)** If the resulting Contract reaches or exceeds **\$1,000,000.00**, my organization has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria; and

- b)** For the resulting Contract in any amount, it has not been placed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel.

The respondent agrees that the Agency may immediately terminate the resulting Contract if the respondent is found to have submitted a false certification or is placed on the lists defined in Sections 215.473 or 215.4725, F.S., or engages in a boycott of Israel, during the term of the resulting Contract.

AND

11. JOINT VENTURE OR PARTNERSHIPS

This response if made as a joint venture or partnership. The members of the joint venture or partnership are listed below.

**EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS**

AND

12. NAMES OF OPERATION

I hereby certify the following is a list of all names under which my organization has operated during the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance.

AND

13. CERTIFICATION REGARDING TERMINATED CONTRACTS

I hereby certify that my organization (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the Contract with a State or the Federal government and has not had a contract terminated by a State or the Federal government for cause, prior to the end of the Contract, within the past five (5) years from the date of solicitation issuance, as specified in **Attachment A**, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 4.**, Date of Issuance, other than those listed on **Page 5** of this Exhibit.

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**EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS**

AND

14. LIST OF TERMINATED CONTRACTS

List the terminated Contracts in chronological order and provide a brief description (half-page or less) of the reason(s) for the termination. Additional pages may be submitted; however, no more than five (5) additional pages should be submitted in total.

The Agency is not responsible for confirming the accuracy of the information provided.

The Agency reserves the right within its sole discretion, to determine the respondent to be an irresponsible bidder based on any or all of the listed Contracts and therefore may reject the response.

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

Respondent Name:

Client's Name:

Term of Terminated Contract:

Description of Services:

Brief Summary of Reason(s) for Contract Termination:

**EXHIBIT A-3
REQUIRED CERTIFICATIONS AND STATEMENTS**

Signature below indicates the respondent's full acknowledgement of; understanding of; and agreement with all of the certifications and statements identified above in Items 1 through 14 as written and without caveat.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Failure to submit, Exhibit A-3, Required Certifications and Statements, signed by an authorized official may result in the rejection of response.

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EXHIBIT A-4 COST PROPOSAL

Item No.	Description	Price	Unit
1.	Two (2) Movers, and One (1) truck with lift gate	\$ _____	One (1) Hour
2.	Three (3) Movers, and One (1) Truck with lift gate	\$ _____	One (1) Hour
3.	Additional Mover(s)	\$ _____	One (1) Hour
4.	Additional Packing Crates with a minimum of ten (10) Skates	\$ _____	Per Fifty (50) Crates

Total Price for Items 1 through 4: \$ _____

Average Price for Items 1 through 4: \$ _____
(Total Price divided by 4)

Renewals:

Unit Rates for Renewals will be at the same terms and conditions as the initial Contract term.

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

Note:

The Agency will not agree to caveats in the proposed prices within Exhibit A-4, Cost Proposal. Responses which include caveat language for pricing will be viewed as a conditional response and the Agency may reject the response at its sole discretion.

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EXHIBIT A-5
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondent Name

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official Title

EXHIBIT A-6 AHCA PURCHASE ORDER TERMS AND CONDITIONS

In addition to the [Terms and Conditions issued by the Department of Management Services \(DMS\)](#) on purchase orders issued via MyFloridaMarketPlace, the following terms and conditions also apply to this transaction.

- A.** The vendor is an independent contractor for all purposes hereof and shall not be considered an employee or agent of the Agency.
- B.** The vendor's receipt of this purchase order and failure to reject the order by notice to the Agency in writing within five (5) days constitutes acceptance of the order by the vendor. The terms of this order may not be modified by the vendor.
- C.** Price(s) specified on the purchase order are all inclusive; no added fees, including travel expenses, are allowed.
- D. Background Screening**
 - 1. The Vendor shall ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, Florida Statutes (F.S.) completed with results prior to employment.
 - 2. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. If the Vendor is not authorized under the law to conduct a level 2 background screening, then completion of a level 1 background screening as defined in Section 435.03, F.S., is acceptable.
 - 3. If the Vendor employee or managing employee was employed prior to the execution of the resulting Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2 background screening is completed with results prior to the employee accessing Medicaid recipient or provider PII, PHI, or financial information.
 - 4. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 USC 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under the resulting purchase order by the Vendor unless an exemption is granted.
 - 5. Direct access is defined as having, or expected to have, duties that involve access to personally identifiable information, protected health information, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.

