REQUEST FOR PROPOSALS
PROVIDE AND INSTALL AN AUTOMATED MEDICATION DISPENSING SYSTEM

RFP # FSH 2017-001
RELEASE DATE: NOVEMBER 14, 2016
COMMODITY CODE: 42192600

OFFICE OF MATERIALS MANAGEMENT
FY 16-17
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NOTE: In addition to the Appendices included in this document, the Appendix listed as XIV – XV above are stand-alone documents that must be included in this solicitation.

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REQUEST FOR PROPOSAL

A. INTRODUCTION

1. STATEMENT OF NEED

Florida State Hospital and North Florida Evaluation & Treatment Center, hereinafter referred to as the Hospital(s), is seeking competitive proposals for the provision and installation of an Automated Medication Dispensing System in all specified resident areas throughout each campus. This solicitation is issued in accordance with provisions set forth in Section 287.057, Florida Statutes, Chapter 60A-1 of the Florida Administrative Code, and applicable Department policies and procedures. Any person interested in submitting a proposal must comply with any and all terms and conditions described in this Request for Proposal (RFP).

2. STATEMENT OF PURPOSE

Florida State Hospital is a 1,000+ bed mental health treatment facility located in Chattahoochee, FL with a full service pharmacy that provides medications as needed for all residents. These medications are provided in approximately 39 resident wards in 16 buildings located across a 400+ acre campus. Routine medications for each resident are prepared in a medication cart on a weekly basis in a designated area of the central pharmacy. The cart is delivered to the unit and manually inventoried and dispensed by the nurse on duty. All inventories and dispensing activities are recorded manually.

North Florida Evaluation & Treatment Center is a 200+ bed mental health treatment facility located in Gainesville, FL with a full service pharmacy that provides medications as needed for all residents. Medications are provided in approximately 10 buildings across a 55+ acre campus. Routine medications for each resident are prepared in a medication labeled bag on a daily basis inside the central pharmacy. The labeled bag is delivered to the unit and manually inventoried and dispensed by the nurse on duty. All inventories and dispensing activities are recorded manually.

The desired system will increase safety and accuracy of medication administration by allowing bulk storage of routine medications in resident areas, providing electronic inventory and dispensing records and requiring positive identification of patient and staff for access to a particular medication.

An automated dispensing system will lower cost and improve availability through a more accurate inventory management and allow charges and credits to be posted in a timely manner as medications are dispensed or returned to the dispensing device. This will enhance billing accuracy, improve reimbursement times and produce a net effect of increased revenues due to greater efficiency and accuracy.

The system will provide improved tracking of medication movements within the hospitals. This will increase accountability and enhance the facilities compliance with state and federal laws and guidelines.

3. TERM OF AGREEMENT

The anticipated start date of the resulting contract is February 13, 2017 and all work be completed by June 30, 2017.

4. DEFINITIONS

1. Campus: This is the entire area of the hospital or facility grounds, including those buildings used for the provision of resident services, or subleased or rented to other agencies by the department, as well as vacant buildings.

2. Certified Minority Business Enterprise: Has the same meaning as that provided in s. 288.703(4), Florida Statutes.

3. Consultation: The provision of professional advice or services upon request.

4. Contract Manager: The Hospital employee responsible for enforcing performance of contract terms and
conditions on behalf of the Hospital.

5. **Department:** Department means the State of Florida, Department of Children and Families, or its successor in interest. Department is specifically intended to include officers, agents, and employees of the department. The word, “department,” as used herein, is intended to subsume and include the entity that is responsible for mental health and developmental disabilities within the State of Florida, regardless of name.

6. **External Communications:** Any exchange of information regarding this Request for Proposals that originates outside of the department and its employees.

7. **Forensic Area:** Areas within the Hospital designated for the purpose of housing and providing treatment for those residents that are at this facility as a result of court action under Chapter 916, Florida Statutes.

8. **Vendor:** Any qualified private sector business entity, non-profit or for-profit organization that has timely responded to all of the applicable provisions of this Request for Proposals. By explicit statement within the Introduction, “vendor” is synonymous with “qualified vendor” in that all vendors must be qualified in order to participate in the request-for-proposal-process.

9. **Provider:** The responsive private sector business entity, non-profit or for-profit organization which provides the services contemplated by this Request for Proposals as a result of being awarded a contract to do so. The use of the terms “successful vendor,” “selected vendor,” or any similar term is synonymous with the term provider.

10. **Qualified Vendor:** Any private sector business entity or non-profit or for-profit organization desiring to respond to this Request for Proposals; having the capability in all respects to perform fully the contract requirements; and having the integrity and reliability that will assure good faith performance.

11. **Request for Proposals:** This term in general refers to a written solicitation for competitive sealed proposals meeting the specifications delineated in the solicitation document. As used herein, it is the entirety of the procurement documents, including attachments and subsequent addenda.

12. **Resident:** Those persons residing in or receiving services from a Developmental Services or Mental Health facility. This includes those voluntarily and involuntarily admitted persons meeting the criteria of Chapter 393, Florida Statutes and individuals placed in the facility by the department pursuant to s. 916.13, 916.15 and 916.302, Florida Statutes. This also includes those voluntarily and involuntarily committed adults meeting the criteria of Chapter 394, Florida Statutes, individuals placed in the facility by the department pursuant to s. 916.105(3), Florida Statutes, and persons detained under federal court orders recognized by the provisions of Title 18 U.S.C. and the Interstate Compact adopted as part of Chapter 394, Florida Statutes.

5. **SUPPORTING DOCUMENTATION**

This table lists the supporting documentation, and the associated link to download the supporting documentation.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Description</th>
<th>Link</th>
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<tbody>
<tr>
<td>PUR 1000</td>
<td>General Contract Conditions</td>
<td><a href="http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf">http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf</a></td>
</tr>
</tbody>
</table>
5.a. Form PUR 1000 (Appendix XIV)
The “General Contract Conditions” Form PUR 1000 is incorporated by reference into the Department’s Standard Integrated Contract.

5.b. Form PUR 1001 (APPENDIX XV)
The standard “General Instructions to Respondents” Form PUR 1001 (10/06) is hereby incorporated into this RFP by reference as if fully recited herein. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this RFP, the terms of this RFP shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence.

B. RFP PROCESS

1. CONTACT PERSON

This RFP is issued by the State of Florida, Department of Children and Families, Florida State Hospital, Materials Management Department and North Florida Evaluation & Treatment Center. The Hospital’s contact person for all communication regarding this RFP is:

Scott Forehand, Procurement Manager

Mailing Address:

Florida State Hospital
Building 1153
Post Office Box 1000
Chattahoochee, Florida 32324-1000
(850) 663-7224

Email: Scott.Forehand@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. mail or other common courier. **No facsimiles or telephone calls will be accepted for any reason.**

2. LIMITATIONS ON CONTACTING HOSPITAL PERSONNEL

2.a. Respondents or persons acting on their behalf may not contact, between the release of this RFP and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded) following the Hospital’s posting of the notice of intended award, Hospital personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to contact person identified in Section B.1 above. Any such contact by an affiliate, a person with a relevant business relationship with a Respondent or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of the Respondent unless otherwise known.

2.b. Violation of the provisions of Section 2.a of this RFP will be grounds for rejecting a response, if determined by the Hospital, in its sole discretion, to be material in nature. Violation of Section 2.a is material in nature if the contact (oral, electronic or written):

- is heard or read by a person, prior to the completion of that person’s final duties under this RFP, which person is responsible for reviewing, evaluating, scoring, ranking or selecting Respondents under this RFP or for advising any such person
- advocates for the selection of the Respondent, the disqualification of any other Respondent or the rejection of all bids; (ii) comments on the qualifications of any Respondent or the responsiveness of any proposal; (iii) presents additional information favorable to the Respondent or adverse to another Respondent or (iv) otherwise seeks to influence the outcome of this RFP
• May not be waived as a minor irregularity by virtue of the nature, intent and extent of the information conveyed

The foregoing does not preclude a determination by the Hospital that other forms of contact are material violations of the provisions of this RFP.

2.c. All electronic and written communications referred to in this Section 2 are subject to the public records law.

3. POSTING

All notices, decisions and intended decisions and other matters relating to this RFP will be electronically posted on the Department of Management Services Vendor Bid System (VBS) website located at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu

Then:
1. Click on Search Advertisements
2. Under “Agency” select Department of Children and Families
3. Scroll down to the bottom of the screen and click on “Initiate Search.”

