Invitation to Bid for
RECORDS STORAGE, SHREDDING, AND RETRIEVAL SERVICES
ITB No: DOEA 12/13-004
The State of Florida
Department of Elder Affairs
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SECTION 1  INTRODUCTION

1.1  Bid
The State of Florida Department of Elder Affairs (Department or DOEA) is issuing this Invitation to Bid (ITB) to establish a term contract for document storage, shredding, and on demand document retrieval.

1.2  Solicitation Objective
The Department intends to make a single award state-wide. However, the Department reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

DOEA’s Comprehensive Assessment and Review for Long-Term Care Services Program (CARES) program offices store client case files across the state of Florida. Currently, CARES has 19 district offices which each have business needs that routinely involve records management. Records management includes storing and retrieving case files. These case files are routinely requested by the legal section, the different offices, outside entities, and CARES Central office. CARES is seeking a vendor to assist with records management to include the following: support an electronic document retrieval process, reduce storage costs, provide anytime, anywhere access to documents, and deploy new capabilities, all with minimal capital outlay.

1.3  Term
The initial term of the contract will be 3 years with up to 3 renewal years. The contract may be renewed in whole or in part for a period that will not exceed the renewal years, at the renewal pricing specified in the final reply and the contract.

1.4  Definitions
The following definitions apply to this ITB, in addition to the definitions in the PUR 1000 and PUR 1001.

(1) Bidder – A vendor who submits a bid in response to this ITB.
(2) Catalog - A list of products or description of services within the scope of the ITB arranged systematically with corresponding prices.
(3) Confidential Information – Confidential material/information refers to information that has specific statutory exemption from the public records laws. As the Vendor, its employees, and agents are not authorized to make such determinations, the Vendor, its employees and agents should consider all information contained in or derived from any records with which the Vendor, its employees, and agents come into contact with as confidential information.
(4) Contract – The agreement that results from this competitive procurement, if any, between the Department and the Vendor. (This definition replaces the definition in the PUR 1000.)
(6) Vendor(s) - An entity that is capable and in the business of providing a commodity or contractual service similar to those within the solicitation.

1.5  Special Accommodations
Any person requiring a special accommodation due to a disability should contact the Department’s Issuing officer at the phone number below. Requests for accommodation for meetings must be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).
1.6 **Issuing Officer**
The Issuing Officer is the sole point of contact from the date of release of this ITB until the contract award is made.

Issuing Officer for this ITB is:
Shelia McKinnon
Florida Department of Elder Affairs
4040 Esplanade Way, Tallahassee, FL 32399-0950
Phone: 850-414-2394
Email: Mckinnonsk@elderaffairs.org

SECTION 2 ITB PROCESS

2.1 **General Overview**
The ITB is a method of competitively soliciting a commodity or contractual service under chapter 287, Florida Statutes. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process. Vendors can submit formal questions in writing to the Issuing Officer by the date listed in the timeline of events below. Once the Department posts the answers to the questions, Vendors may begin submitting bids. Bids must be submitted by the deadline listed in the timeline of events below. The Department will open the bids in a public meeting. Once the Department has evaluated the bids, the Department will post a notice of intent to award on the VBS.

2.2 **Timeline of Events**
The table below contains the timeline of events for this solicitation. Bidders should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events will be through an addendum to the solicitation.

<table>
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<th>Event (EDT)</th>
<th>Time</th>
<th>Event Date</th>
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<tr>
<td>ITB Notification posted in the VBS and complete solicitation posted in the MFMP Sourcing Tool.</td>
<td>N/A</td>
<td>April 26, 2013</td>
<td></td>
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<tr>
<td>Bidders questions due to the Department via email to the Issuing Officer.</td>
<td>2:00 p.m.</td>
<td>May 9, 2013</td>
<td></td>
</tr>
<tr>
<td>Department’s anticipated posting of answers to Bidders’ questions.</td>
<td>2:00 p.m.</td>
<td>May 16, 2013</td>
<td></td>
</tr>
<tr>
<td>Deadline to submit bid and all required documents to the Issuing Officer.</td>
<td>2:00 p.m.</td>
<td>May 21, 2013</td>
<td></td>
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<tr>
<td>Bid Opening. At 4040 Esplanade Way, Tallahassee, FL 32399</td>
<td>2:05 p.m.</td>
<td>May 21, 2013</td>
<td></td>
</tr>
<tr>
<td>Anticipated date to post Notice of Intent to Award.</td>
<td>2:00 p.m.</td>
<td>May 28, 2013</td>
<td></td>
</tr>
<tr>
<td>Anticipated contract start date.</td>
<td>N/A</td>
<td>On or near June 1, 2013</td>
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2.3 **Addendums to the ITB**
The Department reserves the right to modify this ITB by issuing addendums. Addendums will be posted on the Vendor Bid System (VBS). It is the responsibility of the Bidder to check for any changes.

2.4 **Contract Formation**
The Contract will consist of the attached Contract and Scope of Work, and the pricing sheet submitted by the Bidder. No additional documents submitted by a Bidder will be incorporated in the Contract unless it is specifically identified and incorporated by reference in the attached Contract or Scope of Work document.

2.5 **Disclosure of Bid Contents**
All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with section 2.7.

2.6 **Withdrawal of Bid**
Bidders may modify a reply at any time prior to the bid due date.

2.7 **Diversity**
The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Bidders doing business with the State is central to the Department’s effort. To this end, small, minority-, veteran-, and women-owned business enterprises are encouraged to participate in the State’s procurement process as both prime Bidders and subcontractors under prime contracts.

