

FLORIDA
DEPARTMENT OF HEALTH (DOH)
DOH 17-048



2.2018

INVITATION TO BID (ITB)
FOR
**Palm Beach Landscaping
Maintenance Services**

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SECTION 1.0 INTRODUCTORY MATERIALS

1.1 **Statement of Purpose**

The purpose of this Invitation to Bid (ITB) is for the Department of Health to obtain competitive prices for Palm Beach County Health Department Landscaping Maintenance Services.

1.2 **Scope Of Services**

Detailed **scope of services** for this solicitation are provided as **Attachment A** in this ITB.

1.3 **Definitions**

Bid: The complete written response of the Provider to this ITB, including properly completed forms, supporting documents, and attachments.

Business days: Monday through Friday, excluding state holidays.

Business hours: 8 a.m. to 5 p.m., Eastern Time on all business days.

Calendar days: All days, including weekends and holidays.

Contract: The formal agreement or order that will be awarded to the successful Provider under this ITB, unless indicated otherwise.

Department: The Department of Health; may be used interchangeably with DOH.

Minor Irregularity: As used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Provider an advantage or benefit not enjoyed by other Providers, or does not adversely impact the interests of the Department.

Order: As used in the context of this solicitation refers to a Purchase Order or a Direct Order.

Provider: The business entity that submits a Bid. This term also may refer to the entity awarded a contract by the Department in accordance with the terms of this ITB.

Vendor Bid System (VBS): Refers to the State of Florida internet-based vendor information system at: http://myflorida.com/apps/vbs/vbs_main_menu.

SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health Palm Beach County
Attention: Judy K. Carter
Room #3
1050 West 15th Street
Riviera Beach, FL 33404
Email: judy.carter@flhealth.gov

2.2 Restrictions on Communications

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

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for three years from July 1, 2018 or the Contract execution date whichever is later, subject to renewal as identified in **Section 2.4**. The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Renewal

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than three years beyond the initial contract, or for the term of the original Contract, whichever is longer. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and are subject to the availability of funds.

2.5 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	June 5, 2018	<u>Posted to the Vendor Bid System at:</u> http://vbs.dms.state.fl.us/vbs/main_menu
Questions Submitted in Writing	Must be received PRIOR TO: June 8, 2018 3:30 PM	Submit to: Florida Department of Health Palm Beach County Attention: Judy K. Carter 1050 West 15 th Street Riviera Beach, FL 33404 Judy.carter@flhealth.gov
Mandatory Site Visit	June 13, 2018 Starting @ 9:00am	<p>1st Location 9:00am West Palm Beach Health Center (Main Entrance) 1150 45th Street, WPB, FL 33407</p> <p>2nd Administration Building 800 Clematis St, West Palm Beach, FL 33401</p> <p>3rd Lantana Health Center 1250 Southwinds Drive Lantana, FL 33463</p> <p>4th Northeast Health Center 851 Avenue "P" Riviera Beach, FL 33404</p> <p>5th Jupiter Health Center 6504 Indiantown Road Jupiter, FL 33458</p>

<p>Mandatory Site Visit</p>	<p>June 14, 2018 Starting @ 10:00am</p>	<p>1st Location C.L. Brumback Health Center 38754 State Road 80, Belle Glade, FL 33430</p> <p>2nd Pahokee Glades Health Center 1839 E Main St Pahokee, 33476</p>
<p>Mandatory Pre-Bid Conference</p>	<p>June 14, 2018 "Immediately following site visit"</p>	<p>Florida Department of Health Pahokee Glades Health Center 1839 E Main St Pahokee, 33476</p>
<p>Answers to Questions (Anticipated Date)</p>	<p>June 18, 2018</p>	<p>Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu</p>
<p>Sealed Bids Due and Opened</p>	<p>Must be received PRIOR TO: June 25, 2018 @ 3:30 PM</p>	<p><u>PUBLIC OPENING</u> Submit to: Florida Department of Health Palm Beach County Attention: Judy K. Carter Room #3 1050 West 15th Street Riviera Beach, FL 33404</p>
<p>Anticipated Posting of Intent to Award</p>	<p>June 26, 2018</p>	<p>Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu</p>

2.6 Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the Respondent to be aware of any addenda that might affect their Proposal.

2.7 Site Visit

A mandatory site visit will be held at the time and location indicated in the Timeline. The site visit will provide Providers with an opportunity to tour the facilities identified in this ITB.

Attendance at the mandatory site visit is a prerequisite for the acceptance of a Bid. Only Providers that signed the attendance sheet for the mandatory site visit will be considered responsive.

2.8 Pre-Bid Conference

A mandatory pre-bid conference will be held at the time and location indicated in the Timeline. Providers may ask questions and seek clarification during the pre-bid conference and submit written questions by the time set forth in the Timeline.

The Department may answer any questions at the pre-bid conference or defer them to a later date as identified in the Timeline. Only written answers are binding.

2.9 Questions

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the Procurement Officer identified in **Section 2.1** within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline and/or during the pre-bid conference will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.10 Basis of Award

A single award will be made to the responsive, responsible Provider offering the lowest grand total for the items/services requested in this ITB including delivery, FOB destination.