3.a. Clarifications or Addenda to the RFP. Information regarding any addenda to this RFP and copies of written Hospital responses to questions resulting in clarifications or addenda to RFP will be electronically posted at the VBS web address posted in Section B.3.

3.b. It is the responsibility of the Respondent to check the VBS for addenda or clarification to this RFP.

4. PUBLIC ENTITY CRIMES

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 the 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 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 from the date of being placed on the convicted vendor list.

5. RESPONDENT DISQUALIFICATION

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Department or any other State Agency in a manner satisfactory to the Department/State Agency will be sufficient cause for disqualification or termination. To be disqualified as a Respondent under this provision, the Respondent must have:

(1) Previously failed to satisfactorily perform in a contract with the Department or any other State Agency, been notified by the Department/State Agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department/State Agency;

(2) Had a contract terminated by the Department/State Agency for cause; or

(3) Failed to sign a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Contract/Subcontracts (Appendix III) prior to contract execution.

6. DISCRIMINATORY VENDOR LIST

Pursuant to section 287.134, F.S., the following restrictions are placed on the ability of persons placed on the discriminatory vendor list to transact business with the Department: When an entity or affiliate has been placed
on the discriminatory vendor list, he/she may not submit a bid on a Contract to provide any goods or services to a public entity, submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, submit bids on leases of real property to a public entity, be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, or transact business with any public entity.

7. SCHEDULE OF EVENTS AND DEADLINES

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<th>TIME</th>
<th>ADDRESS</th>
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<tr>
<td>RFP advertised and released on Florida VBS</td>
<td>November 14, 2016</td>
<td>3:00 PM</td>
<td>DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbswww.main_menu">http://myflorida.com/apps/vbs/vbswww.main_menu</a> See Section B.3 for instructions</td>
</tr>
<tr>
<td>Deadline to Submit Notice of Intent to Submit a Proposal and Registration for Site Visit/Solicitation Conference</td>
<td>November 22, 2016</td>
<td>3:00 PM</td>
<td><a href="mailto:Scott.Forehand@myflfamilies.com">Scott.Forehand@myflfamilies.com</a> Contact person listed in Section B.1</td>
</tr>
<tr>
<td>Mandatory Site Visit/Orientation Tour/Solicitation Conference</td>
<td>November 29, 2016</td>
<td>9:00 AM</td>
<td>Florida State Hospital 1153 Maple Street Chattahoochee, FL Building# 1153 Room# 105 Purchasing Department Conference Rm. Contact: Scott Forehand 850-663-7224</td>
</tr>
<tr>
<td>Mandatory Site Visit/Orientation Tour/Solicitation Conference</td>
<td>November 30, 2016</td>
<td>9:00 AM</td>
<td>North Florida Evaluation and Treatment Center 1200 Northeast 55th Blvd. Gainesville, Fl. 32641 Second Floor Classroom III Contact: Angela Gregory 904-259-6211</td>
</tr>
<tr>
<td>Submission of written inquiries must be received by:</td>
<td>December 6, 2016</td>
<td>3:30 PM</td>
<td>Attn: Scott Forehand Procurement Manager <a href="mailto:Scott.Forehand@myflfamilies.com">Scott.Forehand@myflfamilies.com</a> Contact person listed in Section B.1</td>
</tr>
<tr>
<td>Sealed Proposals must be received by the Department:</td>
<td>January 13, 2017</td>
<td>2:00 PM</td>
<td>Attn: Scott Forehand Procurement Manager Florida State Hospital – Purchasing 100 North Main Street Building 1153 Chattahoochee, FL. 32324</td>
</tr>
<tr>
<td>Proposal Opening and Review of Mandatory Requirements:</td>
<td>January 13, 2017</td>
<td>2:05 PM</td>
<td>Florida State Hospital 1153 Maple Street Chattahoochee, FL Building# 1153 Room# 105 Purchasing Department Conference</td>
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8. NOTICE OF INTENT TO SUBMIT A PROPOSAL

Respondents who are interested in responding to this RFP may submit a Notice of Intent to Submit a Proposal (Appendix I) to the Procurement Manager specified in Section B.1, on or before the date and time specified in the Schedule of Events and Deadlines (Section B.7). Submission of a Notice of Intent is NOT a pre-requisite for acceptance of proposals from Respondents.

Small Businesses, Certified Minority and Women’s Business Enterprises are encouraged to participate in any conferences, conference calls, pre-solicitation, or pre-bid meetings which are scheduled. All Respondents shall be accorded fair and equal treatment.

9. MANDATORY SITE VISIT/FACILITY ORIENTATION TOUR

The purpose of the Mandatory Site Visit/Facility Orientation Tour is to familiarize interested Respondents with the environment in which the system is to be installed. Representatives of interested Respondents and other attendees must contact the contact person listed in Section B.1 of this solicitation document to register for the Site Visit/Facility Orientation Tour no later than the date and time listed in Section B.7, Schedule of Events and Deadlines. The Site Visit/Facility Orientation Tour is a pre-requisite for acceptance of proposals from Respondents.

9.a. While Respondents will be able to ask additional questions during the Site Visit/Facility Orientation Tour, Respondents should be aware that any oral explanations or instructions are not binding and should not be relied on in the absence of written confirmation. The Department reserves the right not to address any questions raised for the first time at the Site Visit/Facility Orientation Tour until the questions have been later submitted in writing. Respondents will have until the date and time specified in Section B.7 to submit these or additional written inquiries to the Hospital’s contact person for this RFP.

9.b. Only responses posted on the VBS website are to be considered official Hospital responses by the Respondent.

10. MANDATORY SOLICITATION CONFERENCE

10.a. The purpose of the Solicitation Conference is to review the RFP with interested Respondents so that areas of misunderstanding or ambiguity are clarified. Representatives of interested Respondents and other attendees attending the Conference must register their attendance by completing the registration forms available at the Conference. Since this site visit/conference is mandatory, failure to participate and/or
properly register will disqualify a Respondent from eligibility for the contract award. In this regard, no attendance exceptions will be made under any circumstances.

The Solicitation Conference for this RFP will be held at the location and time specified in Section B.7, Schedule of Events and Deadlines.

10.b. Written answers to any questions received prior to the Solicitation Conference from Respondents will be provided during the formal question and answer period. While Respondents will be able to ask additional questions during the Solicitation Conference, Respondents should be aware that any oral explanations or instructions are not binding and should not be relied on in the absence of written confirmation. The Department reserves the right not to address any questions raised for the first time at the Solicitation Conference until the questions have been later submitted in writing. Respondents will have until the date and time specified in Section B.7 to submit these or additional written inquiries to the Hospital's contact person for this RFP.

10.c. Only responses posted on the VBS website are to be considered official Hospital responses by the Respondent.

11. WRITTEN INQUIRIES

Prospective Respondent questions will only be accepted if submitted in writing to the Contact Person specified in Section B.1 and received on or before the date and time specified in Section B.7. No questions will be accepted by facsimile or telephone.

All verbal questions that arise during the site visit/facility orientation tour and/or the solicitation conference, are required to be submitted in writing by the deadline specified in section B.7.

Copies of the responses to all inquiries, and clarifications and/or addenda if made to the RFP, will be made available through electronic posting on the VBS website at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu

12. ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF MINOR IRREGULARITIES

12.a. Proposal Deadline Proposals must be received by the Hospital no later than the time and date at the address listed in Section B.7. At the sole discretion of the Department, any proposals that are not received at the specified address, by the specified date and time, may be not be evaluated. All methods of delivery or transmittal to the Department’s contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Vendor. Any proposal submitted shall remain a valid offer for at least 90 days after the proposal submission date. Except as provided in Section B.12.c below, no changes, modifications, or additions to the proposal submitted (after the deadline for proposal opening has passed) will be accepted by or be binding on the Hospital.

12.b. Receipt Statement Proposals not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the vendor by the Hospital. The Hospital will retain one unopened copy for use in the event of a dispute.

