

**Agency for Persons with Disabilities
State of Florida
Sunland**



**INVITATION TO BID
(ITB)**

FOR

**Fresh Breads, Rolls and Buns
APD ITB 18/19-023**

COMMODITY CODES: 50181900

Bid Opening Date:

March 5, 2019 at 3:00 P.M. (EST)

MAIL OR DELIVER BID REPLIES/RESPONSES TO:

Alicia Ponchak

Agency for Persons with Disabilities

4030 Esplanade Way Suite 215

Tallahassee, Florida 32399-0950

Telephone: (850) 414-8879

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SECTION 1 - INTRODUCTION

1.1 Statement of Need

The Agency for Persons with Disabilities (Agency) at Sunland located at 3700 Williams Drive in Marianna, Florida and Tacachale located at 1621 NE Waldo Road in Gainesville, Florida are Intermediate Care Facilities for the Developmentally Disabled. Residents live in homes and every effort is put forth to provide them with a typical home-like setting. The facilities provide complete care for the residents. The Agency's need is to establish an agreement between a vendor for the purchase and delivery of fresh bread and buns to Sunland Food Service located in Marianna, Florida and Tacachale in Gainesville, Florida.

1.2 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to secure a purchase order agreement with a responsive and responsible vendor(s). The vendor(s) shall provide a cost per case for each fresh bread product listed on Appendix VII Price Sheet.

1.3 Successful Bidder

The successful lowest bidder(s) will be asked to deliver fresh bread products to Sunland and Tacachale. The vendor shall provide just-in-time inventory and immediate delivery.

Bidder shall provide an actual cost per case price per item for each fresh bread product on the Price Sheet. An estimated quantity is specified in Appendix VII Price Sheet.

This ITB shall be offered Free On-Board destination with freight charges being the responsibility of the vendor(s). Pricing shall include delivery and shall include any costs associated with the bid. The Agency will not accept any other costs not included on Appendix VII Price Sheet.

1.4 Term of Purchase Order

The agreement between the Agency and the vendor will be effective **March 13, 2019**. A blanket purchase order will be established to the successful vendor(s) through the MyFloridaMarketPlace (MFMP) system. The State of Florida Comptroller will issue payment. This agreement is effective for three (3) years. This agreement can be renewed for one-year term for an additional three-year period, pending both parties agree in writing. Renewal of the agreement shall be subject to the same terms and conditions set forth in the original ITB.

1.5 Renewal

This Special Condition takes precedence over General Conditions #26 in PUR1000.

The Contract/Purchase order resulting from this solicitation may be renewed for a period not to exceed three (3) years or the term of the original contract/purchase order, whichever is longer. The price for each potential renewal increments shall be submitted for evaluation by the Agency and shall not exceed 5% of the original bid price. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions of the original bid. Any renewal shall be contingent upon satisfactory performance evaluations by the Agency and subject to the availability of funds. The Agency may negotiate a lower price at the time of renewal.

1.6 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the vendor, other governmental entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Agency shall not be a party to any transaction between the vendor and any other purchaser. As provided in Section 287.042(16), Florida Statutes (F.S.), other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the vendor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

SECTION 2 - ITB PROCESS

2.1 Contact Person

The Procurement Officer is the sole point of contact for this ITB. The Procurement Officer for this ITB is:

Alicia Ponchak, Procurement Officer
4030 Esplanade Way
Suite 215
Tallahassee, FL 32399-0950
Telephone: (850) 414-8879
E-mail: Alicia.Ponchak@apdcares.org

2.2 Posting

All notices, decisions, intended decisions, and other matters relating to the procurement will be electronically posted on the State of Florida Vendor Bid System at:

http://www.myflorida.com/apps/vbs/vbs_main_menu

It is the responsibility of those submitting a response to the solicitation to obtain the results from the Internet posting in sufficient time to protect their own interests should they care to do so.

2.3 Limitation on Contacting Agency Personnel

Pursuant to section 287.057(23), F.S., bidders to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the Agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer identified in Section 2.1, Contact Person as provided in the procurement documents. Violation of this provision may be grounds for rejecting a response.

2.4 Calendar of Events and Deadlines

Listed below are the important activities and dates/times by which the actions must be taken and completed. If the Agency finds it necessary to change any of these dates/times, it will be accomplished by addendum posted pursuant to section 2.2 above. All listed times are local times in Tallahassee, Florida, (Leon County) Eastern Standard Time (EST).

ACTIVITY	DUE DATE	TIME	LOCATION
ITB Advertise and Release Date	02/14/2019		Vendor Bid System: http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Questions submitted in writing	02/25/2019	Prior to 3:00 P.M.(EST)	Inquiries sent to Procurement Officer via email: Alicia.Ponchak@apdcares.org
Answers to Questions	2/27/2019		Posted electronically via the following Internet site: http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Receive All Sealed Bids & Bid Opening Date	03/05/2019	Must be received prior to 3:00 P.M.(EST)	Agency for Persons with Disabilities Attn: Alicia Ponchak 4030 Esplanade Way Suite 215 Tallahassee, Florida 32399-0950
Anticipated Posting of Intent to Award	03/12/2019		Vendor Bid System: http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Anticipated Effective Date of Purchase Order	03/13/2019		

2.5 Bidder Questions

Any inquiries from bidders concerning this ITB shall be submitted by email, identifying the submitter, to the Contact Person listed in Section 2.1 and must be received no later than the date and time specified in Section 2.4, Calendar of Events and Deadlines. It is the responsibility of the bidder to confirm receipt of e-mailed inquiries.