**SECTION 3 BID INSTRUCTIONS**

3.1 **Introduction**
Section 2 contains the Special Instructions and General Instructions to Respondents. Special Instructions are contained below; however, the General Instructions to Respondents-PUR 1001 are incorporated by reference and can be accessed at [http://www.mysafefloridahome.com/images/Pur%201001.pdf](http://www.mysafefloridahome.com/images/Pur%201001.pdf)

In the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions shall prevail.

3.2 **MFMP Registration**
Bidders must have a current vendor registration within the MFMP Vendor Information Portal at [https://vendor.myfloridamarketplace.com/](https://vendor.myfloridamarketplace.com/).

The awarded vendor(s) will be required to pay the required transaction fees as specified in section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the contract pursuant to rule 60A-1.032 of the Florida Administrative Code.

3.3 **Who May Respond**
The Department will evaluate bids from responsive and responsible, doing business in Florida. Bidders must meet the mandatory criteria listed in section 3.5, and must answer the qualifications questions “yes” in order to be considered for award.
3.4 How to Submit a Bid
Bidders will submit their bids to the Issuing Officer. Bidders must answer the qualification questions listed in Section 3.5 (see ATTACHMENT II, Certification Checklist) in order to be able to submit a bid.

Bids that fail to submit all required information will be deemed non-responsive. Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor’s capabilities to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content.

Bidders are responsible for submitting their bids by the date and time specified in Section 2.2 of this solicitation. The Department will not consider late bids.

3.4.1 Labeling
The face of the envelope or other container shall contain the following information as applicable:

- ITN NUMBER
- Title of ITN
- Name of Respondent

3.4.2 Copies of Bids
Bidders shall deliver an ORIGINAL, an ELECTRONIC copy on a CD, AND THREE (3) COPIES OF THE BIDS to the Department no later than the date and time indicated in the Calendar of Events to the Issuing Officer. One copy of the proposal must be unbound so the Department can make additional copies if needed.

3.4.3 Document Delivery
It is the Respondent’s responsibility to ensure that its proposal is delivered by the proper time at the office identified in Paragraph 1.6 of this ITN. Proposals, which for any reason are not timely received, may not be considered. Late proposals may be declared non-responsive, and may not be scored. Unsealed and/or unsigned proposals and those submitted by telegram, telephone, or facsimile transmission or other electronic means are not acceptable.

3.5 Bidder Qualification Questions
A Bidder must meet the qualifications identified in the following Mandatory Criteria Certification Questions in order to be considered for award. The Department will not evaluate bids from Bidders who answer “No” to any of the Qualification Questions. Please sign and date the Bidder’s Mandatory Criteria Certification Form (ATTACHMEANT II).

1. Does Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder’s behalf?

2. Does Bidder certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?

3. Does Bidder certify compliance with section 9 of the PUR 1001?

4. Does Bidder certify that their company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?
(5) Does Bidder certify that their company can and will meet all required laws, regulations and/or procedures related to confidentiality in storage of the Department’s records?

(6) Does the Bidder certify that their company understand and is in compliance with HIPPA Requirements?

(7) Does the Bidder certify that their company has never been fined because of non-compliance of HIPPA Requirements?

3.6 Contents of Bid

3.6.1 Technical Information

Bids are to be organized in sections as directed below. Bidders shall complete each section entirely or the Bidder may be deemed nonresponsive.

The Bid shall be organized as follows:

Section 1 Company Information

Section 1 shall contain the following information:

(a) Company name and address(es), and information required by the Entity Information Form (ATTACHMENT IV).
(b) The company’s principle place of business.
(c) An executive summary of the bid. No pricing information should be included in the executive summary.

Section 2 Experience and ability to provide archival records storage and retrieval services.

Section 2 shall contain the following information:

(a) Brief history of the company.
(b) Company’s organizational chart.
(c) Prior work experience with similar contracts or services confidential records storage, retrieval, and shredding.

Section 3 References

Bidders shall identify at least three references from businesses or governmental agencies that the Bidder has provided services of similar scope and size to the services identified in the ITB. The Department reserves the right to contact the customer regarding the services provided.

References shall pertain to current and ongoing services or those that were completed prior to this ITB. References shall not be given by:

(a) Persons employed by the Department within the past three years.
(b) Persons currently or formerly employed or supervised by the Bidder or its affiliates.
(c) Board members within the Bidder’s organization.
(d) Relatives of any of the above.

Each reference should include the following information contained in ATTACHMENT III.

Section 4 Disputes

Bidders shall identify all contract disputes Bidder (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five years related to contracts under which Bidder
provided(s) commodities or services in the continental United States on an organizational or enterprise level. The term “contract disputes” means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

(a) identification by the contract customer that Bidder was in default or breach of a duty or performance under the contract;
(b) an issuance of a notice of default or breach;
(c) the institution of any judicial or quasi-judicial action against Bidder as a result of the alleged default or defect in performance; or
(d) the assessment of any fines or liquidated damages under such contracts.

For each dispute, Bidder shall list the following information:

(a) Identify the contract to which the dispute related;
(b) Explain what the dispute related to; and
(c) Explain whether the resolution of the dispute.

3.6.2 Pricing Sheet (ATTACHMENT V)

The Contractor/Vendor will provide a list of all applicable costs that may be incurred by the Department as a result of this contract to include, cost per unit (storage box 12”x15”x10”), record storage fees (per cubic feet), record retrieval box or file (non-priority) fees, retrieval of box or file (priority) fees, special search/cost per hour and cost per unit for destruction. (SEE Attachment V, Price Page). The pricing sheet provided shall consist of a one year cost, including retrieval and relocate fee (one time cost), the 2nd year and 3rd year cost will not include the retrieval and relocate fee (3 Year Contract). Renewal will be based on the 3 year Original Contract Total.