12.c. Right to Reject or to Waive Minor Irregularities Statement

The Hospital reserves the right to reject any and all proposals or to waive minor irregularities, but is under no obligation to do so. Minor irregularity is defined as a variation from the RFP terms and conditions which does not affect the price of the proposal, give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interest of the Hospital. At its option, the Hospital may correct minor irregularities but is under no obligation to do so. In doing so the Hospital may request a Respondent to provide, and at the request of the Hospital the Respondent may provide to the Hospital, additional materials to correct the irregularity. However, the Hospital will not request and a Respondent may not provide the Hospital with additional materials that
affect the price of the proposal, or give the Respondent an advantage or benefit not enjoyed by other Respondents.

The Hospital reserves the right to withdraw this RFP, even after an award has been made, if to do so would be in the best interests of the state.

13. WITHDRAWAL OF PROPOSAL

A written request for withdrawal, signed by the Respondent may be considered if received by the Department within 72 hours after the proposal opening time and date indicated in Section B.7. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error on the part of the Respondent.

14. PROTESTS AND DISPUTES

14.a. Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, Florida Administrative Code (F.A.C.). Any person who is adversely affected by decision or intended decision made by the Department pursuant to this solicitation shall file with the Department a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the notice of decision, or intended decision.

14.b. With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term “solicitation” includes any addendum, response to written questions, clarification or other document concerning the terms, conditions or specifications of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

14.c. When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in this solicitation), the protestor must post a bond equal to one percent (1%) of the Hospital’s estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Hospital shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to section 120.57(3), F.S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST. In lieu of a bond, the Hospital may accept a cashiers check, official bank check, or money order in the amount of the bond. Upon issuance of a final order, if the Hospital prevails and if no appeal is taken, the bond shall be returned to the protestor upon payment of all costs and charges adjudged against the protestor in the final order. However, if the protestor prevails and if no appeal is taken, the bond shall be returned to the protestor.

14.d. A notice of protest, formal protest and bond are “filed,” when received by the contact person listed in Section B.1 of this RFP. Filing may be achieved by hand-delivery, courier, US Mail, or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the Department’s contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. 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 WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.
C. PROPOSAL EVALUATION AND AWARD

1. EVALUATION AND AWARD PROCESS

The Hospital intends to award the contract to the responsible and responsive Respondent whose proposal is determined by the Hospital Administrator or her designee to be the most advantageous to the state. The Hospital’s evaluators will develop a recommended ranking of all proposals determined to be responsive by the Procurement Manager. The Procurement Manager will provide the Administrator or her designee the recommended ranking of the Hospital’s evaluators, along with the report and recommendation for final action. The Hospital will award the contract based on a final selection by the Administrator or her designee, who will consider the relative importance of price and other evaluation criteria set forth in Section C.5.a of this solicitation. The Administrator or designee may also make a determination as to whether to deem one or more vendors ineligible for award. The Hospital will electronically post the Administrator’s or designee’s final decision and intent to award in accordance with s. 120.57(3)(a), F.S. and Rule 60A-1.021, F.A.C.

2. APPLICATION OF MANDATORY REQUIREMENTS

a. The Procurement Manager will examine each proposal to determine whether the proposal meets the Mandatory Requirements specified in Appendix V.

b. A proposal that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated. No points will be awarded for meeting the Mandatory Requirements. The ranking will not be affected by meeting the Mandatory Requirements. An initial determination that a proposal meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

3. RECOMMENDATION OF EVALUATORS

a. All proposals that meet the Mandatory Requirements and are determined to be otherwise responsive will then be evaluated using the following process:

   • The evaluation of proposals will be made by no less than five (5) nor more than nine (9) Hospital/Department personnel. The evaluators will evaluate each proposal in accordance with the instructions to Evaluators (Appendix VI).

   • The RFP Rating Sheets (Appendices VII through XI) list the evaluation criteria and specific considerations of those criteria used to assess the degree to which the Respondent’s proposal meets those criteria.

   • The Procurement Manager will develop a ranking in accordance with the instructions provided in Appendix VI. This ranking will serve as the recommended ranking of the Hospital’s evaluators.

Evaluation criteria will be grouped in the following categories:

• Category 1 - Programmatic Proposal
• Category 2 - Cost Proposal
• Category 3 – Telephone Reference Survey

Each of these categories will be discussed further in this section.

b. Category 1 - Programmatic Proposal. This portion of the evaluation will be performed independently by all members of the Evaluation Committee and will address specifically:

   • The extent and quality of the Respondent’s experience in the provision and installation of Automated Medication Dispensing Systems similar in nature to that required by the Hospitals

   • The capabilities of providing a mobile medication management system, ease of operation and integrated with the system database of the proposed system

   • The location and availability of repair service when needed – guaranteed on-site response time following notification of a problem. Factory trained service technicians, no third party repair services. Service technician must be an employee of the vendor.
• Manufacturer Support Agreement – Provide yearly software upgrades as they become available at no cost while under the support agreement and provide warranty replacement of hardware at no cost while under support agreement

c. **Category 2 – Cost Proposal.** The Cost Proposal will be evaluated based on the overall cost for equipment and installation:

\[(X \div N) \times A = Z\]

Where;

- \(X\) = Lowest Reasonable Cost Proposal Submitted
- \(N\) = Respondent’s Proposed Cost
- \(A\) = Total Points for Category 2
- \(Z\) = Points Awarded

d. **Category 3 – Telephone Reference Survey.** The Telephone Reference Survey will be evaluated on a rating scale of 1 – 5, 1 being the lowest, 5 being the highest rating level.

- Quality of System Designed/Installed
- Quality of the ease of use with the system
- Quality of finished product
- Completed contract in timely manner
- Quality of Maintenance Service provided after completion of contract
- Overall rating of contractor performance.

4. **RECOMMENDATION OF THE PROCUREMENT MANAGER**

After developing the recommended ranking per Section C.3.a, the Procurement Manager will provide to the Administrator or her designee a report on proposals deemed nonresponsive and, as to those deemed responsive, the scores of the evaluators and, as to those proposals deemed responsive, the recommended ranking of the evaluators, along with a recommendation for final action, which may include a recommendation that one or more otherwise responsive proposals be deemed ineligible pursuant to the terms of this RFP.

5. **SELECTION AND AWARD**

a. The contract will be awarded to the responsible and responsive Respondent whose proposal is determined in writing by the Administrator or her designee to be the most advantageous to the State, taking into consideration the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>RELATIVE VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROGRAMMATIC PROPOSAL</strong></td>
<td></td>
</tr>
<tr>
<td>The extent and quality of the Respondent’s experience in the provision and installation of automated medication dispensing pharmacy systems similar in nature to that required by the Hospitals</td>
<td>20</td>
</tr>
<tr>
<td>The capabilities of providing a mobile medication management system, ease of operation and integrated with the system database of the proposed system</td>
<td>20</td>
</tr>
<tr>
<td>The location and availability of repair service when needed – guaranteed on-site response time following notification of a problem. Factory trained service technicians, no third party repair services. Service technician must be an employee of the vendor.</td>
<td>25</td>
</tr>
<tr>
<td>Manufacturer Support Agreement – Provide yearly software upgrades as they become available at no cost while under the support agreement. Warranty replacement of hardware.</td>
<td>24</td>
</tr>
</tbody>
</table>

| **COST PROPOSAL** |
The Administrator or her designee will make the selection of the Respondent(s) for an intended award of the contract.

- The selection and award by the Administrator or her designee will be based on the criteria set forth in Section C.4 of this solicitation, taking into consideration the recommended ranking of the evaluators and the report and recommendation of the Procurement Manager.

- No scoring by the Administrator or her designee will be required in arriving at this selection and award, but the Administrator or her designee will consider the relative importance of price and other evaluation criteria set forth in Section C.4 of this solicitation. The ranking by the evaluators shall serve as a recommendation only.

- The Administrator or her designee will also make a determination as to whether to deem one or more respondents ineligible for award due to the qualifications of the Respondent or the quality of the proposal.

- The Hospital will electronically post the intended award of the contract by the Administrator or her designee in accordance with the terms of this RFP.

6. IDENTICAL OR TIE RESPONSES

If the Administrator or her designee determines that two (2) or more responses most advantageous to the State are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, Florida Administrative Code and Section 295.187, F.S, the Florida Service-Disabled Veteran Business Enterprise Opportunity Act.

D. THE HOSPITAL’S RESERVED RIGHTS

The Hospital reserves the right to reject any or all proposals or to withdraw this RFP, even after award, if it determines that doing so would be in the best interest of the Hospital.