Copies of the responses to all inquiries, including written Agency clarifications and/or addenda, if made to the ITB, will be made available through electronic posting on the MyFlorida.com website at:

http://www.myflorida.com/apps/vbs/vbs_www.main_menu

It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

2.6 Withdrawal of Bids

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Agency, signed by the vendor within 72 hours after the bid opening time and date indicated in Section 2.4, Calendar of Events

and Deadlines. A request received in accordance with this provision may be granted by the Agency upon proof of the impossibility to perform based upon an obvious error on the part of the vendor.

2.7 Acceptance/Rejection of Bids

Bids must be received by the Agency no later than the time, date and location as indicated in Section 2.4, Calendar of Events and Deadlines. Any bid submitted shall remain a valid offer at least ninety (90) days after the bid submission date. No changes, modifications or additions to the bids submitted after the deadline for the bid opening has passed will be accepted by or be binding on the Agency.

Bids not received either at the specified location, or by the specified date and time, or both, will be rejected. Rejected bids will be returned unopened to the vendor.

The Agency reserves the right to withdraw the ITB or to waive minor irregularities at any time, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so the Agency assumes no liability to any prospective vendor. Minor irregularity is defined as a variation from the ITB terms and conditions that does not affect the price of the bid or give the vendor an advantage or benefit not enjoyed by other vendors, or adversely affect the interest of the Agency. At its option, the Agency may correct minor irregularities but is under no obligation whatsoever to do so.

2.8 Bid Opening

Bids will be publicly opened at the time and date specified in Section 2.4, Calendar of Events and Deadlines. The name of all bidders submitting bids shall be made available to interested parties upon written request to the Procurement Officer.

2.9 Notice of Intent to Award

The Notice of Intent to Award shall be posted on the Vendor Bid System by the date stated in Section 2.4, Calendar of Events and Deadlines at the following site:

http://www.myflorida.com/apps/vbs/vbs_main_menu

The Agency shall award the contract with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive bid.

If the notice of award is delayed, in lieu of posting the notice of intended award, the Agency shall post a notice of the delay and a revised date for posting the notice of intended award.

2.10 Protests and Disputes

Any person who is adversely affected by the terms, conditions and/or specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding purchase orders, reserving rights of further negotiation, or modifying or amending any written agreement shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation or decision or intended decision. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

In accordance with Section 287.042(2)(c), F.S., when protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of the Agency's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Agency shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to section 120.57(3), F. S. The bond shall be

conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. In lieu of a bond the Agency may accept a cashier's check, official bank check, or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.**

SECTION 3 – SPECIFICATIONS

3.1 Price Adjustments

Upon successful award, the contract shall be for three initial years with the option of a one year three-year renewal option if it is in the best interest of the Agency and with the mutual consent of the awarded vendor(s).

The Agency realizes the volatility of the prices for grain used in the manufacturing of bread products in the global market due to weather, rain fall, transportation costs, and other factors that may be out of the control of the vendor(s). The Agency may consider food price adjustments upon 30 days prior written request from the awarded vendor(s) after the first twelve months from the effective date. The vendor will also submit for consideration a report indicating by item the previous twelve month's cost along with the supplier's submitted new costs for the next twelve months for consideration. The Agency will notify the vendor(s) within ten business days if any proposed price changes for any items are accepted or rejected.

3.2 Mandatory Specifications

- a. All bread, rolls, buns and muffins must be fresh. No day-old product will be acceptable. No frozen bread will be accepted.
- b. Vendor will deliver the bread on rolling trays. Leaving the trays until rotated. The trays must be furnished by successful bidder at no cost to Sunland or Tacachale. Failure to supply these rolling trays will be grounds to cancel the contract.
- c. Rotate bread and pick up old bread past expiration date.
- d. Credit memo must be submitted to Sunland and Tacachale for old bread.
- e. Bidders are required to examine carefully any specifications and other bidding documents to inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect the work.

3.3 Estimated Quantities

All quantities listed on Appendix VII Price Page are estimates. The Agency may purchase more or less of the quantities listed. Appendix VII lists the estimated quantities for a fiscal year. Seasonal periods may actually reflect increases or decreases of some items. All orders will be menu driven and actual selections for weekly orders will be based on menu requirements. These estimated usages are given only as a guide for preparing your bid and should not be construed as representing actual figures under this ITB or as the resulting purchase order.

3.4 Delivery

- a. Deliveries will be made to Sunland's Food Service Department, 3621 Reese Road, Marianna, FL 32446 and Tacachale Food Service Department, 1621 NE Waldo Road, Gainesville, FL 32609.
- b. Deliveries will be made as specified by the Sunland and Tacachale Food Service Directors or their designees.