The Contractor/Vendor will include in the cost per unit for re-filing and transporting units.

3.6.3 Other Required Documentation

(1) Department of State Registration Form:

Bidder shall submit a copy of its registration with the Department of State, which authorizes the company to do business in Florida.

(2) Certifications:

In the event that the Department’s evaluation results in identical evaluations of replies, the Department will select a Respondent based on the criteria identified in rule 60A-1.011, Florida Administrative Code. Please provide the following documentation, if applicable.

(3) Certification of Drug-Free Workplace (Add link);

(4) Certification of Minority Business; and

(5) Certification of Wartime or Service Disabled Veteran

If these do not apply to your company, please upload a document with a statement to that effect.

3.7 Redacted Submissions
The following subsection supplements section 19 of the PUR 1001. If bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder must mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name, number, and the Bidder’s name on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder’s responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder’s determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

3.8 Additional Information
By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested will result in disqualification of the bid.

SECTION 4 SELECTION METHODOLOGY

4.1 Basis of Award
The Contract will be awarded to the responsible and responsive bidder that submits the lowest responsive bid. The Department will consider the total cost for each year of the Contract, including renewal years as submitted by the bidder. The Department reserves the right to award multiple contracts, for all or part of the work contemplated by this solicitation.

The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

4.2 Bid Disqualification
Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which bidders are responsive and responsible.

4.3 Identical Evaluations of Replies

In the event that the Department’s evaluation results in identical evaluations of bids, the Department will select a bidder based on the criteria identified in rule 60A-1.011, Florida Administrative Code.

SECTION 5 TECHNICAL REQUIREMENTS

Section 5 contains the Scope of Work and Technical Requirements; however, the General Contract Conditions-PUR 1000 is incorporated by reference and can be accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

5.1 Service Tasks

CARES requires a vendor that will assist with the following: support electronic record processes, reduce storage costs, provide anytime, anywhere access to documents, and deploy new capabilities with minimal capital outlay.

5.1.1 Storage

(a) Records are to be stored in department approved corrugated boxes measuring 12” X 15” X 10”. Each box (unit cost) may contain multiple individual record files. Complete re-boxing of all records for storage shall not be required. The Vendor shall ensure that records are re-boxed only if the original container is damaged in transit or while being stored at the facility and notification of such re-boxing will be made in writing. Some storage boxes in this category may require environmentally controlled conditions. The facility storage space utilized shall be based upon the total box count as of the prior activity period.

(b) The primary goal is to maintain the physical security of the stored records in a safe secure environment where records maybe readily retrievable within 1 business day, on a normal basis, or within four hours of the Vendor being notified that a priority retrieval is requested. A Priority (priority is defined as a situation where failure to respond within four hours may negatively impact the Department and/or prevent timely services to the client) situation is communicated to the Vendor by the CARES unit requesting the record. The provider or vendor will utilize the most effective and expeditious method to track, index, identify and retrieve records securely stored within the facility. This includes the ability to accurately track the current status of a record requested for retrieval.

(c) Records within a storage box may, upon request, be indexed individually.

(d) Currently used State/Department numbering systems in place to identify storage boxes and specific files within those boxes will continue to be utilized and appropriate documentation maintained prior to the transfer of boxes to the Vendor. The Vendor shall create and maintain a cross-reference system of all records stored in the Vendor’s facility.
5.1.2 Record Indexing

(a) Records transferred to the Vendors facility for storage will be indexed in the provider’s or Vendor’s computer system within 3-days of receipt based upon the Department’s storage box number, internal account number, record type codes and the Vendor’s storage location.

(b) The current number system to identify storage boxes and specific files within those boxes shall continue to be utilized. The Vendor shall create and maintain a cross-reference system, based upon the Department’s storage box number, internal account number, record type codes and the storage location within the Vendor’s facility.

(c) Original DOEA applied labels cannot be altered. The Vendor may affix additional labels as necessary for record tracking purposes, without obscuring or changing DOEA’s affixed label or the information contained.

5.1.3 Record Pickup and Record Retrieval

(a) Contractor shall deliver requested files or cartons to the requesting CARES location on a same or next day basis depending on the priority of the request made by the CARES unit. Documents may be scanned and sent via secure e-mail to the requesting office. Normal deliveries are to be within 24 hours of receipt of request with the exception of priority delivery which shall be within four hours of request. A Priority delivery if required will be communicated to the Vendor by the CARES unit requesting expedited delivery.

(b) State observed holidays are as follows: New Year Day; Christmas Day; Martin Luther King Day; Memorial Day; Independence Day; Labor Day; Veteran’s Day; Thanksgiving Day and Friday following.

(c) Storage records shall be picked up from the Department for storage upon notification from the Department’s Program Operations Administrator and/or his/her designee within 3 days of notification.

(d) All requested records are to be delivered to the Department’s Program Operations Administrator and/or his/her designees at the location requesting the record, unless otherwise specified.

(e) The Department’s Program Operations Administrator and/or his/her designees will contact the awarded Vendor and schedule the pickup of new storage files and/or files returning to storage that have been previously retrieved, on an “as needed” basis. Pickup location will be as stated on the request.

(f) Multiple records and/or boxes of records shall be transported in one trip.

(g) The successful Vendor shall commence responsibility for the Department’s records upon receipt of them, up to and including pickup and delivery services, and shall provide the Department with a written receipt for all records picked up or delivered at the date and time of the transaction.

(h) The successful Vendor agrees to provide training to departmental employees on their processes on how to request records from storage and/or send records to storage, as
necessary and at no additional cost, to the Department.