2.11 Identical Tie Bids

Where there is identical pricing from multiple Providers, the Department will determine the order of award in accordance with Florida Administrative Code, Rule 60A-1.011.

SECTION 3.0 INSTRUCTIONS FOR BID SUBMITTAL

3.1 General Instructions to Respondents (PUR 1001)

This section explains the General Instructions to Providers (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Bid.

<http://dms.myflorida.com/content/download/2934/11780>

The terms of this solicitation will control over any conflicting terms of the PUR1001.

3.2 Instructions for Submittal

1. Providers are required to complete, sign, and return the “Price Page” with the Bid submittal. **(Mandatory Requirement)**
2. Providers must submit all technical and pricing data in the formats specified in the ITB.
3. Providers must submit one original paper copy of the Bid and one original copy on a single USB storage device, or CD, viewable in Adobe Acrobat Reader (PDF). The electronic copy submitted must contain the entire Bid as the submitted original copy, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
4. Bids must be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated in the Timeline.
5. Bids submitted via electronic mail (email) or facsimile will **not** be considered.
6. Bids must be submitted in a sealed envelope or sealed package with the solicitation number and the date and time of the Bid opening clearly marked on the outside.
7. The Department is not responsible for improperly marked Bids.
8. It is the Provider’s responsibility to ensure its Bid is submitted at the proper place and time indicated in the ITB Timeline.
9. The Department’s clocks will provide the official time for Bid receipt.
10. Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the response.

3.3 Cost of Preparation

Neither the Department nor the state is liable for any costs incurred by a Provider in responding to this solicitation.

3.4 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the Provider considers any portion of its Bid to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, the Provider must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, the Provider will provide the Department with a separate redacted paper and electronic copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of the Provider on the cover, and must be clearly titled “**REDACTED COPY**”.

The redacted copy must be provided to the Department at the same time the Provider submits its Bid and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Provider will be responsible for defending its determination that the redacted portions of its Bid are confidential, trade secret or otherwise not subject to disclosure. Further, the Provider must protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its Bid are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Provider fails to submit a redacted copy with its Bid, the Department is authorized to produce the entire documents, data or records submitted by the Provider in answer to a public records request for these records.

3.5 Price Page (Mandatory Requirement)

The Price Page is **Attachment B** of this ITB. Providers must fill out the Price Page as indicated, sign it, and return it with their Bid.

3.6 Documentation

Providers must complete and submit the following information or documentation as part of their Bid:

3.6.1. Minimum Qualifications

Provider must have a minimum of 3 years of experience in the last 3 years in Landscaping Services of similar size and scope.

3.6.2. References

Providers must provide contact information for three entities the Provider has provided commodities or services of a similar size and nature of those requested in this solicitation. Providers must use **Attachment C**, Reference Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department’s determination of the Provider’s responsibility. The Department’s determination is not subject to review or challenge.

3.6.3. Statement of Non-Collusion

Providers must sign and return with their Bid, the **Statement of Non-Collusion** form, **Attachment D**.

3.6.4 Attachment C: Reference Form, as specified in **Section 3.6.2**.

3.7 Special Accommodations

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days, prior to any pre-Bid conference, Bid opening, or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department's Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TDD).

3.8 Responsive and Responsible (Mandatory Requirements)

Providers must complete and submit the following mandatory information or documentation as part of their Bid. Any Bid which does not contain the information below will be deemed non-responsive.

- Bids must be received by the time specified, **Section 2.5**.
- **Attachment B:** Price Page, as specified in **Section 3.5**.
- **Mandatory site visits** are required, as specified in **Section 2.7**.
- **Mandatory Pre-bid conference is required**, as specified in **Section 2.8**.

3.9 Late Bids

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time shown in the Timeline (Refer to **Section 2.5**). Bids that are not received by the time specified will not be considered.

SECTION 4.0 SPECIAL CONDITIONS

4.1 **General Contract Conditions (PUR 1000)**

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, that contains general Contract terms and conditions that will apply to any Contract resulting from this ITB, to the extent they are not otherwise modified. This document should not be returned with the Bid.

<http://dms.myflorida.com/content/download/2933/11777>

The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

4.2 **Conflict of Interest**

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such Contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to Contract with an agency.”

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to Statement of Non-Collusion, **Section D**.

4.3 **Certificate of Authority**

All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the selected contractor to have appropriate registration may result in withdrawal of Contract award.

4.4 **Provider Registration**

Each Provider doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, with any Provider not registered in the MyFloridaMarketPlace system, unless exempted by rule. The

successful Provider must be registered in the MyFloridaMarketPlace system within 5 days after posting of intent to award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

Providers lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

4.5 Minority and Service Disabled Veteran Business Participation

The Department encourages Minority, Women, Service-Disabled Veteran, and Veteran-Owned Business Enterprise participation in all its solicitations.

4.6 Subcontractors

The Department will not authorize the use of subcontractors in Contract resulting from this ITB.

4.7 Performance Measures

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. These will be established based on final determination of tasks and deliverables.

4.8 Financial Consequences

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if the Provider fails to perform in accordance with the Contract terms. The financial consequences will be established based on final determination of the performance measures and the Contract amount.