EXHIBIT A-6
AHCA PURCHASE ORDER TERMS AND CONDITIONS

6. The Vendor shall keep a record of all background screening records to be available for Agency review upon request.

E. Public Records

The Vendor shall comply with Section 119.0701, F.S., if applicable, and all other applicable parts of the Florida Public Records Act, as follows:

1. The Vendor shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under the resulting Contract;
2. The Vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law;
3. The Vendor shall upon request from the appropriate Agency custodian of public records, provide the Agency 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 in Section 119.07, F.S., or as otherwise provided by law;
4. The Vendor shall 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 resulting Contract term and following completion of the resulting Contract if the Vendor does not transfer the records to the Agency;
5. The Vendor shall not collect an individual's social security number unless the Vendor has stated in writing the purpose for its collection. The Vendor collecting an individual's social security number shall provide a copy of the written statement to the Agency and otherwise comply with applicable portions of Section 119.071(5), F.S.;
6. The Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of the resulting Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency;
7. If the Vendor does not comply with a public records request, the Agency shall enforce the resulting Contract provisions in accordance with this solicitation and the resulting Contract;
8. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RESULTING CONTRACT, CONTACT**

EXHIBIT A-6
AHCA PURCHASE ORDER TERMS AND CONDITIONS

THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THE RESULTING CONTRACT. THE AGENCY CUSTODIAN OF PUBLIC RECORDS FOR THE RESULTING PURCHASE ORDER WILL BE THE PURCHASE ORDER MANAGER.

F. Health Insurance Portability and Accountability Act

1. To comply with the Department of Health and Human Services Privacy Regulations in the CFR, Title 45, Sections 160 and 164, regarding disclosure of protected health information as specified in the Business Associate Agreement contained herein, as required.
2. The Vendor must ensure it meets all Federal regulations regarding required standard electronic transactions and standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 and associated regulations.
3. The Vendor shall conduct all activities in compliance with 45 CFR 164 Subpart C to ensure data security, including, but not limited to encryption of all information that is confidential under Florida or Federal law, while in transmission and while resident on portable electronic media storage devices. Encryption is required and shall be consistent with Federal Information Processing Standards (FIPS), and/or the National Institute of Standards and Technology (NIST) publications regarding cryptographic standards.

G. Confidentiality of Information

1. The Vendor shall not use or disclose any confidential information, including social security numbers that may be supplied under this Purchase Order pursuant to law, and also including the identity or identifying information concerning a Medicaid recipient or services under this Purchase Order for any purpose not in conformity with State and Federal laws, except upon written consent of the recipient, or his/her guardian.
2. All personally identifiable information, including Medicaid information, obtained by the Vendor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of this Purchase Order. The Vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis or other Vendor responsibilities under this Purchase Order, and is exchanged only for the purpose of conducting a review or other duties outlined in this Purchase Order.
3. Any patient-specific information received by the Vendor can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the Vendor

EXHIBIT A-6

AHCA PURCHASE ORDER TERMS AND CONDITIONS

is retained by the Agency. The Vendor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the HIPAA and HITECH Acts) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).

4. The Vendor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the Vendor. If provider-specific data are released to the public, the Vendor shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, F.S., are met.
5. The Vendor and its subcontractors shall comply with the requirements of Section 501.171, F.S. and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.
6. Any releases of information to the media, the public, or other entities require prior approval from the Agency.