5.1.4 Re-filing

Upon return for storage, boxes and/or individual records within a specific storage box shall be re-filed in the original storage location within the storage facility within 3-days of receipt.

5.2 Current Records Storage Pickup

Historically, individual CARES offices negotiated the terms of local record management contracts. CARES currently has approximately 3,700 cubic feet in storage. All storage boxes are supplied by CARES. The awarded contractor, if any, shall pick up currently stored records at all 18 locations across the state and each office, if applicable, and deliver all records to the contractor’s facility.

The successful bidder will be required to move all boxes within (30) calendar days of contract award. The successful Vendor agrees to accept all requirements from existing storage vendors in the removal, transport and catalog all existing inventory, at no cost, to the Department.

The Department reserves the right to add and delete service sites, records storage quantities within the scope of this Invitation to Bid with the agreement of the selected vendor(s).

5.4 Records Management System

Contractor shall have a records management system with bar coding technology to provide a fully automated document tracking and retrieval system. The system must maintain an up-to-date record on all transactions concerning the CARES. Contractor shall provide carton labels with contractor’s inventory number and bar code.

5.5 Destruction

The chosen contractor(s) shall create a records disposition program to enable CARES to dispose of records that are no longer needed or past the retention date. Contractor must comply with HIPPA requirements for destruction of records by burning, shredding or pulped method. All destruction must be completed within ten working days of receipt of request in writing. Proof of such destruction must be received by CARES within five working days of the event. Contractor shall provide a formal certificate of destruction indicating actual destruction has taken place.

All requests by the Department for the destruction of records shall be in writing and accompanied by a transmittal identifying the specific records to be destroyed. Destruction orders will be provided for cartons in storage, which have met their retention requirements. No records shall be destroyed without prior written authorization from the Department’s Program Operations Administrator or his/her designee. The Department's Program Operations Administrator and/or designee must be present for the destruction of all departmental record.

5.6 Storage Facility

Any records storage facility must be a building of permanent construction in which records are to be stored. The facility shall meet and/or exceed HIPAA requirements for the
security and storage of protected health information (PHI) to include appropriate environmental (temperature and humidity) and security controls to safeguard the safety of the records and information contained therein. The facility must contain a fire suppression system, not be located in a flood prone area, and must be protected by a security monitoring/alarm system or by a security guard after hours. The building shall be protected by a fire suppression system which meets established standards to maintain the integrity of paper records.

The responsibilities of the Vendor in fulfilling the terms and conditions of this bid and the physical construction of the Vendor's facility for storage of records shall be governed by the requirements set forth in the State of Florida Public Records Storage Guidelines for Records Centers and Archives, available at: http://dlis.dos.state.fl.us/barm/handbooks/PublicRecordsStorageGuidelinesforRecordsCentersandArchives.pdf

All records must be maintained in a secure environment and require protection in a safe secure environment where loss, theft or damage to records as a result of vandalism, fire, the elements, and pests is preventable.

5.7 Document Imaging

Vendor should have the ability to scan, encrypt and transmit requested documents when needed without the high cost of full digital conversion.

The Department is seeking document imaging of retrieved files to include the following:

(a) Fast, easy convenient retrieval:
   The use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key during transmission;

(b) Secure chain of custody; and

(c) “Pay-as- you-go” pricing and a managed service with zero investment in hardware, software, integration, or ongoing management and maintenance.

5.8 HIPPA requirements – Electronic PHI

Pursuant to 45 CFR §164.306, chosen vendor and all of the business associates it contracts with, must comply with the applicable standards and safeguards with regards to all electronic protected health information as specified in 45 CFR §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.314 (Organizational Requirements), and 164.316 (Policies, Procedures, and Documentation Requirements).

5.8 Confidentiality

The contractor shall maintain confidentiality of all data, files and records including client records related to services provided pursuant to required security policies and procedures and any amendments. A copy of the Florida Department of Health security policy will be provided. The Contractor shall maintain compliance with state and federal laws including, but not limited to those cited in section 5.13 of the ITB. The contractor, to ensure the protection and confidentiality of all confidential matters, must implement appropriate procedures. The contractor must comply with any applicable standards of practice with respect to client confidentiality. This expressly includes following all regulations promulgated under the Health and Portability and Accountability Act of 1996 (HIPAA). To attest to such the contractor will be required to sign a HIPAA Business Agreement with DOEA.
5.9 Staffing

Each vendor shall include its proposed staffing for technical, administrative, and clerical support. The successful Vendor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the successful Vendor’s staffing levels do not conform to those promised in the bid, it shall advise the successful Vendor in writing and the successful Vendor shall have 30 days to remedy the identified staffing deficiencies.

Any employee whose continued presence would be detrimental to the success of the project as determined by the Department shall be replaced by the Vendor with an employee of equal or superior qualifications. The Department will exercise exclusive judgment in this matter.

5.10 Location Changes

The successful Vendor shall notify the Department’s contract manager, in writing, within (15) calendar days prior to making changes, which will affect the Department’s ability to contact the successful Vendor by telephone or facsimile transmission.

5.11 Reports

5.11.1 Retrieved boxes

The Vendor will provide monthly, commencing on the first full 30 days after the contract is awarded, report which includes at a minimum; the number of boxes stored, the square footage of storage utilized, number of records destroyed during the period, the number of new boxes received in the same period and the number of records requested for retrieval and the method of delivery. The report will indicate the record storage coverage area and the name of the unit receiving services during the period of report.