4.9 Order

Providers must become familiar with the Department's Order which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Chief Financial Officer.

Use of the Order is mandatory for Department Direct Orders issued in MFMP as they contain the basic clauses required by law. The terms and conditions contained in the Order Terms and Conditions are non-negotiable. The State of Florida, Department of Health, Order Terms and Conditions are located at:

<http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/documents/DOH-Terms-and-Conditions.pdf>

4.10 Conflict of Law and Controlling Provisions

Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the State of Florida. Venue must be Palm Beach County, Florida.

4.11 Agency Inspectors General

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

4.12 Records and Documentation

To the extent that information is used in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in section 119.011(12), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, Provider must make the public records available for inspection or copying upon request of the Department's custodian of public records at cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or otherwise, and must comply with Chapter 119 at all times as specified therein. It is expressly understood that the Provider's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally cancel the Contract agreement.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by the Provider for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, the Provider agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format. If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The Provider must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

4.13 Protests

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during Business hours (Monday-Friday, 8:00 a.m. - 5:00 p.m., Eastern Standard Time) will be accepted. Documents received after hours will be filed the following business day.

No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send Bids to the Agency Clerk's Office. Send all Bids to the Procurement Officer and address listed in the Timeline.

Agency Clerk mailing address:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

**Agency Clerk physical address
for hand deliveries:**

Agency Clerk
Florida Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 413-8743

4.14 Application Data Security and Confidentiality

The Provider, its employees, subcontractors, and agents must comply with all cyber security procedures of the Department of Health in performance of the contract resulting from this solicitation, as specified in **Attachment D**.

ATTACHMENT A

Scope of Services

A. Background

The Palm Beach County Health Department (PBCHD) is one of sixty-seven county health departments under the jurisdiction of the State of Florida Department of Health (DOH). The PBCHD is authorized to promote and protect the health of the citizens of Palm Beach County through services provided to the community in the areas of communicable disease, primary medical/dental care and environmental health. Such services are provided through Health Centers located throughout the county and program offices and administrative offices located in Palm Beach County, and Riviera Beach.

B. Service Tasks

Services are to include but not be limited to: turf mowing, trimming, edging, pruning, weed removal, debris removal, mulching, fertilizing, pest control, and planting at our 7 locations within Palm Beach County.

Vendor will provide at their expense all necessary tools, equipment, fuel, and labor to complete a turn-key job without DOH assistance.

Vendor shall perform work when access to site is least imposing or when scheduled.

NON-PERFORMANCE

The department reserves the right to make deductions to the monthly invoice in the event of non-compliance with the terms of this contract as set forth herein. In the event of non-compliance with the terms of the contract, the options of the contract manager shall include, but not be limited to, the following:

- A. Notify the provider of non-performance, and allow provider to correct such item of non-performance. Corrective action for non-performance must be approved and completed within 5 days set by contract manager. If provider does not correct non-performance within given parameter, a deduction will be taken. The Department shall make no deductions for such item if it is properly corrected.
- B. The Department shall correct the item or non-performance by any means it deems necessary. Direct costs incurred by the Department for the correction shall be deducted from payments made to the provider.
- C. The Department shall allow the non-performance to remain uncorrected, but deduct the value of the services from payments to the provider. Percentage of work not completed is applied to monthly charge for deduction.

SUPERVISION

Vendor must provide a number of supervisors capable of providing supervision to accomplish the services. Each supervisor, to the satisfaction of the health department representative, shall be capable of verbal and written communication in English language and shall be able to adequately communicate with service workers.

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The supervisor shall be available for site inspections, as required by the health department representative to review maintenance procedures and practices under the contract. Deficiencies in procedures or practices shall be corrected to the satisfaction of the health department representative(s). Failure to comply with terms and conditions, specifications, and/or failure to correct deficiencies to the satisfaction of the health department representative shall be cause for a financial penalty and/or cancellation of the awarded contract.

LOCATION:

Changes in service locations will be made by an amendment to the contract. The Department reserves the right to add or remove service locations. Buildings may be closed reducing service locations. The total monthly unit price will be adjusted based on site specifics. Vendor to submit a quote; subject to negotiation.

Seven locations within the Palm Beach County as shown in the table below:

SITE	ADDRESS
1	Jupiter Health Center 6504 Indiantown Road, Jupiter, FL 33458
2	Northeast Health Center 851 Avenue "P", Riviera Beach, FL 33404
3	West Palm Beach Health Center 1150 45th Street, WPB, FL 33407
4	C.L. Brumback Health Center 38754 State Road 80, Belle Glade, FL 33430
5	Lantana Health Center 1250 Southwinds Drive, Lantana, FL 33463
6	Administration Building 800 Clematis St, West Palm Beach, FL 33401
7	Pahokee Glades Health Center 1839 E Main St, Pahokee,

ATTIRE

Vendor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by Laws, Regulations, Ordinances, and/or manufacturer's instructions for materials and equipment. Vendors' employees shall be in company uniform during the performance of maintenance duties.

DAMAGE

Vendor shall perform an initial inspection of all facilities and report back to the Contract Manager at beginning of the contract any damages found within 10 days.