H. Inspection of Records and Work Performed

1. The Agency and its authorized representatives shall, at all reasonable times, have the right to enter the Vendor's premises, or other places where duties under this Purchase order are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work. Persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR, Part 74 and/or 45 CFR, Part 92, shall have full access to and the right to examine any of said records and documents.
2. The Vendor shall retain all financial records, medical records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this Purchase Order for a period of ten (10) years after termination of this Purchase Order, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.
3. Refusal by the Vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to this Purchase Order performance shall constitute a breach of this Purchase Order.
4. The right of the Agency and its authorized representatives to perform inspections shall continue for as long as the Vendor is required to maintain records.
5. The Vendor shall be responsible for all storage fees associated with all records maintained under this Purchase Order. The Vendor is also responsible for the destruction of all records that meet the retention schedule noted above.
6. Failure to retain all records as required may result in cancellation of this Purchase

EXHIBIT A-6 AHCA PURCHASE ORDER TERMS AND CONDITIONS

Order. The Agency shall give the Vendor advance notice of cancellation pursuant to this provision and shall pay the Vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of this Purchase Order. Performance by the Agency of any of its obligations under this Purchase Order shall be subject to the Vendor's compliance with this provision.

7. In accordance with Section 20.055, F.S., the Vendor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.
8. The rights of access in this Section must not be limited to the required retention period but shall last as long as the records are retained.
- I. Vendors are expected to examine the specifications, delivery schedule(s), prices and all instructions pertaining to this purchase. Failure to do so will be at the Vendor's risk.
- J. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the DFS pursuant to subsection 55.03(1), F.S. will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of the eligibility for payment is determined, and the daily interest rate is .03333%. Receipt by the agency of a properly completed invoice is a prerequisite to payment. Invoices returned to a vendor due to preparation errors will result in a payment delay.
- K. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising therefrom is in the Circuit Court of Leon County, Florida.
- L. The terms of this Purchase Order will supersede the terms of any and all prior or subsequent agreements the Vendor may have with the Agency with respect to this purchase. Accordingly, in the event of any conflict, the terms of this purchase order shall govern.

M. Business Associate Agreement

The parties to this Attachment agree that the following provisions constitute a business associate agreement for purposes of complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Attachment is applicable if the Vendor is a business associate within the meaning of the Privacy and Security Regulations, 45 C.F.R. 160 and 164.

The Vendor certifies and agrees as to abide by the following:

EXHIBIT A-6

AHCA PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions. Unless specifically stated in this Attachment, the definition of the terms contained herein shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164.
 - a. Protected Health Information. For purposes of this Attachment, protected health information shall have the same meaning and effect as defined in 45 C.F.R. 160 and 164, limited to the information created, received, maintained or transmitted by the Vendor from, or on behalf of, the Agency.
 - b. Security Incident. For purposes of this Attachment, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity.
2. Applicability of HITECH and HIPAA Privacy Rule and Security Rule Provisions. As provided by federal law, Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Health Information Technology Economic and Clinical Health (HITECH) Act, requires a Business Associate (Vendor) that contracts with the Agency, a HIPAA covered entity, to comply with the provisions of the HIPAA Privacy and Security Rules (45 C.F.R. 160 and 164).
3. Use and Disclosure of Protected Health Information. The Vendor shall comply with the provisions of 45 CFR 164.504(e)(2)(ii). The Vendor shall not use or disclose protected health information other than as permitted by this Contract or by federal and state law. The sale of protected health information or any components thereof is prohibited except as provided in 45 CFR 164.502(a)(5). The Vendor will use appropriate safeguards to prevent the use or disclosure of protected health information for any purpose not in conformity with this Contract and federal and state law. The Vendor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information the Vendor creates, receives, maintains, or transmits on behalf of the Agency.
4. Use and Disclosure of Information for Management, Administration, and Legal Responsibilities. The Vendor is permitted to use and disclose protected health information received from the Agency for the proper management and administration of the Vendor or to carry out the legal responsibilities of the Vendor, in accordance with 45 C.F.R. 164.504(e)(4). Such disclosure is only permissible where required by law, or where the Vendor obtains reasonable assurances from the person to whom the protected health information is disclosed that: (1) the protected health information will be held confidentially, (2) the protected health information will be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (3) the person notifies the Vendor of any instance of which it is aware in which the confidentiality of the protected health information has been breached.
5. Disclosure to Third Parties. The Vendor will not divulge, disclose, or communicate protected health information to any third party for any purpose not in conformity