- c. Deliveries to Sunland Food Service Department must be made between the hours of 7:00 a.m. to 10:00 a.m., Central Standard Time, on Friday, excluding State of Florida holidays, or as specified by the Sunland Food Service Director.
- d. Deliveries to Tacachale Food Service Department must be made between the hours of 8:00 a.m. to 10:00 a.m., Eastern Standard Time, on Monday and Thursday, excluding State of Florida holidays, or as specified by the Tacachale Food Service Director.
- e. Storage and shipping temperature must meet all state and federal regulations.
- f. If the vendor packaging is different than Appendix VII Item Description, vendors must indicate this on Appendix VII, Price Sheet.
- g. Delivery shall be made in clean, closed vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the supplies. Delivery vehicles used to deliver items under this agreement shall be subject to inspection for sanitation. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at proper temperature.
- h. The vendor will deliver the items in the quantity ordered, and on the date and time requested by the Agency. If the vendor cannot meet the delivery schedule, the Agency must be notified, and the delivery made on, or before, the new agreed upon delivery date.

SECTION 4 - VENDOR REQUIREMENTS

4.1 Bidder Qualifications

The successful bidder shall have all applicable licenses and/or permits with the State of Florida, and must comply with all applicable federal, state, and local rules and regulations pertaining to the storage, handling, transporting, and installation of fresh breads.

4.2 Vendor Disqualification

Persons or affiliates placed on the Convicted Vendor List or the Discriminatory Vendor List are disqualified pursuant to Sections 7 and 8 of PUR 1001, which is located at the following website:

[PUR 1001](#)

4.3 Vendor Disqualifications for Previous Failure to Perform

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Agency in a manner satisfactory to the Agency will be a sufficient cause for disqualification or termination. To be disqualified as a vendor under this provision, the prospective vendor must have previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Agency or had a contract terminated by the Agency for cause.

4.4 Vendor Invoicing

- a. Invoices will be accepted at time of delivery. Mailed invoices must be addressed to Sunland Accounting, 3700 Williams Drive, Marianna, FL 32446 and Tacachale Accounting, 1621 NE Waldo Road, Gainesville, Florida 32609. Each invoice must be itemized showing all items delivered to each location.
- b. Invoices mailed or emailed to Sunland Accounting, 3700 Williams Drive, Marianna, FL 32446 and Tacachale Accounting, 1621 NE Waldo Road, Gainesville, Florida 32609. Invoices can also be emailed

to Sunland Accounting Department and Tacachale Accounting Department. The vendor will work with each office in establishing the appropriate email. The vendor agrees to be paid upon submission of properly certified invoice to the Agency for fresh bread products purchased. Invoices shall be submitted to Sunland and Tacachale for each delivery made. The vendor shall submit invoices for fresh bread products in sufficient detail for proper pre-audit and post audit.

4.5 Subcontractors

- a. The successful bidder may, only with prior written approval of the Agency, enter into written subcontracts for performance of specific services under the contract/purchase order resulting from this solicitation. Anticipated subcontract agreements known at the time of bid submission and the amount of the subcontract must be identified in the bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted to the Agency. No subcontract that the bidder enters into with respect to performance under the contract shall in any way relieve the bidder of any responsibility for performance of its contract responsibilities with the Agency. The Agency reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The successful bidder shall provide a monthly Subcontract Report summarizing all subcontracting/material suppliers performed during the prospective contract/purchase order period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the Agency's designated Procurement Officer. The Agency for Persons with Disabilities encourages the use of Minority Women Business Enterprise (MWBE) and Service Disabled Veteran Business Enterprise (SDVBE) vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Agency for Persons with Disabilities Minority Coordinator (850-414-8879) or the Office of Supplier Diversity (850-487-0915), as needed.

In accordance with Executive Order No. 11-02, the selected vendor and all subcontractors assigned to perform work pursuant to the contract with the state agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons assigned by the subcontractor to perform work pursuant to the contract/purchase order with the agency.

- b. Subcontractors will be evaluated at time of bid opening.

4.6 Damage to Property

All Agency property shall be protected against damage by the vendor that might occur during or as a result of performance of this ITB or any resulting contract. The vendor shall indemnify and hold the Agency harmless for any property loss or damage caused by the vendor.

4.7 Correspondence

All correspondence with the Agency prior to this bid will be used for general information. All vendors must submit a sealed bid as specified in this ITB.

4.8 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System, pursuant to subsection 287.057(22), F. S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (Florida Accounting Information Resource (FLAIR) or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code, (F.A.C). By submission of these reports and corresponding

payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit of any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

4.9 Vendor Registration in MyFloridaMarketPlace

Any vendor who is awarded a purchase order from this bid shall provide a copy of the registration certification from the Florida Department of State to the Agency for Persons with Disabilities upon execution. No purchase order may be awarded by any state agency to any vendor who is not registered in the MyFloridaMarketPlace eProcurement system unless exempted by Rule 60A-1.033(3), F.A.C.

4.10 Changes to Location

The vendor shall notify the Agency in writing a minimum of seven (7) business days prior to making changes in business location that will affect the Agency's ability to contact the vendor by phone, email or facsimile transmission.