E. MINIMUM PROGRAMMATIC REQUIREMENTS

1. GENERAL STATEMENT

The selected vendor must comply with all applicable state and federal laws, codes, regulations and standards governing the facility operations in mental health facilities and developmental services facilities. All phases of this project will be performed within the confines of resident buildings at the Hospitals and special precautions will be required. The Hospitals will provide information relative to these precautions during the mandatory solicitation conference on the date listed in Section B.7.

2. SYSTEM REQUIREMENTS

The system must provide:

- A high degree of security and storage capacity to control drug inventory;
- The system must be backward and forward compatible from one operating system to the next and provide yearly software upgrades as they become available at no cost while under the manufacturer support agreement;
- Reliable and customizable interface engine that must interface with the HCS pharmacy application as well as internal applications. Specific requirements for internal applications include, but are not limited to:
  - Interfaces to internal systems must be OBDC compliant for MS SQL Server 2012;
  - ADT (Resident Admission, Discharge, Transfer) interface must be fixed field;
  - Interface with HCS pharmacy system to track individual resident medication administration;

- Provide a single server/database that can support the pharmacy, the automated dispensing cabinets (ADC’s), the mobile carts, and the Narcotic vault.
- Provide remote support services;
- One (1) pharmacy profile console or equivalent software;
- Provide all required Interface license needed;
- Provide 1 high security Narcotic vault at Florida State Hospital, Chattahoochee, FL and 1 at North Florida Evaluation & Treatment Center, Gainesville, FL both with software that will allow for closed loop accountability of controlled substances. This system must reside on the same server/database as the Automated Dispensing Cabinets (ADC);
- Provide 39 automated dispensing cabinets at Florida State Hospital, Chattahoochee, FL;
- Provide 11 automated dispensing cabinets at North Florida Evaluation & Treatment Center, Gainesville, FL.
- Provide 39 refrigerator remote temperature monitoring and locking devices at Florida State Hospital, Chattahoochee, FL;
- Provide 11 refrigerator remote temperature monitoring and locking devices at North Florida Evaluation & Treatment Center, Gainesville, FL.
- Provide 1 ER Specialty Automated Dispensing Cabinet at Florida State Hospital, Chattahoochee, FL;
- Lock lidded drawers in multiple sizes and configurations (high security for secure controlled substances);
- Minimum Windows 7 operating platform;
- Maintain historical data for a minimum of seven (7) years and online cabinet data for a minimum of seven (7) days
- Provide one touch biometrics for expedited access to the ADC. Users must be able to register two (2) separate fingerprints as well;
- Must have current barcode reader technology;
- Provide ADC Pharmacy system with safety features, such as an indicator that prompts the user to the right medication drawer, tall man lettering, and metal lock lidded bins, that assist the nurse, pharmacist, or pharmacy technician during the dispensing, restocking, wasting and return process to reduce medication errors and improve efficiency.
- Capability to identify and track drug diversion;
- Provide a web based software that allows the nurses to remotely generate issues and returns at the cabinet from any network computer/mobile cart, as well as remotely waste controlled substances. This application must allow nursing to create and assign a list of residents to a specific nurse and area for cabinet and remote location.
- Capability to display medication orders and patient profiles;
- Provide repair services from a company employee that must be on-site within 6 hours of each hospital location (Chattahoochee & Gainesville).
- Server requirements:
  - Dell rack-mountable server configuration to adequately run supplied system with capacity for expansion;
  - All applicable software and server licenses required for above server;
  - Backup solution for system that includes both hardware and software;
- Ethernet connectivity as well as wireless for dispensing cabinets, single column tower and refrigerator remote temperature monitoring and locking devices.
- Training at each location (Chattahoochee & Gainesville) must include a detailed implementation project plan, comprehensive software and cabinet mapping training for pharmacy administrators, pharmacy tech restocking training, nursing user training sessions, which includes Nursing Preceptor Program, and ongoing training post implementation.
3. PROGRAMMATIC AUTHORITY

This program is administered under the authority of Florida Statutes and applicable portions of Florida Administrative Code.

4. SCOPE OF SERVICE

Successful vendor will provide all materials, supervision and labor to design and install a state of the art automated medication dispensing system as specified in Section E.2 in all designated resident areas of Florida State Hospital and North Florida Evaluation & Treatment Center. All system software and hardware must be installed and fully operational. All involved Florida State Hospital and North Florida Evaluation & Treatment Center pharmacy and nursing staff must be properly trained to use the software and hardware.

5. TASK LIMITS.

The selected Provider is not authorized by the Hospital to perform any tasks related to the project other than those described in the resulting purchase order without the express written consent or at the request of the Hospital.

6. STAFFING LEVELS

The successful vendor will provide adequate staffing to complete the project within the time frame established.

NOTE: All workers assigned to this project will be subject to Level 2 background checks and must be approved by the Florida State Hospital and North Florida Evaluation & Treatment Center Security Departments prior to entering the work site. It will be the responsibility of the vendor to provide the required NCIC background information on each employee to the Hospitals Security Departments.

7. PROFESSIONAL QUALIFICATIONS.

The successful vendor must hold any and/or all certifications and licenses as required by law to perform this contract. The vendor must be authorized and certified as necessary by the manufacturer to install and service the particular brand of equipment included in the proposal.

8. SUBCONTRACTORS.

Subcontracting for services will be permitted as approved in writing by the Hospital, in its sole discretion. The selected Provider shall submit qualifications and information regarding any proposed subcontractor and the tasks to be performed with a written request for Hospital approval to subcontract prior to entering into a contractual agreement with the proposed subcontractor for any services funded in whole or in part with funds from any contract resulting from this RFP. Background screening as noted above will also apply to any workers for subcontractors performing tasks on-site associated with this project. No subcontract which the successful Provider enters into with respect to performance under the contract resulting from this Request for Proposal shall in any way relieve the successful Provider of any responsibility for performance of its duties.

9. SERVICE DELIVERY LOCATION

Services will be provided at the Department of Children & Families Florida State Hospital, Chattahoochee, FL and North Florida Evaluation & Treatment Center, Gainesville, FL.

10. SERVICE TIMES.

Work may be performed at Florida State Hospital and North Florida Evaluation & Treatment Center Monday through Friday, excluding holidays observed by the State of Florida, 8:00 AM to 4:30 PM eastern time.
11. EQUIPMENT

The successful vendor will be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct and complete the contract.

12. PERFORMANCE MEASURES

Successful performance of this contract will be accomplished when all equipment identified in the project is installed and operating properly along with completion of required staff training.

13. PROVIDER RESPONSIBILITIES

The selected Provider is solely and uniquely responsible for the satisfactory performance of the services described in this RFP. Submission of a proposal signifies acceptance by the selected Provider that it accepts all Hospital requirements, terms and conditions in this RFP and in the Hospital's Purchase Order and Attachments, including any reference contained therein. By execution of the resulting contract, the selected Provider recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof.

14. DEPARTMENT OBLIGATIONS

The Hospital will provide all normal utilities necessary for the performance of this project.

15. DEPARTMENT DETERMINATIONS

The Hospitals have reserved the exclusive right to make certain determinations in these specifications. The absence of the Hospitals setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement. The Hospitals reserve the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients who are served by the department either directly or through any one of its contracted providers.

The Department has the final authority in:

• Determining the selected Provider for this contract;
• Determining the type of services that will be rendered;
• Determining the funding for this contract;
• Determining the adequacy and availability of the selected Provider’s records;
• Approving the quality and acceptability of the selected Provider’s performance and services provided; and
• All decisions involving availability of program funding.

16. DISPUTE RESOLUTION

It is desired that the selected Provider and the Department shall agree to cooperate in resolving any differences concerning performance or in interpreting the resulting contract. Within fifteen (15) working days of the execution of a Contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person’s name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Secretary of the Department who
will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be Leon County, Florida and all parties shall consent to jurisdiction in all courts of competent jurisdiction in and for the 2nd Judicial Circuit, Florida.

F. INSTRUCTIONS TO RESPONDENTS TO THE RFP

1. PUBLIC RECORDS AND TRADE SECRETS

These provisions apply in lieu of Section 19 of PUR 1001. All materials submitted in response to this RFP become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right. Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, Chapter 119, F.S. Any claim of confidentiality for any information contained in a Respondent’s response to this solicitation will be waived upon opening of the response by the Hospital, unless the claimed confidential information is submitted in accordance with this Section. This waiver includes any information included in the Respondent’s response outside of the separately bound document described below.