Vendor shall immediately notify health representative(s) of damaged turf and/or plant materials resulting from vehicular damage, storm damage and/or vandalism.

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All observed hazards shall be reported immediately to the health representative(s).

The vendor shall be responsible for repairs or replacement of turf, all plants, materials, equipment and property damaged by his/her employees during performance of maintenance duties. This includes damage caused by plant or turf demise.

The health representative will determine the degree of damage and notify the contractor of his responsibility.

All repairs shall be completed with three (3) calendar days, with the exception of sprinkler damage. Sprinkler system damage shall be reported within twenty-four (24) hours.

IRRIGATION SYSTEM

Repairs and adjustments such as head/emitter replacements or filter cleaning, small leaks, and minor timer adjustments shall be made by the Department's contracted licensed irrigation contractor. Damage to the irrigation system caused by lawn maintenance activities will be payable by the landscape contractor and may be deducted from the monthly invoice. The amount charged will be the actual cost incurred to the Health Department.

The contractor shall inspect and test rain shut-off devices and other components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. The contractor will note and report to the health department representative any symptoms of inadequate or excessive irrigation, drainage problems, etc. The contractor shall trim and clean around all sprinkler heads, as needed, to provide free flow water. Provide report with invoice.

DEBRIS

Prior to service, pick-up all trash from site lot, including but not limited to debris (i.e., grass, leaves, tree trimmings, hedge clippings, tree branches, broken limbs, pine cones, gravel/sand Stones, asphalt, concrete, cigarettes, cans, paper, glass, and litter, to include parking lot, sewer drains, sidewalks, etc.). All trash and debris shall be removed from entire site and disposed of at legal dump facilities at the vendor's expense.

All plant beds, ground covers, and mulched areas shall be free of weeds, trash, fallen limbs and dead vegetation at each site visit.

STATEMENT OF WORK

Site Service: Locations 1 – 7

SITE	ADDRESS
1	Jupiter Health Center 6504 Indiantown Road, Jupiter, FL 33458
2	Northeast Health Center 851 Avenue "P", Riviera Beach, FL 33404

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3	West Palm Beach Health Center 1150 45th Street, WPB, FL 33407
4	C.L. Brumback Health Center 38754 State Road 80, Belle Glade, FL 33430
5	Lantana Health Center 1250 Southwinds Drive, Lantana, FL 33463
6	Administration Building 800 Clematis St, West Palm Beach, FL 33401
7	Pahokee Glades Health Center 1839 E Main St, Pahokee, 33476
Number of Services Per Site	Breakdown
45 times a year	April-October Every 7 days November-March Every 10 days

Vendor shall provide monthly schedule of service to health department representative prior to each month. If vendor is unable to perform services on scheduled date, shall notify health department representative immediately. Any site services not completed on scheduled date shall be completed the next day. If weather or other conditions will not permit mowing, vendor shall complete weeding and trimming tasks.

Vendor shall bid price per all services specified in accordance with the specifications contained here-in.

MOWING

Turf areas shall be maintained in a healthy, growing, green, trim condition. Mowing shall be performed to ensure a 3" inch height, smooth surface appearance without scalping or leaving any missed, uncut grass. Mowing shall not be performed when weather or other would cause damage to turf. Mowing shall be performed carefully so as not to damage trees or shrubs, intrude into grounds cover beds, displace mulch, or damage sprinkler heads, etc. Vendor shall not discharge cuttings from mower into plant or mulch beds.

Line trimming machines shall not be used in areas accessible to mowers. Prior to mowing, the vendor shall be responsible for the removal of all trash, litter, and debris including that, which could cut or scattered by mowing.

SWALE AREAS, AROUND RETENTION PONDS

Use line trimming or brush cutting machine when not accessible to mowers.

TRIMMING

ATTACHMENT A

Scope of Services

Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass shall be trimmed at the same height as adjacent turfs mowed. Areas requiring trimming include buildings, fences, walls, poles, electrical boxes, trees, sprinklers, pavement edges, plant beds, etc. Line trimming machines shall not be used in areas accessible to mowers.

EDGING

Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces, curb, drives, patios, decks, will be completed during each mowing. Edging of all bed areas and tree wells will be done in conjunction with each mowing. Edging will be performed to result in neat vertical uniform lines and uniformed depths. No "Fish Line" cutting will be allowed for edging. Steel blade edging is the only allowable machine approved by the health department representative.

Plant growth on paved surfaces, curb, sidewalks, etc., will be removed/sprayed weekly to kill vegetation in cracks, etc., to maintain a clean, neat appearance. An approved herbicide such as "Round-Up" can be used to control weeds. Any equal herbicide must have prior approval from the health department representative(s).

FENCE LINE

All vegetation (i.e. grass, vines, Brazilian pepper, Australian pine, Melaleuca) shall be removed from both sides of the fence. The contractor shall remove all vegetation on the fence by manual removal process (i.e. hand trimming) and chemical means at each site visit. Any chemicals other than "Round-Up" must have prior approval from the health representatives.

PRUNING/TRIMMING OF SHRUBS, PLANTS, TREES AND BUSHES

Tree pruning/trimming shall comply with the American National Standards Institute (ANSI300 = 1995).