4.11 State of Florida Form PUR 1000

The State of Florida Form PUR 1000, General Contract Conditions, contains standard terms and conditions that will apply to purchase orders that result from the ITB. In the event of any conflict between Form PUR 1000 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1000 unless the conflicting term is required by any section of the Florida Statutes, in which cases the term contained in PUR 1000 shall take precedence.

By submitting a bid in response to this ITB, the bidder is deemed to have accepted these terms and conditions in their entirety. A bidder's bid shall be considered as the bidder's formal offer. Commodities purchased under this ITB shall be made by purchase order (see Appendix VIII, which is attached to and incorporated herein), and which shall incorporate the terms and conditions of PUR 1000.

[PUR 1000](#)

4.12 Confidential, Proprietary, or Trade Secret Material

The Agency takes its public records responsibilities as provided under chapter 119, F. S., and Article I, Section 24 of the Florida Constitution, very seriously. If vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, F. S., the Florida Constitution or other authority, vendor must also simultaneously provide the Agency with a separate redacted copy of the ITB 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 Agency's solicitation name, number, and the name of the vendor on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Agency at the same time vendor submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, vendor shall protect, defend, and indemnify the Agency for any and all claims arising from or relating to vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If vendor fails to submit a

Redacted Copy with its response, the Agency is authorized to produce the entire documents, data or records submitted by vendor in answer to a public records request for these records.

4.13 Public Records

The vendor shall keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the services specified in this Purchase Order.

The vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in accordance with Agency costs and rates or as otherwise provided by law.

The vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

The vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

If the vendor does not comply with a public records request, this shall constitute an immediate breach of contract for which the Agency may unilaterally and without prior notice terminate the Contract.

4.14 Recalled Products

The vendor shall have the ability to track all products delivered. Product recalls from the manufacturers, producers, suppliers, FDA, or DOH, shall be promptly reported to the Procurement Officer or designee, which shall include, but not be limited to, the following:

- a. The vendor shall have a product recall program that provides for immediate notification to all facilities that have received the recalled products.
- b. The vendor shall be responsible for picking up and replacing all products that are subject to recall.
- c. Issue a credit, or a one-for-one replacement item that meets the specifications of the original delivery and approved by the Agency.
- d. The Agency shall not be responsible for the pickup and replacement cost of any recalled product. Subsequent credits must be applied, as applicable.
- e. A final report shall be made to the Agency stating number of cases shipped, locations and number of returns.

4.15 Returns

The vendor shall provide, within fifteen (15) days after purchase order execution, a return product policy which allows for the following:

Full credit and pick-up within five (5) working days after notification of the rejected product due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The facility desiring credit and pick-up of items will notify the vendor within twenty-four (24) hour of discovery, or next business day, whichever comes first. Rejected items not removed from the facility by the vendor within ten (10) working days after date of notification shall be regarded as abandoned by the vendor and the facility shall have the right to dispose of the items as its own property. The vendor shall, within twenty (20) working days

after notification, reimburse the Agency for all costs and expenses incurred in affecting removal or disposition. The Agency's food service personnel shall have the right to reject products for non-compliance at the point of delivery.

4.16 Substitutions

The vendor will be required to provide only the product(s) awarded. Substituted products delivered or provided to the Agency without prior approval by the Agency are prohibited, will be returned to the vendor at the vendor's expense, and may cause termination of the purchase order. In the event the product specified can no longer be provided for reasons beyond the vendor's control (i.e. - product discontinuance), the vendor shall provide an alternate product request to the Agency along with product nutritional analysis. The substituted product shall meet (or exceed) all terms, conditions, and specifications applicable to the original specified product. An alternate product sample may be required by the Agency for review prior to acceptance. The Agency reserves the right to conduct taste test(s). **NOTE: All requests for substitutions shall be submitted in writing (via email) by the Vendor to APD.**

4.17 Damaged Goods

The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist the vendor(s) in the expeditious handling of damage claims, the ordering facility will:

- a. Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading.
- b. Report damage of delivered goods to the carrier and contract supplier, confirming such reports, in writing, within seven (7) days of delivery, requesting that the carrier inspect the damaged merchandise.
- c. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier and disposition given by the contract supplier.
- d. Provide the vendor(s) with a copy of the carrier's Bill of Lading and Damage Inspection Report.

SECTION 5 - INSTRUCTIONS TO VENDORS FOR BID SUBMISSION

5.1 General Instructions to Respondents, Form PUR 1001

The State of Florida Form PUR 1001, General Instructions to Respondents, contains standard terms and conditions that will apply to the purchase order that results from the ITB. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which cases the term contained in PUR 1001 shall take precedence. Form PUR 1001 is available at:

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

5.2 Title Page

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

- a. ITB Number;
- b. Title of the Bid;
- c. Vendor's Name;
- d. Agency for Persons with Disabilities to which bid is submitted;
- e. Name, Title, Phone Number and Address of person who can respond to inquiries regarding the bid; and

- f. Name of the Vendor's Project Director (if known)

5.3 Required Vendor Statement or Certifications

- a. The vendor shall submit with each bid a signed Certificate of Signature Authority, which is located in Appendix I. The vendor must complete either Section A, of Appendix I (or provide a corporate resolution or other duly executed certification issued in the vendor's normal course of business) or Section B, demonstrating that the person signing the form and its statements and certifications is authorized to make such representations and to bind the company.
- b. The vendor shall submit with each bid a copy of all applicable licenses or permits as detailed in Section 4.1.