If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida’s Public Records Law, the Respondent must submit all such information in a separately bound document clearly labeled “Attachment to Request For Proposal,” Number RFP #FSH 2017-001 - Confidential Material”. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the response, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. The separately bound document or documents must contain a signed written statement identifying the specific statutes and facts that authorize exemption of the information from the Public Records Law and agreeing to all terms of this solicitation. If different exemptions are claimed to be applicable to different portions of the protected information, the Respondent shall include information correlating the nature of the claims to the particular protected information.

In response to any notice by the Hospital that a public records request received by the Hospital encompasses any portion of the separately bound material, the Respondent shall expeditiously provide the Hospital with a redacted version of the separately bound material and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Respondent shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential, proprietary, or trade secret. If the Respondent fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Hospital is authorized to produce the records sought without any redaction.

The Hospital is not obligated to agree with the Respondent’s claim of exemption and the Respondent shall be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida’s Public Records Law. Further, the Respondent shall protect, defend, and indemnify, including attorneys fees and costs, the Hospital for any and all claims and litigation (including litigation initiated by the Hospital) arising from or relating to Respondent’s claim that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Respondent’s redaction.

Any and all ideas, suggestions, concepts, operating procedures, manuals, etc. related to the provision of these services will become and remain the property of the Hospital upon submission of a response to this RFP.

2. COST OF PREPARATION OF PROPOSAL

By submitting a proposal, the Respondent agrees that the Department is not liable for any costs incurred by a Respondent in responding to this RFP.
3. HOW TO SUBMIT A PROPOSAL

- All proposals must be received by the Procurement Manager identified in Section B.1, by the deadline and at the location set forth in Section B.7, Schedule of Events and Deadlines. At the sole discretion of the Department, any proposals that are not received at the specified address, by the specified date and time, may be not be evaluated. All methods of delivery or transmittal to the Department’s contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Vendor.

- Facsimile or electronic transmissions of proposals will not be accepted. The Respondent may choose the appropriate means for delivery, and is responsible for receipt of the proposal by the Department.

- Any amendments to the proposal as originally submitted by the Respondent, not required by the Department, must comply with the requirements of this section and must be received on or before the due date as specified in Section B.7, Schedule of Events and Deadlines.

4. RESPONSE FORMAT

The Respondents will provide thorough and specific responses in the Programmatic Proposal F.7 for how they propose to meet each of the minimum programmatic requirements as specified in Section E.2 of this RFP, and must include all the documentation required in Section F.7.c in a separate Cost Proposal.

Respondents’ proposals must follow the format described below:

- Respondents are advised that the Hospital’s ability to conduct a thorough review of proposals is dependent on the Respondent’s ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Respondent.

- The proposal should be prepared concisely and economically, providing a straightforward description of services to be provided and capability to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. For the purpose of this section, the terms “shall”, “will” and “must” are intended to identify items that are required to be submitted as part of the proposal. Failure to comply may result in the proposal being rejected at the Hospital’s discretion.

- Proposals must be typed, single-spaced, on 8-1/2” x 11” paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The proposal must be bound in 3-ring binders, labeled and submitted in Tabbed Sections.

- References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. The Hospital’s evaluators will not be responsible for searching for relevant reference material.

a. Number of Copies Required.

- Programmatic Proposal – One (1) original and five (5) copies. The original must contain an original signature of an official who is authorized to bind the Respondent to their proposal.

- Cost Proposal – One (1) original. The original must contain an original signature of an official who is authorized to bind the Respondent to their proposal.

- References – One (1) original. The original must contain an original signature of an official who is authorized to bind the Respondent to their proposal.

b. Sealed and Labeled Each copy of the Proposal must be individually sealed in separate envelopes. The outside of each envelope must be clearly marked with the title of the proposal, the RFP number, the Respondent’s name, and identification of enclosed documents. The originals must be clearly marked as such, and the copies identified and numbered (e.g., “Original,” “Copy #1 of 5,” etc).

c. Sealed Mailing Container All individually sealed envelopes must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container “Proposal in Response to RFP # FSH 2017-001”.
5. TITLE PAGE

The first page of the proposal shall be a Title Page that contains the following information:

- Department to which the proposal is submitted;
- Title of proposal;
- RFP number;
- Identification of enclosed documents;
- Respondent’s name and federal tax identification number; and
- Name, title, telephone number, email address, and mailing address of person who can respond to inquiries regarding the proposal;

6. RESPONDENT’S CROSS REFERENCE TABLE

Proposals must include a cross-reference between the proposal and all of the RFP requirements in Section F parts 5, 6, and 7. The cross-reference table must be formatted as in the sample below:

<table>
<thead>
<tr>
<th>RFP</th>
<th>Sect/Part</th>
<th>Subject</th>
<th>PROPOSAL</th>
<th>Subject</th>
<th>Page(s)</th>
<th>Sect/ Part</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>F.5</td>
<td>Title Page</td>
<td></td>
<td>Title Page</td>
<td></td>
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<tr>
<td>20</td>
<td>F.6</td>
<td>Cross Reference Table</td>
<td></td>
<td>Cross Reference Table</td>
<td></td>
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</tr>
<tr>
<td>21</td>
<td>F.7.a</td>
<td>Required Respondent’s Statements and Certifications – Mandatory Requirements</td>
<td></td>
<td>Required Respondent’s Statements and Certifications – Mandatory Requirements</td>
<td></td>
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</tr>
<tr>
<td>22</td>
<td>F.7.b</td>
<td>Description of Approach to Performing Required Tasks</td>
<td></td>
<td>Description of Approach to Performing Required Tasks</td>
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</tbody>
</table>

7. PROGRAMMATIC PROPOSAL

a. REQUIRED RESPONDENT’S STATEMENTS AND CERTIFICATIONS – MANDATORY REQUIREMENTS

Mandatory Requirements are listed in Appendix V. Failure to comply with each and every mandatory requirement will render a proposal non-responsive and ineligible for further evaluation.

- Receipt of Proposal. The proposal must be received by the Procurement Manager by the time, date and at the location specified in Section B.7 of this RFP.

- Respondent Statements and Certifications. The proposal must include a signed Appendix II, completed with the required information for the following mandatory requirements:

  1. Acceptance of Contract Terms and Conditions. The proposal must include a signed statement in response to the RFP indicating that the Respondent has obtained, read, and understands the requirements of this RFP, including any documents attached hereto or referred herein, acceptance of the terms and conditions governing the provision of services as specified in the RFP.

  2. Statement of No Involvement. The proposal must include a signed statement indicating that neither the Respondent nor any person with an interest in the firm had been awarded a contract by the Department of Children and Families on a noncompetitive basis to perform a feasibility
study concerning the scope of work contained in this Solicitation, or participated in drafting this Solicitation, or developed a program for future implementation with specific subject matter contained in this Solicitation.

3. **Conflict of Interest Statement (Non-Collusion).** The proposal must include a signed statement indicating that the proposal is made without collusion with any other party.

4. **Proof of Signature Authority.** The proposal must include a signed statement indicating the name of the individual, if the Respondent is a sole proprietorship, or individual representative of the Respondent’s agency who is authorized to sign the RFP, accompanied by, if applicable, a delegation of signature authority letter or corporate resolution.

5. **Drug-Free Workplace.** The proposal must include a signed statement indicating that the Respondent maintains a drug-free workplace environment in accordance with Chapter 287.087, F.S., and will continue to promote this policy through implementation of that section.