EXHIBIT A-6

AHCA PURCHASE ORDER TERMS AND CONDITIONS

with this Contract without prior written approval from the Agency. The Vendor shall ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Vendor on behalf of, the Agency agrees to the same terms, conditions, and restrictions that apply to the Vendor with respect to protected health information. The Vendor's subcontracts shall fully comply with the requirements of 45 CFR 164.314(a)(2)(iii).

6. Access to Information. The Vendor shall make protected health information available in accordance with federal and state law, including providing a right of access to persons who are the subjects of the protected health information in accordance with 45 C.F.R. 164.524.
7. Amendment and Incorporation of Amendments. The Vendor shall make protected health information available for amendment and to incorporate any amendments to the protected health information in accordance with 45 C.F.R. 164.526.
8. Accounting for Disclosures. The Vendor shall make protected health information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. The Vendor shall document all disclosures of protected health information as needed for the Agency to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. 164.528.
9. Access to Books and Records. The Vendor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Vendor on behalf of the Agency, available to the Secretary of the Department of Health and Human Services ("HHS") or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations.
10. Reporting. The Vendor shall make a good faith effort to identify any use or disclosure of protected health information not provided for in this Contract.
 - a. To Agency. The Vendor will report to the Agency, within ten (10) business days of discovery, any use or disclosure of protected health information not provided for in this Contract of which the Vendor is aware. The Vendor will report to the Agency, within twenty-four (24) hours of discovery, any security incident of which the Vendor is aware. A violation of this paragraph shall be a material violation of this Contract. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used, or disclosed during such breach.
 - b. To Individuals. In the case of a breach of protected health information discovered by the Vendor, the Vendor shall first notify the Agency of the pertinent details of the breach and upon prior approval of the Agency shall notify each individual whose unsecured protected health information has been, or is reasonably believed by the Vendor to have been, accessed, acquired, used or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next

EXHIBIT A-6

AHCA PURCHASE ORDER TERMS AND CONDITIONS

of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Vendor to require urgency because of possible imminent misuse of unsecured protected health information, the Vendor may also provide information to individuals by telephone or other means, as appropriate.

- c. To Media. In the case of a breach of protected health information discovered by the Vendor where the unsecured protected health information of more than 500 persons is reasonably believed to have been, accessed, acquired, used, or disclosed, after prior approval by the Agency, the Vendor shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- d. To Secretary of Health and Human Services (HHS). The Vendor shall cooperate with the Agency to provide notice to the Secretary of HHS of unsecured protected health information that has been acquired or disclosed in a breach.

Vendors Who Are Covered Entities. In the event of a breach by a contractor or subcontractor of the Vendor, and the Vendor is a HIPAA covered entity, the Vendor shall be considered the covered entity for purposes of notification to the Secretary of HHS pursuant to 45 CFR 164.408. The Vendor shall be responsible for filing the notification to the Secretary of HHS and will identify itself as the covered entity in the notice. If the breach was with respect to 500 or more individuals, the Vendor shall provide a copy of the notice to the Agency, along with the Vendor's breach risk assessment for review at least 15 business days prior to the date required by 45 C.F.R. 164.408 (b) for the Vendor to file the notice with the Secretary of HHS. If the breach was with respect to less than 500 individuals, the Vendor shall notify the Secretary of HHS within the notification timeframe imposed by 45 C.F.R. 164.408(c) and shall contemporaneously submit copies of said notifications to the Agency.

- e. Content of Notices. All notices required under this Attachment shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009 and 45 C.F.R. 164.404(c), except that references therein to a "covered entity" shall be read as references to the Vendor.
- f. Financial Responsibility. The Vendor shall be responsible for all costs related to the notices required under this Attachment.

EXHIBIT A-6
AHCA PURCHASE ORDER TERMS AND CONDITIONS

11. Mitigation. Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of protected health information in violation of this Attachment.