5.4 Cost of Preparation of Bid

The Agency is not liable for any costs incurred by a vendor responding to this ITB.

5.5 Submission of Bid

The vendor must submit 1 original signed bid package and 1 copy of the bid package. The original signature must be that of an official of the vendor who is authorized to bind the vendor to the bid. Bids are due at the time, date and location specified in Section 2.4, Calendar of Events and Deadlines, and shall be sealed and submitted to the attention of the Procurement Officer as stated in Section 2.1, Contact Person.

Bids received late will not be considered for further review. The vendor may choose and is responsible for, the method of delivery to the Agency, except that facsimiles or electronic transmissions will not be accepted. The envelope must be clearly marked "Bid" with bid number on the outside of the mailing envelope.

Vendors are encouraged not to use three ring binders when submitting their bids.

Vendors are cautioned when submitting bid that the delivery location is a secure building and vendors (including overnight delivery couriers) are required to sign in and be escorted throughout the building. Vendor must ensure that they have enough time to gain entry into the building and have the ITB delivered **PRIOR** to the bid opening time.

5.6 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any Agency employee. Only those communications that are in writing from the Agency's Procurement Officer identified in Section 2.1, Contact Person shall be considered a duly authorized expression on behalf of the Agency. Only communications from the vendor's representative to the Agency's Procurement Officer, which are in writing and signed, will be recognized by the Agency as duly authorized expressions on behalf of the vendor.

5.7 Documents

The vendor must complete all required identified documents and return the originals as part of the bid package. Any bid which does not include the required documents may be considered non-responsive and the bid may be rejected.

- a. Appendix I - Certificate of Signature Authority
- b. Appendix II – Vendor's Certifications
- c. Appendix III – Tie Breaking
- d. Appendix IV – Mandatory Requirement's Check List (not to be completed by vendors)
- e. Appendix V – Vendor Contact Information
- f. Appendix VI - Drug-Free Workplace Program Certification

- g. Appendix VII - Price Sheet
- h. Appendix VIII – APD Purchase Order Terms and Conditions

SECTION 6 - BID RATING AND BID TABULATION SHEET

6.1 Identical Tie Responses

When evaluating responses to solicitations, if the Agency receives identical pricing, the Agency shall determine the award using the criteria in accordance with Florida Statutes.

6.2 ITB Tabulation Methodology

If a bid has been determined to be both responsive and responsible, meeting all criteria specified in this ITB, then the Procurement Officer will review the Vendor's Price Sheet and record the cost on the Bid Tabulation Sheet.

6.3 Bid Evaluation Process

The Agency will award to the vendor who is determined to be the responsible and responsive vendor who submits the lowest bid.

SECTION 7- FINANCIAL SPECIFICATIONS

7.1 Funding Source

The funding source for the resulting purchase order will be subject to the availability of state funds.

7.2 Financial Penalties

Corrective action plans and/or financial consequences must be required for noncompliance, nonperformance, unacceptable performance, or failure to meet the minimum level of service or performance under this Purchase Order. Financial consequences must be imposed for failures to implement or to make acceptable progress on such corrective action plans. Financial consequences must include, but are not limited to the financial consequences set forth below. The increments of financial consequences imposition that shall apply must be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan. The financial consequences shall not exceed ten percent (10%) of the total Purchase Order payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) financial consequence of the total Purchase Order payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance involving the provision of service not having a direct effect on client health and safety must result in the imposition of a five percent (5%) financial consequence. Noncompliance as a result of unacceptable performance of administrative tasks must result in the imposition of a two percent (2%) financial consequence. The deadline for payment shall be as stated in the notification imposing the financial consequence. In the event of nonpayment, the Agency may deduct the amount of the financial consequence from invoices submitted by the vendor. Any payment made in reliance on the vendor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment.

APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY	
Check below and complete Section A or Section B	
	Vendor is not a sole proprietorship (Complete Section A)
	Vendor is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of vendor) and have authority to make official representations by said vendor regarding its official records and hereby state that my examination of the vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the vendor and currently has authority to make binding representations to the Agency and sign all documents submitted on behalf of the above-named vendor in response to ITB APD 18/19-023, and, in so doing, to bind the named vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of vendor), and will be personally bound by the Bid submitted in response to ITB APD 18/19-023.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX II: VENDOR'S CERTIFICATIONS
MANDATORY CERTIFICATIONS

MASTER CERTIFICATION

As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITB APD 18/19-023 (the ITB), the facts regarding the Bid submitted by the Vendor in response to the ITB and the truth of each statement contained in Certifications (a) through (k) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.