- **Certification Regarding Debarment.** The proposal must include a completed and signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Appendix III).
- **Certification Regarding Lobbying.** The proposal must include a completed and signed copy of the Certification Regarding Lobbying (Appendix IV).
- **Evidence of Authority to Do Business in the State of Florida.** Any Respondent, other than a governmental entity or public health trust organized pursuant to Part II of Chapter 154, F.S., must provide evidence of each corporation, partnership, firm, and person’s ability to do business in the State of Florida. Domestic and foreign profit and nonprofit corporations, limited liability companies, and limited partnerships must supply a current Certificate of Status from the Florida Department of State’s office. To access and print the Certificate of Status online, log on to www.sunbiz.org. Choose the link “E-Filing Services,” then choose the link for “Electronic Certification,” and then choose the link for “Certificate of Status”. General Partnerships and limited liability partnerships must furnish evidence of registration with the Florida Department of State. Respondents may telephone the Department of State’s office at 850-245-6053 to obtain a current Certificate of Status or evidence of registration. A copy of the current Certificate of Status or evidence of registration must be included in the Respondent’s proposal.
- **Liability Insurance Coverage.** The proposal must include a copy of the Respondent’s verification of Liability Insurance Coverage as provided in Section 4.5 of the Standard Contract. The verification must show the amounts of liability insurance provided.
- **Vendor Registration in MyFloridaMarketPlace.** To comply with Rule 60A-1.030, Florida Administrative Code (F.A.C.), each Respondent doing business with the State for the sale of commodities or contractual services as defined in section 287.012 F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1030(3), F.A.C., in order to be paid. Information about the registration process is available, and registration may be completed, at http://myfloridamarketplace.com. All Respondents are responsible for submitting evidence of registration, or proof of exemption by Rule from registration, with any response to a Request for Proposal.

b. **DESCRIPTION OF APPROACH TO PERFORMING REQUIRED TASKS**

The proposal should include:

1. A clear and concise description of all equipment proposed for the Automated Medication Dispensing System and any other items pertinent to this project
2. A specific detailing of the operations and capabilities of the system proposed
3. A clear and concise outline and schedule of how the installation will be performed
4. All warranty information and software updates
5. Extended warranty/maintenance service available, if any

6. A detailed training implementation project plan

c. COST PROPOSAL

The Respondents must submit a detailed Cost Proposal as follows:
- An itemized cost list for the system
- Cost for supervision and labor to perform the installation
- Total cost to complete the project

NOTE: The cost proposal must be for a firm price. Any cost proposal with attached contingencies will not be accepted and will result in a rejection of the proposal.

d. REFERENCES

The Respondents must submit at least five (5) references where projects similar in scope have been completed. The list should include telephone numbers, email addresses, and a contact person with knowledge of the work performed. These references may be utilized by the evaluation team in order to get a better understanding of the actual operation of the systems proposed.

G. FINANCIAL SPECIFICATIONS

1. FUNDING SOURCE

Funding for this project is provided by an allocation from a Legislative Budget Request to Florida State Hospital and North Florida Evaluation & Treatment Center budgets for Fiscal Year 2016-17.

2. INVOICING AND PAYMENT OF INVOICES

The vendor may submit monthly invoices based on the materials and equipment delivered to the Hospitals and the percentage of work completed to date on the project. All invoices should be submitted to the Project Manager for approval and forwarded to the Hospital’s Financial Services Department for payment. The Project Manager will be identified and all contact information provided to the successful vendor.

THIS SECTION INTENTIONALLY LEFT BLANK
(Vendor Name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "Automated Medication Dispensing System," RFP No. RFP# FSH 2017-001.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

<table>
<thead>
<tr>
<th>Name of Authorized Official:</th>
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<tr>
<td>Title of Authorized Official:</td>
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<tr>
<td>Signature of Authorized Official:</td>
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<tr>
<td>Date:</td>
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<tr>
<td>Address:</td>
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<tr>
<td>City, State, Zip:</td>
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<tr>
<td>Facsimile No:</td>
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<tr>
<td>E-mail Address:</td>
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</tbody>
</table>
## RESPONDENT'S STATEMENTS AND CERTIFICATIONS

### MANDATORY REQUIREMENTS

**ANY ALTERATIONS TO THE CONTENTS OF THIS FORM SHALL RENDER THE PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR FURTHER EVALUATION**

### a. Acceptance of Contract Terms and Conditions

I, ________________________, as an authorized representative of _________________________, (the Respondent) hereby submit this proposal in response to the Department of Children and Families' Request for Proposal, and agree that if awarded any contract as a result of the Department of Children and Families solicitation, the Respondent will comply with the requirements, terms, and conditions stated in the Request for Proposal and in the State of Florida, Department of Children and Families Standard Contract. In recognition thereof, the Respondent’s authorized representative has read, understood, and agrees to comply with, and any intent by the Respondent to deviate from the terms and conditions set forth therein may result, at the Department’s exclusive determination, in rejection of the proposal. The Respondent’s authorized representative hereby certifies, to the best of his or her knowledge, that the information contained in this proposal is true and correct.

<table>
<thead>
<tr>
<th>Type Name of Authorized Official:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Official:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

### b. Statement of No Involvement

I, _________________________________________, as an authorized representative of ____________________________________________, certify that no member of this firm or any person having interest in this firm has:

2. Participated in drafting of a solicitation for this specific project; or
3. Developed a program for future implementation of this project.

<table>
<thead>
<tr>
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<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Official:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

### c. Conflict of Interest Statement (Non-Collusion)

I hereby certify, that all persons, companies, or parties interested in the Request for Proposal as principals are named therein, that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the proposal, I have full authority to legally bind the Respondent to the provisions of this proposal.

<table>
<thead>
<tr>
<th>Type Name of Authorized Representative:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
d. Proof of Signature Authority

The Department must receive proof that the person signing this proposal is authorized to do so:

- If the submitting Respondent is an individual signing on his/her own behalf, no further proof is required.
- If the submitting Respondent is a limited liability organization, this proposal shall include a copy of the organizational documents establishing the signing authority of the signer.
- If the submitting Respondent is a corporation, this proposal shall include proof of signature authority if someone signs the proposal other than the President of the corporation. If the signer is someone other than the President, this proof shall be one of the following:
  - A written statement by the President delegating authority to a particular person; or
  - A copy of the entity’s by-laws reflecting signature authority to a particular position; or
  - A copy of the Board of Directors’ meeting minutes that documents delegation of signature authority to a particular person or position; or
  - A Certificate of Incumbency issued by the corporation’s Secretary.

If delegating signature authority, please complete below and include the above requested document(s).

<table>
<thead>
<tr>
<th>Type Name of President:</th>
<th></th>
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<tbody>
<tr>
<td>Signature of President:</td>
<td>Date:</td>
</tr>
<tr>
<td>Type Title of Person to Whom Signature Authority is Delegated:</td>
<td></td>
</tr>
<tr>
<td>Type Name of Person to Whom Signature Authority is Delegated:</td>
<td></td>
</tr>
</tbody>
</table>

---

e. Drug-Free Workplace

I, ________________________________, as an authorized representative of ________________________________, hereby certify that my agency currently maintains a drug-free workplace environment in accordance with Chapter 287.087, F.S., and will continue to promote this policy through implementation of that section.

<table>
<thead>
<tr>
<th>Type Name of Authorized Representative:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each successful vendor whose contract/subcontract equals or exceeds $25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, successful vendors who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of successful vendors if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The successful vendor shall provide immediate written notice to the contract manager at any time the successful vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “debarred,” “suspended,” “person,” “principal,” and “voluntarily excluded,” as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department’s contract manager for assistance in obtaining a copy of those regulations.

5. The successful vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

6. The successful vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal moneys, to submit a signed copy of this certification.

7. The Department of Children and Families may rely upon a certification of a successful vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the contract manager’s contract file. Subcontractor’s certification must be kept at the successful vendor’s business location.

CERTIFICATION

(1) The prospective successful vendor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency.

(2) Where the prospective successful vendor is unable to certify to any of the statements in this certification, such prospective successful vendor shall attach an explanation to this certification.

___________________________________________________ ________________________
Signature Date
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____________________________________________________  ______________________
Signature                                Date

____________________________________________________  ______________________
Name of Authorized Individual Application or Contract Number

____________________________________________________
Name and Address of Organization
# APPENDIX V

**MANDATORY REQUIREMENTS IN RESPONSE TO RFP**

If any of these criteria are not met, the response cannot be considered further. If any responses are “no,” the proposal is disqualified from further evaluation.

<table>
<thead>
<tr>
<th>Type or Print Respondent’s Name (Agency):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type or Print Name of Department Reviewer (Procurement Manager):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Department Reviewer:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type or Print Name of Department Witness:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Department Witness:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 1.1.1.