5.12 Performance Measures

(1) 95\% of Priority record retrievals shall be retrieved and provided to the Department within 4-hours of the receipt of the request is received.
   (a) Numerator: # of records delivered within 4-hours of receiving notice
   (b) Denominator: # of request made for the delivery of priority records

(2) 95\% of the Non-Priority record retrievals shall be retrieved and provided to the Department by the second business day after request is received.
   (a) Numerator: # of records delivered within second business day of receiving notice
   (b) Denominator: # of request made for the delivery of non-priority records

(3) 100\% of records shall be destroyed within 30 days of receipt of destruction.
   (a) Numerator: # of records destroyed within 30 days of notice
   (b) Denominator: # of request requested to be destroyed

5.12.1 Methodology
For the purposes of these performance standards, the totals will be after any required corrections have been made to the report. The designated department person/personnel will compare the Detail Listing of Storage Activity to our internal logs for discrepancies. Any discrepancies noted will be reviewed with the successful Vendor’s designee for clarification or corrective action as necessary.

5.12.2 Protected Health Information

The chosen vendor must comply with the Department’s Procedures regarding Protected Health Information. The Procedures are available at:

http://elderaffairs.state.fl.us/doea/hipaa.php

If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

(1) The successful Vendor will review and implement applicable parts of the HITECH Act in order to meet and/or exceed the confidentiality and viability of EPHI.

(2) The successful Vendor hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by contract, state or federal law.

(3) The successful Vendor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by contract or applicable law.

(4) The successful Vendor agrees to report to the Department any use or disclosure of the information not provided for by contract or applicable law.

(5) The successful Vendor hereby assures the Department that if any PHI received from the Department, or received by the provider on the Department’s behalf, is furnished to community providers or agents in the performance of tasks required by contract, that those community providers or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.

(6) The successful Vendor agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(7) The successful Vendor agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(8) The successful Vendor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(9) The successful Vendor agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the provider on behalf of the Department available for purposes of determining the provider’s compliance with all State and Federal requirements in the storage and handling of PHI.

5.13 Invoicing and Payments

This ITB will result in a fixed price (unit cost) contract. The Department shall pay the successful Vendor for the delivery of service units in accordance with the terms of the resulting contract, subject to the availability of funds, and pursuant to section 215.422, Florida Statutes.
The successful Vendor will request reimbursement on a monthly basis through the submission of a properly completed invoice along with supporting documentation within 15 days following the end of the month for which reimbursement is being requested. Payment due under the resulting contract will be withheld until the Department has confirmed delivery of negotiated services.

Payments may be authorized only for services units provided in accordance with the terms and conditions of the awarded contract. The service units for which payment is being requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by the awarded contract.

It is expressly understood by the Vendor that any payment due the Vendor under the terms of the resulting contract may be withheld pending the receipt and approval by the Department of all financial and program reports due from the Vendor as a part of the resulting contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the Vendor upon inspection by the Department.

The Vendor must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

The successful Vendor agrees that at the termination of contract, if feasible and where not inconsistent with other provisions of contract concerning record retention, it will return or destroy all PHI received from the Department or received by the provider on behalf of the Department, that the provider still maintains regardless of form. If not feasible, the protections of contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

A violation or breach of any of these assurances shall constitute a material breach of contract.

The successful Vendor is solely and uniquely responsible for the satisfactory performance of the tasks described above. By execution of the resulting contract the successful Vendor 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.

ATTACHMENT I
FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT

(INsert Program Name)

THIS CONTRACT is entered into between the State of Florida Department of Elder Affairs (Department) and Contractor(s) (Contractor), and collectively referred to as the “Parties.” The term contractor for this purpose may designate a vendor, subcontractor or subrecipient, the status to be further identified in ATTACHMENT III, Exhibit 2 as necessary.

WITNESSETH THAT:
WHEREAS, the Department has determined that it is in need of certain services as described herein; and
WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent contractor of the Department.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract
   The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms and exhibits, which constitute the contract document.

1.2 Department Mission Statement
   To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The Department's vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers as partners and stakeholders in Florida’s aging services network are expected to support the Department’s mission, vision, and program priorities.

2. Incorporation of Documents within the Contract
   The contract will incorporate attachments, proposal(s), state plans, grant agreements, relevant Department handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract
   This contract shall begin on ___/___/_____ or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Tallahassee, Florida, on ___/___/_____.

4. Contract Amount
   The Department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $____ Contract Amount or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals
   By mutual agreement of the Parties, in accordance with s. 287.058(1)(a), F.S., the Department may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Department and the availability of funds.

6. Compliance with Federal Law
   6.1 If this contract contains federal funds this section shall apply.
6.1.1 The Contractor shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11758, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Contractor shall report any violations of the above to the Department.

6.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If this contract contains federal funding in excess of $100,000.00, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form, ATTACHMENT VII. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager prior to payment under this contract.

6.1.4 In accordance with Appendix A to 2 CFR 215, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

6.1.5 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign ATTACHMENT V prior to the execution of this contract.

6.2 The Contractor shall not employ an unauthorized alien. The Department will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this contract by the Department.

6.3 If the Contractor is a nonprofit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Department in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.

6.6 To comply with Presidential Executive Order 13989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
7. **Compliance with State Law**

7.1 This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.

7.2 The Contractor shall comply with requirements of s. 287.058, F.S., as amended.

7.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).

7.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

7.2.3 If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.

7.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractor’s refusal to comply with this provision will constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

7.3 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 437, F.S., and Rule 41-2, F.A.C.

7.4 Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

7.5 The Contractor shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.6 In accordance with s. 287.135 F.S., any contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract with the Department for goods or services of $1 million or more. Pursuant to s. 287.135 F.S., the Department may terminate this contract if the Contractor is found to have submitted false certification of its status on the Lists or has been placed on the Lists. Further, the Contractor is subject to civil penalties, attorney’s fees and costs and any costs for investigations that led to the finding of false certification. If this contract contains $1 million or more, the Contractor shall complete and sign ATTACHMENT H, Certification Regarding Scrutinized Companies Lists, prior to the execution of this contract.