All shrubs, plants, trees and bushes shall be trimmed and/or pruned twice a month to maintain a manicured appearance. Trees shall be trimmed and/or pruned.

Vendor shall use long handle pruning saws for all trees not having to use a ladder.

All plants shall be maintained and determined by the plant material. Flowering shrubs shall be pruned in the proper following flower season. All plants shall be kept pruned away from all structures.

The vendor shall prune all hedges and plant materials under the direction of health department representative(s).

"Maintenance pruning" of trees shall consist of the removal of dead and/or broken branches; suckers, sprouts or foreign growths from the tree base or below; and pruning

ATTACHMENT A
Scope of Services

to prevent encroachment of branches over street, into private property, obscuring view of signs or traffic, particularly at road intersections, or interference with lighting.

All tree pruning shall be accomplished with standard practices as follows: Use clean sharp cutting tools designed for pruning; do not use machetes for any pruning or trimming. Cut branches 1/4" away from collar to promote healing, leaving no stubs. Remove from all trees, vines, debris, signs or any other material attached to the trunk.

Remove all dead or broken branches, including dead palm fronds from trees cut close to the trunk.

Special emphasis will be placed on safety during tree pruning operations, particularly when working over or adjacent to roads or walkways using safety cones.

The vendor shall trim all dead tree limbs accessible from the ground, as required, and in accordance with Industry Standards Arborist guidelines. Trees that overhang parking areas will be kept trimmed so that limbs do not come into contact with parked cars. All tree cutting/debris shall be removed from the site on the same day as cut.

PEST CONTROL

SITE	ADDRESS
1	Jupiter Health Center 6504 Indiantown Road, Jupiter, FL 33458
2	Northeast Health Center 851 Avenue "P", Riviera Beach, FL 33404
3	West Palm Beach Health Center 1150 45th Street, WPB, FL 33407
4	C.L. Brumback Health Center 38754 State Road 80, Belle Glade, FL 33430
5	Lantana Health Center 1250 Southwinds Drive, Lantana, FL 33463
6	Administration Building 800 Clematis St, West Palm Beach, FL 33401
7	Pahokee Glades Health Center 1839 E Main St, Pahokee, 33476

Provide Pest Control for all sites. The vendor shall use a trained and licensed applicator to monitor and spray for insects, pests and fungus harmful to turf, trees and plants, a minimum of three (3) times a year during the months of April, August, and December with insecticides and fungicides. Fire ant control shall be done on each site visit by approval of Facilities Management Representative.

The vendor is responsible for insect pests and fungus that damage grass, trees and all plant life. The vendor shall replace all damage at his expense.

ATTACHMENT A
Scope of Services

WEEDING

Weeding and cleaning of all planters, plant beds, including all hedges and ringed areas around trees, will be completed during each site visit to maintain a manicured appearance. For the purpose of this specification a weed will be considered as any undesirable or misplaced growth by Facilities Management Representative. Weeding shall be accomplished by hand or with manual hand tools only. Line trimming machines shall not be used for weeding.

Herbicides and Pre-murse shall also be used as a means of weed control in conjunction with this task.

Selective broadleaf weed killer shall be used at the request of health department; during the periods of mid-November –mid-March.

MULCHING

SITE	ADDRESS
1	Jupiter Health Center 6504 Indiantown Road, Jupiter, FL 33458
2	Northeast Health Center 851 Avenue "P", Riviera Beach, FL 33404
3	West Palm Beach Health Center 1150 45th Street, WPB, FL 33407
4	C.L. Brumback Health Center 38754 State Road 80, Belle Glade, FL 33430
5	Lantana Health Center 1250 Southwinds Drive, Lantana, FL 33463
6	Administration Building 800 Clematis St, West Palm Beach, FL 33401
7	Pahokee Glades Health Center 1839 E Main St, Pahokee, 33476

Provide mulching for above sites 1, 2, 3, 4, 5, 6 and 7. All mulch shall be approved prior to installation.

Florida Red wood chip mulch, Cypress wood chip mulch, playground chip mulch (where designated) shall be used.

Vendor shall certify that mulch does not contain CCA (Chromium, Copper, Arsenic), demolition or recycled construction wood.

Vendor shall rake mulch on every site visit to enhance aesthetics and break up any underlying hydrophobic layers to allow for better water percolation.

Vendor shall install new mulch in all plant beds, hedges and tree rings and other

ATTACHMENT A
Scope of Services

currently mulched areas, two (2) times a year in April and October. Mulch shall be installed to raise the mulch bed to a minimum depth of three (3) inches.

Vendor shall remove all weeds and unwanted plant growth from mulch beds prior to mulching by approval of Facilities Management Representative.

Vendor shall not pile mulch up against tree trunks. Keep mulch a minimum of 3 inches away from trunks and stems of young trees and shrubs and 8 inches away from the trunks of older trees and shrubs.

The vendor shall provide a copy of receipts showing quantities of mulch purchased to the health department representative no later than one working day after services have been rendered.