1. The proposal was received by the Procurement Manager by the time, date and at the location specified in this RFP, as specified in Section B.7.  
   - Yes ☐  No ☐

2. The Respondent participated in the Mandatory Site Visit/Facility Tour, as specified in Section B.9.  
   - Yes ☐  No ☐

3. The Respondent participated in the Mandatory Solicitation Conference, as specified in Section B.10.  
   - Yes ☐  No ☐

4. The proposal includes Appendix II, as required by Section F.7.a, with the Respondent’s information and signature regarding the following required Statements and Certifications:
   - Signed Acceptance of Contract Terms and Conditions  
     - Yes ☐  No ☐
   - Signed Statement of No Involvement  
     - Yes ☐  No ☐
   - Signed Conflict of Interest Statement (Non-Collusion)  
     - Yes ☐  No ☐
   - Signed Proof of Signature Authority  
     - Yes ☐  No ☐
   - Signed Certification Regarding Drug-Free Workplace  
     - Yes ☐  No ☐

5. The proposal includes a Signed Certification Regarding Debarment form (Appendix III), as required by Section F.7.a.  
   - Yes ☐  No ☐

6. The proposal includes a Signed Certification Regarding Lobbying form (Appendix IV), as required by Section F.7.a.  
   - Yes ☐  No ☐

7. The proposal includes Evidence of Authority to Do Business in the State of Florida as required by Section F.7.a.  
   - Yes ☐  No ☐

8. The proposal verification of the Respondent’s Liability Insurance Coverage as required by Section F.7.a.  
   - Yes ☐  No ☐

9. The proposal includes verification of Respondent Registration in MyFloridaMarketPlace as required by Section F.7.a.  
   - Yes ☐  No ☐
APPENDIX VI

INSTRUCTIONS TO EVALUATORS

The following instructions will be given to all evaluators at the initial meeting of the evaluators:

1. The Hospital will appoint five (5) or more persons to evaluate the programmatic proposals who collectively have experience and knowledge in the program areas and service requirements for the commodities or contractual services being sought by this solicitation. The evaluators will not participate in the scoring of the cost proposals or the evaluation of the Proposers’ references.

2. The Procurement Manager identified in Section B.1 of this RFP, or that person’s designee, will screen the proposals for compliance with the Mandatory Requirements. This is done with another department employee looking on to prevent error. As a result, the Programmatic Proposals, which the evaluators will score, have already met the Mandatory Requirements.

3. Each evaluator shall fill out a Conflict of Interest Certification prior to evaluating any proposal.

4. The evaluators shall evaluate Criteria 1-4 of Appendix VIII through Appendix XI.

5. Prior to reviewing the proposals, each evaluator will read the RFP and become familiar with all requirements.

6. Each evaluator must independently evaluate each proposal. Only the rating scale included in the RFP solicitation document and its explanation may be used in determining the score for each criterion. Comparisons of one proposal to another are not permitted.

7. Proposals must be evaluated based upon the material within the proposal. Evaluators also may refer to the RFP which will be provided during the initial meeting. No additional information may be used. No group discussions of the relative merits of any proposal will be allowed.

8. It is the Respondent’s responsibility to present its proposal in a clear and understandable manner. Evaluators should not feel obligated to interpret responses to make them more valuable to the Hospital.

9. Evaluators may request assistance in understanding evaluation criteria and proposal responses only from the Procurement Manager. Technical assistance, if needed, will be provided by the Procurement Manager to all evaluators at the same time.

10. The Procurement Manager will make as many copies of Appendix VII through Appendix XI as there are proposals, to carry out the following scoring process.

11. In filling out the RFP Rating Sheets in Appendix VIII through XI, all scores for each consideration must be assigned utilizing the scoring range provided within each consideration.

12. On the Rating Sheets, record the score beside each consideration. Add the scores from all of the considerations related to that criterion and total the scores to calculate the Total Score for each criterion and insert it in the blank space for that purpose on the Rating Sheet for that criterion.

13. In the boxes on the Rating Sheets marked “References”, record the page number, section, and/or attachment number where the main information upon which the score was based was found.

14. In the Rating Sheets section marked “Notes”, record short notes that will indicate why the numerical score for the consideration related to that criterion was chosen.

15. If an error is made, do not erase. Simply draw a single line through any errors or changes and write in the correct score, note, or reference.

16. Any fractional values or missing scores will be returned to the evaluator for scoring.

17. Insert the Total Score for each criterion for each Respondent in the boxes for that purpose in each proposal’s Rating Summary Sheet, Appendix VII.
**Cost Proposal**

18. On the Rating Sheet Summary (Appendix VII) for the Cost Proposal, the Procurement Manager will assign a score corresponding to the cost proposal’s total price for the project, relative to the lowest price of any responsive Respondent responding to this RFP. This is done with another department employee looking on to prevent error.

19. There is no separate Appendix for the Cost Proposal. Instead, the following formula is to be used by the Procurement Manager to calculate the Cost Proposal points:

\[
\text{Lowest Acceptable Cost Proposal Submitted} \times \frac{\text{Total Possible Points for Category 2}}{\text{Respondent's Proposed Cost}} = \text{Points Awarded}
\]

**References Criterion**

1. The Procurement Manager will contact three (3) client references provided by the Respondent and will complete the evaluation utilizing the Telephone Reference Sheet, Appendix XIII. The total scores for each reference will be added and divided by three (3). This average score will be awarded to the Respondent and entered in the boxes for that purpose on the Rating Summary Sheet, Appendix VII.

2. Following completion of the independent evaluations of the programmatic proposals, the Procurement Manager will hold a debriefing meeting with the evaluators to record their scores. There may be discussion to ensure that each evaluator considered all of the relevant information in each proposal and each evaluator will have an opportunity to change their written scores, if desired, after the discussion. However, there will be no effort made to persuade an evaluator to change their score. No attempt will be made by the Hospital or anyone else to influence the evaluator’s scoring. If any attempt is made to do so the evaluator must immediately report that attempt to the Procurement Manager and, if the attempt is made by the Procurement Manager, to the Procurement Manager's supervisor.

3. All evaluators’ proposal copies, RFP copies, and rating sheets will be turned in to the Procurement Manager at the end of the debriefing meeting. These documents will be filed with the procurement file.

**Calculation of each Respondent’s Average Total Score**

4. The Procurement Manager will average each proposal’s **Total Programmatic Proposal Scores, Total Cost Proposal Score and Total Reference Score**, yielding that Respondent’s **Average Score for the Proposal**.
**RATING SUMMARY SHEET**

**Automated Pharmacy Dispensing System**

Respondent Name: ____________________________________________________________

Evaluator Name: ____________________________________________________________

<table>
<thead>
<tr>
<th>CRITERION</th>
<th>Maximum Possible Points</th>
<th>Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROGRAMMATIC PROPOSAL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. The extent and quality of the Respondent’s experience in the provision and installation of an automated medication dispensing pharmacy systems similar in nature to that required by the Hospitals</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2. The capabilities of providing a mobile medication management system, ease of operation and integrated with the system database of the proposed system</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>3. The location and availability of repair service when needed – guaranteed on-site response time following notification of a problem. Factory trained service technicians, no third party repair services. Service technician must be employee of the vendor.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>4. Manufacturer Support Agreement – Provide yearly software upgrades as they become available at no cost while under the support agreement and provide warranty replacement of hardware at no cost while under support agreement.</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>89</td>
</tr>
</tbody>
</table>

| **COST PROPOSAL**                                                        |                         |                |
| Cost proposal points as calculated in accordance with Section C.3.c.     |                         | 50             |
| TOTAL                                                                     |                         | 50             |

| **REFERENCES**                                                          |                         |                |
| The references of the company as calculated in accordance with Appendix XIII. |                         | 30             |
| TOTAL                                                                     |                         | 30             |
| GRAND TOTAL                                                              |                         | 169            |
**APPENDIX VIII**

**RATING SHEET FOR THE PROGRAMMATIC PROPOSAL**

Respondent Name: ___________________________________________________________

Evaluator Name: ___________________________________________________________

<table>
<thead>
<tr>
<th>CRITERION 1</th>
<th>The extent and quality of the Respondent’s experience in the provision and installation of an automated medication pharmacy systems similar in nature to that required by the Hospitals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Considerations</strong></td>
<td></td>
</tr>
<tr>
<td>a. Number of years of experience performing installations similar in nature to that required by the Hospital.</td>
<td></td>
</tr>
<tr>
<td>0-5 years</td>
<td>4 points</td>
</tr>
<tr>
<td>6-10 years</td>
<td>8 points</td>
</tr>
<tr>
<td>Over 10 years</td>
<td>12 points</td>
</tr>
<tr>
<td>b. Number of similar installations performed in the previous 5 years:</td>
<td></td>
</tr>
<tr>
<td>0-5</td>
<td>2 points</td>
</tr>
<tr>
<td>6-10</td>
<td>5 points</td>
</tr>
<tr>
<td>Over 10</td>
<td>8 points</td>
</tr>
<tr>
<td>(Total Possible = 20)</td>
<td><strong>TOTAL SCORE:</strong></td>
</tr>
</tbody>
</table>