8. **Background Screening**

The Contractor shall ensure that the requirements of s. 430.0402 and ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not excepted from the Department’s level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and ch. 435, F.S.

8.1 Further information concerning the procedures for background screening are found at http://elderaffairs.state.fl.us/docs/backgroundscreening.php.

9. **Grievance Procedures**
The Contractor shall develop, implement, and ensure that its subcontractors have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the subcontractor's determination(s).

10. Audits, Inspections, Investigations, Public Records and Retention
10.1 The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Department under this contract. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.

10.2 The Contractor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.

10.3 Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period in this section 10.2.

10.4 The Contractor shall assure that the records described in this section 10.2 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.

10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and federal auditors, pursuant to 45 CFR 92.36(k)(10), will be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

10.6 The Contractor shall provide a financial and compliance audit to the Department as specified in this contract and in ATTACHMENT III and ensure that all related third-party transactions are disclosed to the auditor.

10.7 The Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.

11. Nondiscrimination Civil Rights Compliance
11.1 The Contractor shall execute assurances in ATTACHMENT VI that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal laws and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

11.2 During the term of this contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (ATTACHMENT B).

11.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
11.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against such participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. Monitoring by the Department
The Contractor shall permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Contract Manager.

13. Provision of Services
The Contractor shall provide services in the manner described in ATTACHMENT E.

14. Coordinated Monitoring with Other Agencies
If the Contractor receives funding from one or more of the State of Florida other human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 257.0575, F.S., as amended, Florida’s human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Elder Affairs, and the Department of Veteran Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency’s lead administrative coordinator, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

15. Indemnification
The Contractor shall indemnify, save, defend, and hold harmless the Department and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Department for claims, demands, actions or causes of action arising solely out of the Contractor’s negligence.

15.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, this section 15 is not applicable to contracts executed between the Department and state agencies or subdivisions as defined in s. 768.28(2), F.S.

16. Insurance and Bonding
16.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision, as defined by subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protection for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor’s liability and obligations under this contract. The Contractor shall assure that the Department has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.
16.2 Throughout the term of this agreement, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information
The Contractor shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

18. Health Insurance Portability and Accountability Act
Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

19. Incident Reporting
19.1 The Contractor shall notify the Department immediately but no later than forty-eight (48) hours from the Contractor’s awareness or discovery of conditions that may materially affect the Contractor or subcontractor’s ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

19.2 The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 458 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. New Contract(s) Reporting
The Contractor shall notify the Department within ten (10) days of entering into a new contract with any of the remaining four (4) state human services agencies. The notification shall include the following information: (1) contracting state agency; (2) contractor name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity of services; and (6) Contract Manager name and number. In complying with this provision, and pursuant to s. 282/275, F.S., as amended, the Contractor shall complete and provide the information in ATTACHMENT D.

21. Bankruptcy Notification
During the term of this contract, the Contractor shall immediately notify the Department of Elder Affairs if the Contractor, its assignee, subcontractor or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Department of Elder Affairs: (1) the date of filing, (2) the name and number of the petition; (3) the court name and the division in which the petition was filed (e.g. Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity
22.1 As required by s. 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publishing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name) and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “State of Florida, Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.

22.2 The Contractor shall not use the words “The State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Department prior to use.
23. Assignments
23.1 The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Department, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Department will constitute a material breach of the contract.

23.2 The State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract.

23.3 This contract shall remain binding upon the successors in interest of either the Contractor or the Department.

24. Subcontracts
24.1 The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its subcontractors. Any subcontractors shall be evidenced by a written document and subject to any conditions of approval by the Department deemed necessary. The Contractor further agrees that the Department will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.

24.2 The Contractor shall promptly pay any subcontractors upon receipt of payment from the Department or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0385, F.S., unless otherwise stated in the contract between the Contractor and subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor
It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Department and shall not hold themselves out as employees or agents of the Department without specific authorization from the Department. It is the further intent and understanding of the Parties that the Department does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor are the sole responsibility of the Contractor.

26. Payment
Payments shall be made to the Contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Contractor. The Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department’s finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.

27. Return of Funds
The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Contractor by the Department. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Contract Manager will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Department notification or Contractor discovery.
28. Data Integrity and Safeguarding Information
The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign ATTACHMENT IV prior to the execution of this contract.

29. Computer Use and Social Media Policy
The Department of Elder Affairs has implemented a new Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPe and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department’s computer resource systems must comply with the Department’s policy regarding social media. Social Media includes, but is not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, online sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as Flickr and YouTube. This policy is available on the Department’s website.

30. Conflict of Interest
The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent, (b) any member of her/his immediate family, (c) his or her partner, or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or subcontractor’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontract. The Contractor’s board members and management must disclose to the Department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual’s original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor’s employees and subcontractors must make the same disclosures described above to the Contractor’s board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime
Pursuant to s. 287.152, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction, 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 s. 287.017, F.S., for CATEGORY TWO for a period of 56 months following the date of being placed on the convicted vendor list.

32. Purchasing
32.1 The Contractor may purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitation Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.
32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of s. 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in s. 413.056(1) and (2), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Department 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.respectflorida.org. This clause is not applicable to subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties
If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention or material to the Department to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 285, F.S. Pursuant to s. 287.0571(3) (d) 1. and 2. as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

33.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 33.

33.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

34. Emergency Preparedness and Continuity of Operations
34.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Contractor shall notify the Department of emergency provisions.