FERTILIZING

SITE	ADDRESS
1	Jupiter Health Center 6504 Indiantown Road, Jupiter, FL 33458
2	Northeast Health Center 851 Avenue "P", Riviera Beach, FL 33404
3	West Palm Beach Health Center 1150 45th Street, WPB, FL 33407
4	C.L. Brumback Health Center 38754 State Road 80, Belle Glade, FL 33430
5	Lantana Health Center 1250 Southwinds Drive, Lantana, FL 33463
6	Administration Building 800 Clematis St, West Palm Beach, FL 33401
7	Pahokee Glades Health Center 1839 E Main St, Pahokee, 33476

Provide fertilizing for above sites 1, 2, 3, 4, 5, 6 and 7. Vendor shall not start fertilizing procedure until given approval to start by health department representative.

Vendor shall have soil tests done for all sites by an agricultural laboratory, to determine proper fertilization needs and provide copy of results to health department representatives, prior to first application. The costs for tests shall be at the Vendor's expense.

The vendor shall fertilize all lawns three (3) times per year using a complete slow release fertilizer containing all micro-nutrients; based on agricultural laboratory results. Application shall be applied as per manufacturer's label instructions during the months of March, August, and November. A weed and Feed Fertilizer shall be used at sites with Saint Augustine grass during the months of March and November.

ATTACHMENT A
Scope of Services

Fertilize all hedges, shrubs, palms, pines, etc., three (3) times per year using a complete slow release fertilizer containing all micronutrients. The amount of application shall not be less than that specified by the product manufacturer and shall be applied during the months of March, August, and November.

Fertilize all shade trees three (3) times per year using a complete slow release fertilizer containing all micronutrients at a rate of one (1) lb., per one (1) inch of tree trunk caliper. Measure caliper at three (3) feet above finish grade. Fertilize during the months of March, August and November.

Fertilize all flowering shrubs three (3) times per year using a complete slow release fertilizer containing all micronutrients. Fertilize during months of March, August and November.

Fertilize Ixora with acid forming fertilizer containing all micronutrients (8-10-10 or equivalent) during March and June fertilization period and Miracid or Chelated Iron during the August and November fertilization period.

Fertilize Palms three (3) times per year during months of March, August and November using Palm Fertilizer containing all micronutrients.

The application of fertilizer will require health department representative(s) to be present during fertilization. All phases of the fertilization process shall be completed in conjunction with the lawn fertilization schedule.

ANNUALS

SITE	ADDRESS
1	Jupiter Health Center 6504 Indiantown Road, Jupiter, FL 33458
2	Northeast Health Center 851 Avenue "P", Riviera Beach, FL 33404
3	West Palm Beach Health Center 1150 45th Street, WPB, FL 33407
4	C.L. Brumback Health Center 38754 State Road 80, Belle Glade, FL 33430
5	Lantana Health Center 1250 Southwinds Drive, Lantana, FL 33463
6	Administration Building 800 Clematis St, West Palm Beach, FL 33401

Provide Annuals for sites 1, 2, 3, 4, 5 and 6. Annual flowers: replacement of existing annuals will be done 2 times per year (April, November). Major renovation of annual beds shall be accomplished once per year in November.

**ATTACHMENT A
Scope of Services**

Location of Annual Plant materials is to be near the main entrance, and within existing planting beds as specified by the local building manager. Provide 60 bedding plants, 2 times per year, as specified.

Replacement of dead or injured plants due to pests or contractor negligence will be done without cost to client.

Annuals and perennial bedding plants shall be fertilized monthly, at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting, and applied thereafter according to label directions. The contractor will be responsible for weed control.

OTHER SERVICES

Other landscape services and materials may be provided under this bid at the authorization of the Facilities Manager. The Price Page shows the following three rates: the hourly labor rate for a truck, general hand tools and landscape equipment required to accomplish the task and 2 workers, the hourly rate per additional worker and the percentage markup over cost for materials. Rates for other services include all terms and conditions.

LOCATIONS/SITES VISTATION FORM

SITE	BUILDING MANAGER	ADDRESS	INCLUDED AREA (S)	SIGNATURE/DATE BUILDING MGR.
1	Lynn McCullough 561-722-8558	Jupiter Health Center 6504 Indiantown Road Jupiter, FL 33458	ALL	
2	Lynn McCullough 561-722-8558	Northeast Health Center 851 Avenue "P" Riviera Beach, FL 33404	ALL	
3	Arthur Sienes 561-707-2119	West Palm Beach Health Center 1150 45th Street WPB, FL 33407	All including Lift Station, Fence, and Road boundaries	
4	Arthur Sienes 561-707-2119	C. L. Brumback Health Center 38754 State Road 80 Belle Glade, FL 33430	All to DCF sidewalk	
5	Lynn McCullough 561-722-8558	Lantana Health Center 1250 Southwinds Drive Lantana, FL 33463	ALL	
6	Lynn McCullough 561-722-8558	Administration Building 800 Clematis St	ALL	

**ATTACHMENT A
Scope of Services**

		West Palm Beach, FL 33401		
7	Arthur Sienes 561-707-2119	Pahokee-Glades Health Center 1839 E Main St, Pahokee, FL33476	ALL	

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)