Check the applicable box next to the title to each certification:

True	False	
		a. Certification of Binding Bid and Acceptance of Terms and Conditions of the ITB
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Lobbying
		g. Certification Regarding Scrutinized Companies List
		h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		i. Certification Regarding Prior Contractual Obligations
		j. Certification of Representations Per Sections 287.133, and 287.134, F.S.
		k. Certification of a Drug Free Workplace

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:
---	-------

a. Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Proposal is submitted in good faith in response to the Agency for Persons with Disabilities Invitation to Bid (the ITB) and is binding on the Vendor in accordance with the terms of the ITB, that I have read, understood and agree with the terms and conditions of the ITB and, if awarded any contract as a result of the ITB, the Vendor will comply with the requirements, terms, and conditions stated in the RFP and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Agency's exclusive determination, in rejection of the proposal.

b. Certification of Representations Per Section 9 of PUR 1001

By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in section 9 of PUR 1001.

c. Certification of Authority to Do Business in Florida

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.

d. Statement of No Involvement

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or Developed a program for future implementation of this project.

e. Conflict of Interest Statement (Non-Collusion)

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Bid as principals are named therein, that the Vendor's Bid is made without collusion with any other person, persons, company, or parties submitting a Bid; that it is in all respect made in good faith; and as the signer of the bid, I have full authority to legally bind the vendor to the provisions of this bid.

f. Certification Regarding Lobbying

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

g. Certification Regarding Scrutinized Companies List

By checking the "True" box in the Master Certification and signing the same, I hereby certify that, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand that Section 287.135, Florida Statutes, prohibits Florida State agencies from contracting with companies on either list, for goods or services over \$1,000,000, and that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts

By checking the “True” box in the Master Certification and signing the same, I hereby certify that, in accordance with the debarment and suspension instructions listed below, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Agency or agency. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

- (1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Agency for Persons with Disabilities cannot contract with these types of providers if they are debarred or suspended by the federal government.
- (2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- (3) The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “debarred,” “suspended,” “person,” “principal,” and “voluntarily excluded,” as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Agency’s contract manager for assistance in obtaining a copy of those regulations.
- (5) The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- (6) The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
- (7) The Agency for Persons with Disabilities may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor’s certification must be kept at the provider’s business location.

i. Certification Regarding Prior Contractual Obligations

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the vendor has not:

- (1) Failed to correct to the satisfaction of the Agency any unsatisfactory performance in a previous contract after Agency notice of unsatisfactory performance;
- (2) Had a contract terminated by the Agency for cause.

j. Certification of Representations Per Sections 287.133 and 287.134, F.S.

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes

k. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor currently maintains a drug-free workplace environment in accordance with Chapter 287.087, F.S., and will continue to promote this policy through implementation of that section.

APPENDIX III: TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Florida Statutes, provides for a preference to certain qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers" a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors; however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITB # APD 18/19-007 (the ITB), the facts regarding the proposal submitted by the Vendor in response to the ITB and the truth of each statement contained in Certifications (l) through (o) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

	Certification of a Certified Minority Business Enterprise
	Certification of a Certified Veterans Business Enterprise
	Certification of a Florida Business
	Certification of a Foreign Manufacturer with a Factory in Florida
	Certification of a Drug Free Workplace Program

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:

Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with §287.0943, F.S.

Certification of a Veterans Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with §295.187(4)(a), F.S.

Certification of a Florida Business

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with §287.087, F.S.

Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with §287.092, F.S.

Certification of a Drug Free Workplace Program.

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my company has a drug free workplace program in accordance with §287.087, F.S.

Mandatory Requirements Checklist

This document is used by the Agency to assist with determining compliance

Print Vendor's Name (Agency):		
Print Name of Agency Reviewer (Procurement Manager):		
Signature of Agency Reviewer:		Date:
Print Name of Agency Witness:		
Signature of Agency Witness:		Date:
1. Was the proposal received by the date and time specific in the solicitation: (YES) = Pass (NO) = Fail		
2. Does the proposal include the following?		
a	Signed Proof of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives).	(YES) = Pass (NO) = Fail
b	Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative.	(YES) = Pass (NO) = Fail
3. Is the "Yes" box in the Master Certification checked for each of the following?		
a	Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document	(YES) = Pass (NO) = Fail
b	Certification of Representations Per Section 9 of PUR 1001	(YES) = Pass (NO) = Fail
c	Certification of Authority to Do Business in Florida	
d	Statement of No Involvement	(YES) = Pass (NO) = Fail
e	Conflict of Interest Statement (Non-Collusion)	(YES) = Pass (NO) = Fail
f	Certification Regarding Lobbying	(YES) = Pass (NO) = Fail
g	Certification Regarding Scrutinized Companies List	(YES) = Pass (NO) = Fail
h	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	(YES) = Pass (NO) = Fail
i	Certification Regarding Prior Contractual Obligations	(YES) = Pass (NO) = Fail
j	Certification of Representations per §287.133 and §287.134, F.S.	(YES) = Pass (NO) = Fail
k	Certification of a Drug Free Workplace	(YES) = Pass (NO) = Fail
Comments:		
4. Has the Agency verified the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List? (YES) = Pass (NO) = Fail		
Comments:		

**APPENDIX V
APD #ITB 18/19-023**

VENDOR CONTACT INFORMATION

Designate one person authorized to conduct Contract Administration. (Please print)

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

(RETURN THIS APPENDIX)

**APPENDIX VI
APD #ITB 18/19-023**

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Chapter 287.087, Florida Statutes. Preference shall be given to businesses with drug-free workplace programs whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

Does the Vendor responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above? _____ YES or _____ NO

Print Name of Authorized Official

Name of Firm

Signature of Authorized Official Date

(SIGN AND RETURN THIS APPENDIX)

APPENDIX VII PRICE PAGE

The form for the Appendix VII Price Page, will be found on the Vendor Bid System. The form must be completed and attached as Appendix VII to the Bid.