34.2 In the event a situation results in a cessation of services by a subcontractor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. PUR 1000 Form
The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

36. Use of State Funds to Purchase or Improve Real Property
Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

37. Dispute Resolution
Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor.

38. Financial Consequences of Non-Performance
If the Contractor fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Department must apply financial consequences commensurate with the
deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

39. The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Department.

39. No Waiver of Sovereign Immunity
Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

40. Venue
If any dispute arises out of this contract, the venue of such legal recourse will be Leon County, Florida.

41. Entire Contract
This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Department or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

42. Force Majeure
The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

43. Severability Clause
The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

44. Condition Precedent to Contract: Appropriations
The Parties agree that the Department’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

45. Addition/Deletion
The Parties agree that the Department reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida’s best interest and reduce to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

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

47. Compliance
The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the Department.

48. Final Invoice
The Contractor shall submit the final invoice for payment to the Department as specified in section 3.2.1. (date for final request for payment) of ATTACHMENT 1. If the Contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Department may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Department.
40. **Renegotiations of Modifications**
Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department’s operating budget.

50. **Termination**

50.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Contractor responsible for administration of the contract.

50.2 In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Contractor responsible for administration of the contract. The Department will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed prior to the date of termination.

50.3 This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the Contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department’s or the Contractor’s rights to remedies at law or in equity.

50.4 Failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Department, or (2) had a contract terminated by the Department for cause.

51. **Electronic Records and Signature**
The Department authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, s. 668.50, Fla. Stat. All electronic records must be fully auditable, subject to Florida’s Public Records Law, ch. 119, Fla. Stat.; must comply with section 28, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable, and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this Agreement.

51.1 The Department’s authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Department. The Contractor is authorized to conduct electronic transactions with the Department only upon further written consent by the Department.

51.2 Upon request by the Department, the Contractor shall provide the Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Department of any document that was originally in electronic form with an electronic signature must indicate the person and the person’s capacity who electronically signed the document on any non-electronic copy of the document.
### 52. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

<table>
<thead>
<tr>
<th>a. The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:</th>
</tr>
</thead>
</table>
| «Contractor»
| «Address»
| «City, State, Zip»
| «Phone» |

<table>
<thead>
<tr>
<th>b. The name of the contact person and street address where financial and administrative records are maintained is:</th>
</tr>
</thead>
</table>
| «Contact Agent»
| «Address»
| «City, State, Zip»
| «Phone» |

<table>
<thead>
<tr>
<th>c. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:</th>
</tr>
</thead>
</table>
| «Contact of Director»
| «Address»
| «City, State, Zip»
| «Phone» |

<table>
<thead>
<tr>
<th>d. The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:</th>
</tr>
</thead>
</table>
| Department of Elder Affairs
| Division of Financial Administration
| 4040 Esplanade Way, Suite 215
| Tallahassee, FL 32309-7000 |

<table>
<thead>
<tr>
<th>e. The name, address, and telephone number of the Contract Manager for this contract is:</th>
</tr>
</thead>
</table>
| «CMName»
| 4040 Esplanade Way, Suite «CMRM»
| Tallahassee, FL 32309-7000
| (850) 414-«CMPh» |

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

### 53. All Terms and Conditions Included:

This contract and its Attachments 1 - 7, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS WHEREOF, the Parties hereto have caused this 36 page contract, to be executed by their undersigned officials as duly authorized.

**Contracting: «Contractor»**

<table>
<thead>
<tr>
<th>SIGNED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME:</td>
</tr>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
</tbody>
</table>

**STATE OF FLORIDA,**

**DEPARTMENT OF ELDER AFFAIRS**

<table>
<thead>
<tr>
<th>SIGNED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME:</td>
</tr>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
</tbody>
</table>

Federal Tax ID: «EIN»

Fiscal Year Ending Date: «FYEND»
## Bidder’s Mandatory Criteria Certification

Acknowledgement that the Bidder’s are able to fully execute the requirements of this solicitation:

<table>
<thead>
<tr>
<th>Certifications</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder’s behalf?</td>
<td></td>
</tr>
<tr>
<td>Does Bidder certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?</td>
<td></td>
</tr>
<tr>
<td>Does Bidder certify compliance with section 9 of the PUR 1001?</td>
<td></td>
</tr>
<tr>
<td>Does Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?</td>
<td></td>
</tr>
<tr>
<td>Does Bidder certify that it can and will meet all required laws, regulations and/or procedures related to confidentiality in storage of the Department’s records?</td>
<td></td>
</tr>
<tr>
<td>Does the Bidder certify that their company understand and is in compliance with HIPPA Requirements?</td>
<td></td>
</tr>
<tr>
<td>Does the Bidder certify that their company has never been fined because of non-compliance of HIPPA Requirements?</td>
<td></td>
</tr>
</tbody>
</table>

We affirm and acknowledge that we truthfully and accurate answered the above questions.

PRINT CONTRACTOR NAME: _________________________________

By: Date: ________________________

Signature of Authorized Representative _________________________

Print Representative’s Name/Title: ____________________________
ATTACHMENT III – BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent.

This business reference is for (Respondent’s Name):

Name of the person providing the reference: 

Title of person providing the reference: 

Organization name of person providing the reference:

Telephone number of the person providing the reference:

Please identify your relationship with the Respondent (e.g., subcontractor, customer, etc.).

How many years have you done business with the Respondent?

Please provide dates:

If a customer, please describe the primary service the Respondent provides your organization.

Did the Respondent act as a primary provider or as a subcontractor?

Do you have a business, profession, or interest in the Respondent’s organization? If yes, what is that interest?