12. Termination. Upon the Agency's discovery of a material breach of this Attachment, the Agency shall have the right to assess liquidated damages as specified elsewhere in the contract to which this document is an attachment, and/or to terminate this Contract.

Effect of Termination. At the termination of this Contract, the Vendor shall return all protected health information that the Vendor still maintains in any form, including any copies or hybrid or merged databases made by the Vendor; or with prior written approval of the Agency, the protected health information may be destroyed by the Vendor after its use. If the protected health information is destroyed pursuant to the Agency's prior written approval, the Vendor must provide a written confirmation of such destruction to the Agency. If return or destruction of the protected health information is determined not feasible by the Agency, the Vendor agrees to protect the protected health information and treat it as strictly confidential.

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**ATTACHMENT B
SCOPE OF SERVICES**

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ATTACHMENT B SCOPE OF SERVICES

For purposes of this Invitation to Bid (ITB) the successful vendor shall be referred to as Vendor. The contract or purchase order resulting from this ITB shall be referred to as Contract.

A. Service(s) to be Provided

1. Background

The Vendor shall provide moving services for the Agency for Healthcare Administration (Agency) restacking project. This move will consist of items being relocated within Leon County, Florida. This move will be divided into multiple individual projects over the course of approximately six (6) months. Work days will be approximately four (4) to eight (8) hours, between the hours of 8:00 AM (EST) and 5:00 PM (EST), Monday through Friday, excluding state approved holidays and state mandated closings.

2. Order of Precedence

The Vendor shall perform its contracted duties in accordance with this Contract, AHCA ITB 002-19/20, including all addenda and the Vendor's Response to AHCA ITB 002-19/20. In the event of conflict among Contract documents, any identified inconsistency in this Contract shall be resolved by giving precedence in the following order:

- a. This Contract, including all attachments, exhibits and any subsequent amendments; and
- b. AHCA ITB 001-19/20, including all addenda.

B. Manner of Services Provision

1. Services Provided by the Agency

The Agency may supply the Vendor's supervisor/manager with identification/access cards (badges) that must be worn at all times while on Agency premises. The Agency will furnish badges and the move schedule. Agency employees will pack items from lateral file cabinets (vertical file cabinets will not be emptied), desks, credenzas, office supply storage cabinets, shelves, and bookcases. It will remain the responsibility Agency employees to move all personal items such as family pictures, plants, etc.

2. Services Provided by the Vendor

Office moves may require pickup, loading, transportation, and placement of relocated items (such as desks, credenzas, file cabinets, tables, chairs, computers, printers, etc.) at a pre-designated destination. The Vendor shall:

- a. Furnish all required equipment and related moving accessories including, but not limited to: four-wheelers (skates); dollies; floats; ramps; straps; moving blankets; vehicles; speed packs; etc.

ATTACHMENT B SCOPE OF SERVICES

- b. Utilize padded dollies when moving items easily damaged by relocation, upon request.
- c. Provide two-hundred (200) packing crates with a minimum of forty (40) skates seven (7) business days prior to the scheduled move date.
 - 1) Provide a Receipt to the Agency listing the total quantity of crates delivered. The Receipt must be verified by an Agency Designee.
 - 2) Additional packing crates beyond the initial two-hundred (200) crates may be rented by the Agency in units of fifty (50) crates per the rental rate detailed in **Exhibit A-4**, Cost Proposal, and delivered within five (5) business days of request by the Agency. A minimum of ten (10) skates shall be included with the additional crates.

d. Be responsible for immediately removing all used packing materials.

e. Supervisor/Manager and Staffing

It is the responsibility of the Vendor to ensure that a supervisor/manager be available on site during all office moves. The supervisor/manager shall be responsible for oversight of all aspects of the move, including but not limited to, adhering to the established move start/end time and ensuring proper conduct of the other movers on site. While on site, the supervisor/manager shall be accessible via cellular telephone at all times. The supervisor/manager's cell phone number shall be provided to the Agency Contract Manager prior to commencement of any moving services.