APPENDIX VIII
Agency for Persons with Disabilities
Purchase Order Terms and Conditions

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following, in addition to terms and conditions expressed in the MyFloridaMarketPlace Purchase Order:

1. In performing its obligations under this Purchase Order, the Vendor shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Vendor is a state agency. Neither the Vendor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Agency (or APD) unless specifically authorized in writing to do so.
2. This Purchase Order is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Purchase Order and venue shall be as provided in PUR 1000. The PUR 1000 form, as amended from time to time, is hereby incorporated by reference and made a part of this Purchase Order as if fully recited herein. In the event of any conflict between PUR 1000 and any terms or conditions of this Purchase Order, the terms and conditions of this Purchase Order shall take precedence, unless such term or condition is required by Florida Statutes, in which case the Florida Statute shall take precedence.
3. The Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Vendor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination or cancellation of this Purchase Order.
4. The vendor shall maintain insurance as required by Section 35 of PUR 1000, as amended from time to time. The Vendor shall maintain continuous adequate liability insurance coverage during the term of this Purchase Order.
5. The Vendor shall keep and maintain public records required by the Agency to perform the services specified in this Purchase Order.
Upon request from the Agency's Custodian of Public Records, the Vendor shall provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Purchase Order and following completion of the Purchase Order if the Vendor does not transfer the records to the Agency. Upon completion of the Purchase Order, the Vendor shall transfer, at no cost, to the Agency all public records in possession of the Vendor or keep and maintain public records required by

the Agency to perform the service. If the Vendor transfers all public records to the Agency upon completion of the Purchase Order, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's Custodian of Public Records, in a format that is compatible with the information technology systems of the Agency.

If the Vendor does not comply with a public records request, this shall constitute an immediate breach of contract for which the Agency may unilaterally and without prior notice terminate the Purchase Order.

A request to inspect or copy public records relating to the Purchase Order must be made directly to the Agency. If the Agency does not possess the requested records, the Agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the Agency or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with the Agency's request for records, the Agency shall enforce the Purchase Order provisions in accordance with the Purchase Order.

If the Vendor fails to provide the public records to the Agency within a reasonable time, the Vendor may be subject to penalties under section 119.10, F.S. If a civil action is filed against the Vendor to compel the production of public records relating to the Purchase Order, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees, if (i) the court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and (ii) at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the Agency and to the Vendor. A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

If the Vendor has questions regarding the application of Chapter 119, F.S., to the Vendor's duty to provide public records relating to this Purchase Order, contact the Custodian of Public Records at:

Agency's Public Records Coordination Office
 Agency for Persons with Disabilities
 4030 Esplanade Way, Suite 335
 Tallahassee, FL 32399-0950
 (850)410-1309
publicrecords@apdcares.org

Subject to Section 5 above, Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this Purchase Order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.

6. If the Vendor is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Agency shall be to the extent permitted by § 768.28,

F.S. or other applicable law, and without waiving the limits of sovereign immunity. Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this Purchase Order, as well as for any determination arising out of or related to this Purchase Order, that Vendor or Vendor's employees, agents, subcontractors, assignees are not independent contractors in relation to the Agency. This Purchase Order does not constitute a waiver of sovereign immunity or consent by APD or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.

7. Excluding State Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are APD property and nothing resulting from Vendor's services or provided by APD to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of APD. This paragraph does not apply to APD purchase of a license for Vendor's intellectual property.
8. If this Purchase Order is for direct personal services by Vendor, all Vendor's staff must meet Level Two Background Screening requirements in accordance with section 393.0655 and Chapter 435, F.S., as a condition of employment and continued employment. The screening includes fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, national criminal history records checks through the Federal Bureau of Investigation, and local criminal records checks through local law enforcement agencies. The cost of the background screen(s) shall be borne by the Vendor. APD, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the APD's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the APD, at its sole discretion, may require the Vendor to furnish, without additional cost to APD, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of APD. Should the APD determine that a performance bond is needed to secure the agreement, it shall notify potential Vendors at the time of solicitation.
10. Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Agency for Persons with Disabilities, considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in the drafting of the solicitation.