**REFERENCES:**

**NOTES:**
RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

Respondent Name: ____________________________________________________________

Evaluator Name: ____________________________________________________________

<table>
<thead>
<tr>
<th>CRITERION 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>The capabilities of providing a mobile medication management system, ease of</td>
</tr>
<tr>
<td>operation and integrated with the system database of the proposed system</td>
</tr>
</tbody>
</table>

**Considerations**

<table>
<thead>
<tr>
<th>a. Contains Mobile Medication Management System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does Not Contain</td>
</tr>
<tr>
<td>Does Contain</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. Integrated with System Database:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does Not Contain</td>
</tr>
<tr>
<td>Does Contain</td>
</tr>
</tbody>
</table>

(Total Possible = 20) TOTAL SCORE:

REFERENCES:

NOTES:
# RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

**Respondent Name:** ________________________________

**Evaluator Name:** ________________________________

## CRITERION 3

The location and availability of repair service when needed – guaranteed on-site response time following notification of a problem. Factory trained service technicians, no third party repair services. Service technician must be an employee of the vendor.

### Considerations

<table>
<thead>
<tr>
<th>a. Repair service technician is located:</th>
<th>0 points</th>
<th>1 points</th>
<th>2 points</th>
<th>5 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 300 miles from each Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within 150 - 300 miles of each Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within 50 – 150 miles of each Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within 50 miles of each Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. Guaranteed on-site response time is:</th>
<th>0 points</th>
<th>6 points</th>
<th>9 points</th>
<th>15 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 hours or greater to each Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 - 6 hours to each Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 - 4 hours to each Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 hours or less to each Hospital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c. Vendor’s ability to provide technician:</th>
<th>0 points</th>
<th>5 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor cannot provide technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor can provide technician</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Total Possible = 25)  **TOTAL SCORE:**

## REFERENCES:

## NOTES:
RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

Respondent Name: ____________________________________________
Evaluator Name: _____________________________________________

<table>
<thead>
<tr>
<th>CRITERION 4</th>
<th>Manufacturer Support Agreement – Provide yearly software upgrades as they become available at no cost while under the support agreement and provide warranty replacement of hardware at no cost while under support agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Considerations</strong></td>
<td></td>
</tr>
<tr>
<td>a. Number of years vendor provides software upgrades as they become available at no cost while under the support agreement.</td>
<td></td>
</tr>
<tr>
<td>1-5 years</td>
<td>4 points</td>
</tr>
<tr>
<td>6-10 years</td>
<td>8 points</td>
</tr>
<tr>
<td>Over 10 years</td>
<td>12 points</td>
</tr>
<tr>
<td>b. Number of years vendor provides warranty replacement of hardware at no charge under the support agreement.</td>
<td></td>
</tr>
<tr>
<td>1-5</td>
<td>4 points</td>
</tr>
<tr>
<td>6-10</td>
<td>8 points</td>
</tr>
<tr>
<td>Over 10</td>
<td>12 points</td>
</tr>
</tbody>
</table>

(Total Possible = 24) **TOTAL SCORE:**

**REFERENCES:**

**NOTES:**
**Price Proposal**

**SUBJECT:** Installation of an automated medication dispensing pharmacy system at Florida State Hospital and North Florida Evaluation & Treatment Center

We, in compliance with the Request for Proposal to provide and install an automated medication dispensing pharmacy system at Florida State Hospital and North Florida Evaluation & Treatment Center, number FSH #2017-001, propose to charge the rate stated herein. In making this offer, we acknowledge that we have read and understand the Request for Proposal and hereby submit our bid in accordance with the terms and conditions of the specifications and agree to fulfill our legal obligations pursuant to the stated contractual provisions.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price to provide and install an automated medication dispensing pharmacy system at Florida State Hospital.</td>
<td>$</td>
</tr>
<tr>
<td>Price to provide and install an automated medication dispensing pharmacy system at North Florida Evaluation &amp; Treatment Center.</td>
<td>$</td>
</tr>
<tr>
<td>Total price to provide and install an automated medication dispensing pharmacy system at both Florida State Hospital and North Florida Evaluation &amp; Treatment Center.</td>
<td>$</td>
</tr>
</tbody>
</table>

Vendor Name: _______________________________________
(Print Name)

By: _______________________________________________
(Signature of Authorized Representative)
APPENDIX XIII

Telephone Reference Survey

Information provided by contractor in RFP:

Firm Name ____________________________________________________________

Client Name _____________________ Email ________________________________

Address________________________ City __________________ State ____________

Telephone ______________________ Contract Date ____/____ Mo/Yr

Contact __________________________ Title _________________________________

Service Provided _______________________________________________________

PERFORMANCE FACTORS

<table>
<thead>
<tr>
<th>STANDARDS</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>QUALITY OF SYSTEM DESIGNED/INSTALLED.</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>QUALITY OF EASE OF USE WITH THE SYSTEM.</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>QUALITY OF FINISHED PRODUCT</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>COMPLETED CONTRACT IN TIMELY MANNER</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>QUALITY OF MAINTENANCE SERVICE PROVIDED AFTER COMPLETION OF CONTRACT</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>OVERALL RATING OF CONTRACTOR PERFORMANCE</td>
<td>1 2 3 4 5</td>
</tr>
</tbody>
</table>

TOTAL ______________________

Evaluator_________________________ Date Reference Received ____/____/_____

Grand Total of 3 Surveys = Points for Evaluation 3
Contents

1. Definitions.
2. Purchase Orders.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor’s Site.
8. Safety Standards.
10. Literature.
11. Transportation and Delivery.
12. Installation.
15. Invoicing and Payment.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
22. Termination for Convenience.
23. Termination for Cause.
25. Changes.
27. Purchase Order Duration.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.
1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer’s property.

7. **Inspection at Contractor’s Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor’s authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and...
surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE subject to being removed from the Department of management services’ vendor list as provided in rule 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract. At the State’s option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer’s failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees’ wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.
18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer’s Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor’s suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer’s misuse or modification of Contractor’s products or a Customer’s operation or use of Contractor’s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor’s opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor’s obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor’s sole expense, and (3) assistance in defending the action at Contractor’s sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor’s prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor’s liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been
advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Customer shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Customer shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will
significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract’s term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract’s terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract’s term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor’s notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of
the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State’s or Customer’s confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor’s ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at [http://www.pridefl.com](http://www.pridefl.com).

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org).

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
State of Florida
PUR 1001
General Instructions to Respondents

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21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

   (a) "Buyer" means the entity that has released the solicitation. The “Buyer” may also be the “Customer” as defined in the PUR 1000 if that entity meets the definition of both terms.
   (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
   (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
   (d) "Response" means the material submitted by the respondent in answering the solicitation.
   (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

   • an electronic signature on the response, generally,
   • an electronic signature on any form or section specifically calling for a signature, and
   • an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent’s Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

The product offered by the respondent will conform to the specifications without exception.

The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent’s preparation of its bid.

All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer’s Name and Approved Equivalents. Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer’s prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent’s
responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to
the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of
the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and
financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the
production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the
solicitation documents are not complied with, or that the product proposed to be furnished does not meet the
specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that
performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be
disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed
to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it
is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the
Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline.
Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release
other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation
because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation
opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at
(800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the
Timeline the Buyer shall electronically post a notice of intended award at
http://fcn.state.fl.us/owa_vbs/owa/vbs_www_main_menu. If the notice of award is delayed, in lieu of posting the
notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of
intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest
within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by
telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during
which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days,
the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the
respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may,
in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any
information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for
Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or
separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines
that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the
manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however,
no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer
shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work
performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently
authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the
Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public
records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all
responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its
response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in 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."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. **Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.