f. Uniforms or Company Identification

All Vendor personnel shall be attired in such a manner as to readily identify them as moving company representatives. Acceptable attire includes, but is not limited to, standard work uniform shirts or coveralls bearing company insignia or emblems, or printed tee-shirts bearing the company name and/or logo. Personnel reporting for a scheduled move without a designated uniform will not be granted access to the building.

g. Vendor Conduct

Office moves shall be completed with as little disruption to Agency staff as possible. All Vendor personnel are expected to conduct themselves in a professional and courteous manner.

h. Duplication/Possession of Agency Keys

Neither the Vendor nor the Vendor's employees shall duplicate any Agency keys or possess Agency keys while off the premises without prior Agency authorization. Violations of this requirement shall obligate the Vendor to be financially responsible to re-key the affected doors.

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i. Damage to State Property

The Vendor shall protect all finishes of the origin and destination location including, but not limited to, elevator interiors, carpeting, walls, doors, ceilings, furniture, etc., from damage. The Vendor shall be responsible for the cleaning, repair, and/or replacement of finishes soiled or damaged as a result of moving activities.

Damage that occurs to the furniture, equipment, or building (being vacated or occupied) that is caused by the Vendor will be reported to the Vendor by the Agency within five (5) business days of discovery. The Vendor shall have ten (10) business days to present its written response to the claimed damages. The Vendor may make repairs to furniture that's within its capability. The Vendor shall be responsible for initiating repairs to buildings with proper coordination with the Agency. The Agency reserves the right to make immediate repairs to correct damage to equipment that would have a detrimental effect on Agency's operations. Costs of any replacement or repairs made by the Agency for damages caused by the Vendor shall be deducted from any monies due to the Vendor. This shall not prevent the Agency from seeking damages should replacement costs exceed the amount of monies owed.

j. Time Sheets

The Vendor shall provide Time Sheet(s) shall be submitted on the Vendor's letterhead to the Agency's designated Contract Manager within one (1) business day of completion and Agency approval of deliverable, in accordance with the deliverable schedule specified in **Exhibit B-1**, Deliverables, Associated Payment and Financial Consequences.

Time Sheet(s) shall include, at a minimum:

- 1) Company Name;
- 2) Crew Member Name(s);
- 3) Job Start Time;
- 4) Job End Time;
- 5) Date(s) on which services were rendered;
- 6) Break and Lunch times, if applicable;
- 7) Travel Time, if applicable;
- 8) Supervisor/Manager signature; and
- 9) Signature for AHCA Designee to confirm receipt.

ATTACHMENT B SCOPE OF SERVICES

3. Deliverables

Deliverables are included as **Exhibit B-1**, Deliverables, Associated Payment and Financial Consequences. In the event additional deliverables are required, the Agency will negotiate with the Vendor for the completion and submission of the additional deliverables.

C. Method of Payment:

This is a fixed price Contract. The Agency shall pay the Vendor, in arrears, upon the completion and acceptance of deliverables in accordance with the deliverable schedule specified in **Exhibit B-1**, Deliverables, Associated Payment and Financial Consequences and **Exhibit A-4**, Cost Proposal.

1. Invoicing

- a. Invoices and all supporting documents shall be submitted on the Vendor's letterhead to the Agency's designated Contract Manager within fifteen (15) calendar days of completion and Agency approval of deliverable(s).

Invoice(s) shall include, at a minimum:

- 1) Invoice date;
 - 2) Invoice number;
 - 3) Agency's Contract number;
 - 4) Description of the services rendered;
 - 5) Date(s) on which services were rendered;
 - 6) Payment remittance address; and
 - 7) Other supporting documentation as requested by the Agency.
- b. The Vendor shall not charge the State for any travel expenses related to any portion of this Contract without the Agency's prior written approval. Upon obtaining the Agency's written approval, the Vendor shall be authorized to incur travel expenses payable by the Agency to the extent provided by Section 112.061, F.S.
 - c. Payments will be authorized only for services that are in accordance with the terms and conditions of this Contract.
 - d. Appropriate documentation as determined by the Agency shall be submitted to support invoices.
 - e. Invoices shall not be approved for payment by the Agency until reports and deliverables from the Vendor are received as specified in this Contract.