SITE	ADDRESS	ANNUAL COST by Location FY 2018/2019 (Internal Cost Allocation)
1	Jupiter Health Center 6504 Indiantown Road Jupiter, FL 33458	\$ _____
2	Northeast Health Center 851 Avenue "P" Riviera Beach, FL 33404	\$ _____
3	West Palm Beach Health Center 1150 45th Street WPB, FL 33407	\$ _____
4	C.L Brumback Health Center 38754 State Road 80 Belle Glade, FL 33430	\$ _____
5	Lantana Health Center 1250 Southwinds Drive Lantana, FL 33463	\$ _____
6	Administration Building 800 Clematis Street West Palm Beach, FL 33401	\$ _____
7	Pahokee Glades Health Center 1839 East Main St, Pahokee, FL 33476	\$ _____

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)

SITE	ADDRESS	ANNUAL COST by Location FY 2019/2020
1	Jupiter Health Center 6504 Indiantown Road Jupiter, FL 33458	\$ _____

**ATTACHMENT A
Scope of Services**

2	Northeast Health Center 851 Avenue "P" Riviera Beach, FL 33404	\$ _____
3	West Palm Beach Health Center 1150 45th Street WPB, FL 33407	\$ _____
4	C.L Brumback Health Center 38754 State Road 80 Belle Glade, FL 33430	\$ _____
5	Lantana Health Center 1250 Southwinds Drive Lantana, FL 33463	\$ _____
6	Administration Building 800 Clematis Street West Palm Beach, FL 33401	\$ _____
7	Pahokee Glades Health Center 1839 East Main St, Pahokee, FL 33476	\$ _____

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)

SITE	ADDRESS	ANNUAL COST by Location FY 2020/2021
1	Jupiter Health Center 6504 Indiantown Road Jupiter, FL 33458	\$ _____ —
2	Northeast Health Center 851 Avenue "P" Riviera Beach, FL 33404	\$ _____ —
3	West Palm Beach Health Center 1150 45th Street WPB, FL 33407	\$ _____ —
4	C.L Brumback Health Center 38754 State Road 80 Belle Glade, FL 33430	\$ _____ —
5	Lantana Health Center 1250 Southwinds Drive Lantana, FL 33463	\$ _____ —
6	Administration Building 800 Clematis Street West Palm Beach, FL 33401	\$ _____ —
7	Pahokee Glades Health Center 1839 East Main St, Pahokee, FL 33476	\$ _____ —

**ATTACHMENT A
Scope of Services**

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)
(Internal Cost Allocation)

July 2018 – June 2019

Months	Service Frequency	Pest Control	Mulch	Fertilizer	Annuals	Cost by Month
January	10					\$
February	10					\$
March	10			X		\$
April	7	X	X		X	\$
May	7					\$
June	7					\$
July	7					\$
August	7	X		X		\$
September	7					\$
October	7		X			\$
November	10			X	X	\$
December	10	X				\$
		Annual				\$

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)

July 2019 – June 2020

Months	Service Frequency	Pest Control	Mulch	Fertilizer	Annuals	Cost by Month
January	10					\$
February	10					\$
March	10			X		\$
April	7	X	X		X	\$
May	7					\$
June	7					\$
July	7					\$
August	7	X		X		\$
September	7					\$
October	7		X			\$
November	10			X	X	\$
December	10	X				\$
		Annual				\$

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)

**ATTACHMENT A
Scope of Services**

July 2020 – June 2021

Months	Service Frequency	Pest Control	Mulch	Fertilizer	Annuals	Cost by Month
January	10					\$
February	10					\$
March	10			X		\$
April	7	X	X		X	\$
May	7					\$
June	7					\$
July	7					\$
August	7	X		X		\$
September	7					\$
October	7		X			\$
November	10			X	X	\$
December	10	X				\$
		Annual				\$

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)

July 2021– June 2022

Months	Service Frequency	Pest Control	Mulch	Fertilizer	Annuals	Cost by Month
January	10					\$
February	10					\$
March	10			X		\$
April	7	X	X		X	\$
May	7					\$
June	7					\$
July	7					\$
August	7	X		X		\$
September	7					\$
October	7		X			\$
November	10			X	X	\$
December	10	X				\$
		Annual				\$

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)

July 2022 – June 2023

Months	Service Frequency	Pest Control	Mulch	Fertilizer	Annuals	Cost by Month
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**ATTACHMENT A
Scope of Services**

January	10					\$
February	10					\$
March	10			X		\$
April	7	X	X		X	\$
May	7					\$
June	7					\$
July	7					\$
August	7	X		X		\$
September	7					\$
October	7		X			\$
November	10			X	X	\$
December	10	X				\$
		Annual				\$

INFORMATIONAL SHEET

(Required to be completed by successful bidder, after bid award)

July 2023 – June 2024

Months	Service Frequency	Pest Control	Mulch	Fertilizer	Annuals	Cost by Month
January	10					\$
February	10					\$
March	10			X		\$
April	7	X	X		X	\$
May	7					\$
June	7					\$
July	7					\$
August	7	X		X		\$
September	7					\$
October	7		X			\$
November	10			X	X	\$
December	10	X				\$
		Annual				\$

**ATTACHMENT B
PRICE PAGE**

A single award will be made to the responsive, responsible Provider offering the grand total price for the items requested in this ITB including delivery, FOB destination.