Have you experienced any contract performance problems with the Respondent’s organization? If so, please describe.

Please describe your level of satisfaction with the overall services provided by the Respondent.

Would you conduct business with the Respondent’s organization again?

Are there any additional comments you would like to make regarding the Respondent’s organization?

Dated this ______________________ day of __________ 20____

Name of Organization: ____________________________________________
Entity Information Form

Official Entity Name: ________________________________

Federal Employer Identification Number (including the State of Florida Office Sequence Number): __________________________

Physical Address: ____________________________________________________________

Mailing Address (if different): __________________________________________________

Telephone Number: ___________________________ Fax Number: _______________________

Name of Contracting Officer: ___________________________ Title: _______________________

(This individual must have the authority to bind the Respondent, as evidenced by submission of documentation from the governing board if this individual is not the owner or Chief Executive Officer/President of the company)

Respondent’s Contract Manager Name: ___________________________ Title: _______________________

Mailing Address: _____________________________________________________________

Telephone Number: ___________________________ Email Address: ______________________

Is the Proposing Entity a “DBA” or “Doing Business As” Yes ☐ No ☐

If yes, please explain why: ______________________________________________________

Certifications:

On behalf of ___________________________ this document certifies that the ___________________________: 

• Agrees to all terms and conditions contained in the Invitation to Negotiate for which this reply is submitted, except for conditions or terms the Department has indicated will be negotiated.

• Has met all conditions and requirements of this ITN including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this procurement contract by any federal or state department or agency. If the Respondent is unable to certify to any part of this statement, such Respondent shall include an explanation in the transmittal letter.

• Neither anyone acting on its behalf has contacted anyone, between the release of the solicitation and due date of this solicitation, 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.

• Neither anyone acting on its behalf or with an interest in the Respondent’s firm has:
  o Had a contract that was not competitively procured to perform a feasibility study for the potential implementation of a subsequent contract, or
  o Participated in the drafting of this solicitation,
  o Developed a program for future implementation dealing with the specific subject matter of this solicitation.

Signature ___________________________ Date: ___________________________

Official Title ___________________________
ATTACHMENT V
Part A

Instructions: The Department intends to make a single award state-wide. However, the Department reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

Please review services area below to determine which counties your bid includes (see the Price Page to incorporate your bid).

Please Note: Unit Cost = One Box (12"x15"x10") including re-filling and transportation.

<table>
<thead>
<tr>
<th>Service Area 1</th>
<th>Service Area 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Okaloosa, Santa Rosa and Walton</td>
<td>Hardee, Highlands, Hillsborough, Manatee, and Polk</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Area 2</th>
<th>Service Area 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Taylor, Wakulla and Washington</td>
<td>Brevard, Orange, Osceola and Seminole</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Area 3</th>
<th>Service Area 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Marion, Putnam, Sumter, Suwannee and Union</td>
<td>Charlotte, Collier, DeSoto, Glades, Hendry, Lee and Sarasota</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Area 4</th>
<th>Service Area 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baker, Clay, Duval, Flagler, Nassau, St. Johns and Volusia</td>
<td>Indian River, Martin, Okeechobee</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Area 5</th>
<th>Service Area 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pasco and Pinellas</td>
<td>Broward</td>
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</table>

<table>
<thead>
<tr>
<th>Service Area 11</th>
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</thead>
<tbody>
<tr>
<td>Miami-Dade and Monroe</td>
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</tbody>
</table>

Please see link for CARES Directory for address for deliveries:
http://elderaffairs.state.fl.us/doea/care/cARESdir.pdf
BID PRICE LIST

SERVICE AREA(S): ____________________

STATEWIDE:      YES ___ / NO ___

Please Note: Re-filing and transporting included in unit cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Service Area 1</th>
<th>Service Area 2</th>
<th>Service Area 3</th>
<th>Service Area 4</th>
<th>Service Area 5</th>
<th>Service Area 6</th>
<th>Service Area 7</th>
<th>Service Area 8</th>
<th>Service Area 9</th>
<th>Service Area 10</th>
<th>Service Area 11</th>
<th>STATEWIDE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Units (Storage Box)</td>
<td>120</td>
<td>154</td>
<td>361</td>
<td>379</td>
<td>441</td>
<td>541</td>
<td>809</td>
<td>384</td>
<td>530</td>
<td>648</td>
<td>436</td>
<td>4,803</td>
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<tr>
<td>Storage Cost Per Unit (box) (Intake)</td>
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<tr>
<td>Pick-Up Units &amp; Relocate fee (one time cost)</td>
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<td>TOTAL COST</td>
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</table>
### ADDITIONAL SERVICES REQUIRED

<table>
<thead>
<tr>
<th>Description (Per Unit)</th>
<th>Service Area 1</th>
<th>Service Area 2</th>
<th>Service Area 3</th>
<th>Service Area 4</th>
<th>Service Area 5</th>
<th>Service Area 6</th>
<th>Service Area 7</th>
<th>Service Area 8</th>
<th>Service Area 9</th>
<th>Service Area 10</th>
<th>Service Area 11</th>
<th>STATEWIDE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retrieval of Box/Or File (Non-Priority) Cost Per Unit</td>
<td></td>
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<tr>
<td>Retrieval of Box/Or File (Priority) Cost Per Unit</td>
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<tr>
<td>Unit Destruction Cost Per Unit</td>
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</table>

**VALUE ADDED: (not included in Total Cost)**

Reference to 5.7 of the ITB, Vendor should have the ability to scan, encrypt and transmit requested documents when needed without the high cost of full digital conversion.

**Document Images**

Per Unit Cost (Box) ___________ Per File Cost ___________ Per Page Cost ___________