ATTACHMENT B SCOPE OF SERVICES

2. Late Invoicing

Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) calendar days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) calendar days after the Agency's acceptance of the deliverable(s) will be paid at seventy five percent (75%) of the invoice. Invoices received ninety-one (91) calendar days or more after the Agency's acceptance of the deliverable(s) will **not** be paid.

If the Vendor is unable to meet the invoice submission deadlines specified in this Contract, the Vendor shall notify the Agency in writing prior to the deadline explaining the circumstances and requesting an extension to the deadline.

3. Financial Consequences

a. Performance Standards, Financial Consequences and Liquidated Damages

- 1) The Vendor shall comply with all requirements and performance standards set forth in this Contract.
- 2) The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of the Contract. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the Contract and under law, shall become available to the Agency.
- 3) The Agency reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in **Table 1**, Performance Standards and Liquidated Damages, below.

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Health Information Portability and Accountability Act (HIPAA)	
The Vendor shall comply with provisions of HIPAA/Health Information Technology for Economic and Clinical Health (HITECH) Act.	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity. In addition, Federal penalties may apply in accordance with the HIPAA Act of 1996.
The Vendor shall not inappropriately release Protected Health Information (PHI).	\$500.00 to \$5,000.00 , per incident, per occurrence, depending upon the severity.

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TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
Records	
The Vendor shall comply with public records laws, in accordance with Section 119.0701, F.S.	\$5,000.00 for each incident in which the Vendor does not comply with a public records request.
Background Screening	
Failure to complete initial and renewal background screenings within required timeframes.	\$250.00 per occurrence.

b. Disputes

- 1) To dispute financial consequences, liquidated damages, and/or contract interpretations, the Vendor must request that the Agency's Deputy Secretary for Operations or designee, hear and decide the dispute.
- 2) The Vendor must submit a written dispute directly to the Deputy Secretary or designee by U.S. mail and/or commercial courier service (hand delivery will not be accepted). This submission must be received by the Agency within twenty-one (21) calendar days after the issuance of financial consequences, liquidated damages, and/or contract interpretations and shall include all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation and exhibits). The Vendor submitting such written requests for appeal or dispute as allowed under the Contract by U.S. mail and/or commercial courier service, shall submit such appeal or dispute to the following mailing address:

Deputy Secretary for Operations
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 2
Tallahassee, FL 32308

Regardless of whether delivered by U.S. mail or commercial courier service, appeals or disputes not delivered to the address above will be denied.

- 3) The Vendor waives any dispute not raised within twenty-one (21) calendar days of issuance of financial consequences, liquidated damages, and/or contract interpretations. It also waives any arguments it fails to raise in writing within twenty-one (21) calendar days of receiving the financial consequences, liquidated damages, and/or contract interpretations, and waives the right to use any materials, data, and/or information not contained in or accompanying the Vendor's submission submitted within the twenty-one (21) calendar days following its receipt of the financial consequences, liquidated damages, and/or contract interpretations

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in any subsequent legal, equitable, or administrative proceeding (to include Circuit Court, Federal court and any possible administrative venue).

- 4) The Deputy Secretary or his/her designee will decide the dispute under the reasonableness standard, reduce the decision to writing and serve a copy to the Vendor. This written decision will be final.
- 5) The exclusive venue of any legal or equitable action that arises out of or relating to the Contract, including an appeal of the final decision of the Deputy Secretary or his/her designee, will be Circuit Court in Leon County, Florida. In any such action, the Vendor agrees to waive its right to a jury trial, and that the Circuit Court can only review the final decision for reasonableness, and Florida law shall apply. In the event the Agency issues any action under Florida Statutes or Florida Administrative Code apart from the Contract, the Agency will notice the Vendor of the appropriate administrative remedy.