Unit price will control in the case of mathematical error(s).

No changes should be made to the format of this price page.

Description	Term	Price
Landscape Maintenance Services for seven (7) Palm Beach County Health Department Sites	Initial Term	\$ _____ Year One (7/1/18-6/30/19)
		\$ _____ Year Two (7/1/19-6/30/20)
		\$ _____ Year Three (7/1/20-6/30/21)
		Initial Term Total \$ _____
Landscape Maintenance Services for seven (7) Palm Beach County Health Department Sites	Renewal Term	\$ _____ Year Four (7/1/21-6/30/22)
		\$ _____ Year Five (7/1/22-6/30/23)
		\$ _____ Year Six (7/1/23-6/30/24)
		Renewal Term Total \$ _____
<p>OTHER SERVICES (estimated quantities)</p> <p>LABOR RATE, TRUCK WITH 2 WORKERS - \$ _____ Per Hour x 600 Hours = \$ _____</p> <p>LABOR RATE PER ADDITIONAL WORKER - \$ _____ Per Hour x 600 Hours = \$ _____</p> <p>MARKUP ON <u>MATERIALS</u> _____ % x \$15,000.00 = \$ _____</p> <p>(Extra mulch, staking kits, weed mat, etc. quantity may be higher or lower with no penalty or additional cost to the department)</p>		
	<p>GRAND TOTAL <i>(Initial Term + Renewal Term + other Services = Grand Total)</i></p>	\$ _____

**ATTACHMENT B
PRICE PAGE**

Provider Name: _____

Provider Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting Contract including those contained in the Order.

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Provider's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

**ATTACHMENT C
REFERENCE FORM**

Provider's Name:

Providers must provide contact information for three references evidencing 3 years of experience in the last 3 years in Landscaping Services. Providers must use this reference form to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Provider's responsibility. The Department's determination is not subject to review or challenge.

1.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	What products/services were provided?	
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy	
2.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	What products/services were provided?	
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy	

**ATTACHMENT C
REFERENCE FORM**

3.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	What products/services were provided?	
	Begin and End Dates: mm/dd/yyyy to mm/dd/yyyy	

**ATTACHMENT D
STATEMENT OF NON-COLLUSION**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Bid, proposal or reply. This Bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Provider, Respondent, or Vendor to the provisions of this Bid, proposal or reply.

Signature of Authorized Representative*

Date

*An authorized representative is an officer of the Provider's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

ATTACHMENT E
Application Data Security and Confidentiality

This attachment is for the purpose of ensuring adequate information security protection is in place in at all times during this contract between the Department of Health hereinafter referred to as “the (Department)” and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as “Providers” in this attachment.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:
 - a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the Department in performance of this contract. Provider will provide immediate notice to the Department’s Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.
 - b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrates the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce a status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audits noted deficiencies. The Department has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider’s expense.
 - c. At the request of the Department, Provider will obtain a current American Institute of Certified Public Accountants (AICPA) “Standards for Attestation Engagements no. 16” (SSAE 16).
 - d. Loss or Breach of Data: In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, Provider will be responsible for recreating such lost data, if possible, in the manner and on a schedule set by the Department at Provider’s sole expense. This will be in addition to any other damages the Department may be entitled to by law or the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any loss or breach of data, due to a failure to maintain adequate security and any costs to the Department for the loss or breach of security caused by Provider.
 - e. Data Protection: No State data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Operations. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and State data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted

ATTACHMENT E
Application Data Security and Confidentiality

outside of the network or over a medium not entirely owned or managed by the Department. Provider agrees to protect, indemnify, defend, and hold harmless the Department and State from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Provider's loss or breach of data or the negligent acts or omissions of Provider related to this subsection.

- f. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to administrative sanctions, together with any costs to the Department of such breach of security.
- g. Data Retention: Provider must retain data as follows:
 - i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all state data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
 - ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.
 - iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all state data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:

- a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.
 - i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.
 - ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.
- b. Department employees will be accountable for their account activity.
 - i. Audit records will allow actions of users to be uniquely traced for accountability purposes.
 - ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least ten (10) characters to include an upper and lowercase letter, a number, and a special character.

ATTACHMENT E
Application Data Security and Confidentiality

- iii. Department employees must log-off or lock their workstations prior to leaving the work area.
 - iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.
 - c. Department employees must not disable, alter, or circumvent Department security measures.
 - d. Computer monitors must be protected to prevent unauthorized viewing.
 - e. Consultation involving confidential information must be held in areas with restricted access.
 - f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.
 - g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a “need-to-know” basis only.
 - h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management’s notification of a security violation.
 - i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.
 - j. All employees are responsible for protecting Department data, resources, and assets in their possession.
 - k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies, or suspected/potential breach of security.
 - l. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.
3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida’s Agency for Healthcare Administrative, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:
- a. Follow all Department and State data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM.
 - b. Use of any connection to the Department’s network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department’s network.

ATTACHMENT E
Application Data Security and Confidentiality

- c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.

Provider agrees to protect, indemnify, defend, and hold harmless the Department and State from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to Provider's loss or breach of data originating from the Department, or the negligent acts or omissions of Provider related to this subsection.

4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.

Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this agreement. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department.