D. Attorney's Fees

In the event of a dispute, each party to this Contract shall be responsible for its own attorneys' fees, except as otherwise provided by law.

E. Legal Action Notification

The Vendor shall give the Agency, by certified mail, immediate written notification (no later than thirty (30) calendar days after service of process) of any action or suit filed or of any claim made against the Vendor by any subcontractor, vendor, or other party that results in litigation related to this Contract for disputes or damages exceeding the amount of **\$50,000.00**. In addition, the Vendor shall immediately advise the Agency of the insolvency of a subcontractor or of the filing of a petition in bankruptcy by or against a principal subcontractor.

F. Damages for Failure to Meet Contract Requirements

In addition to remedies available through this Contract, in law or equity, the Vendor shall reimburse the Agency for any Federal disallowances or sanctions imposed on the Agency as a result of the Vendor's failure.

G. Corrective Action Plan (CAP)

1. If the Agency determines that the Vendor is out of compliance with any of the provisions of this Contract, the Agency may require the Vendor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Vendor to resolve deficiencies without the Agency invoking more serious remedies, up to and including contract termination.
2. The Vendor shall respond by providing a CAP to the Agency within the timeframe specified by the Agency.
3. The Vendor shall implement the CAP only after Agency approval.

ATTACHMENT B SCOPE OF SERVICES

4. The Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
5. If the Vendor does not meet the standards established in the CAP within the agreed upon timeframe, the Vendor shall be in violation of the provisions of this Contract and shall be subject to liquidated damages.
6. Except where otherwise specified, liquidated damages of **\$500.00** per calendar day may be imposed on the Vendor for each calendar day that the approved CAP is not implemented to the satisfaction of the Agency.

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**EXHIBIT B-1
DELIVERABLES, ASSOCIATED PAYMENT AND FINANCIAL
CONSEQUENCES**

1.	<u>DELIVERABLE</u>
	Completion of each moving assignment as directed by the Agency in accordance with the requirements of this Contract.
	<u>SUPPORTING DOCUMENTATION</u>
	Timesheets submitted by the Vendor.
	<u>EVALUATION CRITERIA</u>
	The Agency will inspect the scheduled move areas, review timesheets submitted by the Vendor and review identification/access card reports. In addition, the Agency reserves the right to use other means of monitoring as deemed necessary by the Agency.
	<u>DUE DATE(S)</u>
	End of next business day after completion of each moving assignment.
	<u>AMOUNT</u>
	In accordance with Exhibit A-4 , Cost Proposal
	<u>PERFORMANCE STANDARDS</u>
	The Vendor shall submit a timesheet for each assigned mover for each moving assignment in accordance with the requirements outlined in Attachment B , Scope of Services, Section B., Manner of Services Provision, Subsection 2., Services Provided by the Vendor, Item j.
	<u>FINANCIAL CONSEQUENCES</u>
\$100.00 per business day beyond the due date.	
2.	<u>DELIVERABLE</u>
	Successful delivery of packing crates and skates by the Vendor as directed by the Agency in accordance with the requirements of this Contract.
	<u>SUPPORTING DOCUMENTATION</u>
	Receipt of delivery submitted by the Vendor.
	<u>EVALUATION CRITERIA</u>
	The Agency will inspect the crates and skates to ensure the quantity requested is in agreement with the quantity delivered. In addition, the Agency reserves the right to use other means of monitoring as deemed necessary by the Agency.
	<u>DUE DATE(S)</u>
	Initial crate and skate delivery is required within seven (7) business days prior to the scheduled move date. Additional crates and skates beyond the initial two-hundred (200) shall be delivered within five (5) business days of request by the Agency.
	<u>AMOUNT</u>
	In accordance with Exhibit A-4 , Cost Proposal.
	<u>PERFORMANCE STANDARDS</u>
	The Vendor shall provide a Receipt as outlined in Attachment B , Scope of Services, Section B., Manner of Services Provision, Subsection 2., Services Provided by the Vendor, Item c.
	<u>FINANCIAL CONSEQUENCES</u>
\$150.00 per business day beyond the due date.	

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