11. Items received in excess of quantities specified may, at purchaser's option, be returned at the Vendor's expense. Substitutions are not permitted unless expressly authorized by the Agency prior to delivery. Section 215.422(1), F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the Purchase Order specifies otherwise.
12. The Vendor shall provide units of deliverables that are quantifiable, measurable, and verifiable, as specified in this Purchase Order. Each deliverable must be directly related to the scope of work and specify a performance measure. These deliverables must be received and accepted in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Agency. The Vendor shall also provide required reports, plans, findings, and drafts, as specified in this Purchase Order.
The Vendor shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post audit; where itemized payment for travel expenses are permitted in this Purchase Order, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Purchase Order. The Vendor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by sections 119.07 and 119.0701, F.S., made or received by the Vendor in conjunction with this Purchase Order except that public records which are made confidential by law must be protected from disclosure.
13. The Vendor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated there under 45 CFR Parts 160, 162, and 164. If applicable, the Vendor shall execute the Business Associate Agreement.
14. **Financial Consequences:**
 - a. Corrective action plans and/or financial consequences must be required for noncompliance, nonperformance, unacceptable performance, or failure to meet the minimum level of service or performance under this Purchase Order. Financial consequences must be imposed for failures to implement or to make acceptable progress on such corrective action plans.
 - b. Financial consequences must include, but are not limited to the financial consequences set forth below.
 - c. The increments of financial consequences that shall apply must be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for a corrective action plan. The financial consequences shall not exceed ten percent (10%) of the total Purchase Order payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) financial consequence of the total Purchase Order payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
 - d. Noncompliance involving the provision of service not having a direct effect on client health and safety must result in the imposition of a five percent (5%) financial consequence. Noncompliance as a result of unacceptable performance of

- administrative tasks must result in the imposition of a two percent (2%) financial consequence.
- e. The deadline for payment shall be as stated in the notification imposing the financial consequences. In the event of nonpayment, the Agency may deduct the amount of the financial consequences from invoices submitted by the Vendor.
 - f. Any payment made in reliance on the Vendor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment.
15. **TERMINATION:** This Purchase Order agreement 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 lesser time is mutually agreed upon in writing. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. In the event funds to finance this Purchase Order agreement become unavailable, the Agency may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the Vendor. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Purchase Order, the Vendor will be compensated for any work satisfactorily completed prior to the effective date of the termination. In the event the Vendor fails to fully comply with the terms and conditions of this Purchase Order, the Agency may terminate the Purchase Order upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Vendor after Vendor's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Agency specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Agency may, if applicable, employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code (F.A.C.), but is not required to do so in order to terminate the Purchase Order. The Agency's failure to demand performance of any provision of this Purchase Order shall not be deemed a waiver of such performance. The Agency's waiver of any one breach of any provision of this Purchase Order shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Purchase Order. The provisions herein do not limit the Agency's right to remedies at law or in equity. Failure to have performed any contractual obligations under any other contract with the Agency in a manner satisfactory to the Agency will be a sufficient cause for termination. To be terminated as a vendor under this provision, the Vendor must have: (i) previously failed to satisfactorily perform in a contract with the Agency, been notified by the Agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Agency; or (ii) had a contract terminated by the Agency for cause. Termination pursuant to this Section 39d, shall be upon no less than twenty-four (24) hours notice in writing to the Vendor (excluding Saturday, Sunday, and State Holidays).
16. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Agency. When a person or affiliate has been placed on the Convicted Vendor List following a conviction for a public entity crime, or an entity or affiliate has been placed on the Discriminatory Vendor List, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction

or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the Convicted Vendor List shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

17. The terms of this Purchase Order will supersede the terms of any and all prior or subsequent agreements you may have with the Agency with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Purchase Order shall govern.
18. In accordance with Executive Order No. 11-116 all Vendors must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Vendor during the term of the Purchase Order. The Vendor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Evidence of the use of the E-Verify system shall be maintained in the employee's personnel file.
19. Chapter 442, F.S., requires a Material Safety Data Sheet to accompany each container of toxic material. Delivery will not be accepted without the required documentation.
- 20. Information Security Obligations:** The Vendor shall comply with the provisions of section 501.171, F.S. In the event of a breach of security of a system maintained by the Vendor, the Vendor shall notify the Agency of the breach of security, or reason to believe a breach has occurred, within 10 days following determination of the breach of security, or reason to believe a breach has occurred. The Vendor shall provide the Agency with all information the Agency needs to comply with the Agency's notice requirements under section 501.171, F.S. The Vendor shall comply with the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Subtitle D – Privacy, Sections 13400 – 13411(42 U.S.C.A. 17921 – 17940). The Vendor shall require the same notification requirements of all subcontractors. The Vendor agrees to notify Information Security Management at APD.ISM@apdcares.org and the Purchase Order Manager immediately and without delay, but no later than ten (10) days following the discovery of any breach, potential breach, or unauthorized release of personal and confidential Agency data. The Vendor shall require the same notification requirements of all subcontractors.
21. The Vendor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Agency under this Purchase Order. Retention of all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Purchase Order shall be maintained by the Vendor for a period of six (6) years after completion or termination of the Purchase Order or the resolution of any pending action (i.e., audit, legal, etc.), or

longer when required by law. In the event an audit is required by this Purchase order, records shall be retained for a period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms and conditions of the Purchase Order, at no additional cost to the Agency.

Upon demand, at no additional cost to the Agency, the Vendor will facilitate the duplication and transfer of any records or documents during the required retention period. These records shall be made available at all reasonable times for inspection, review copying, or audit by Federal, State, or other personnel duly authorized by the Agency.

Pursuant to section 20.055(5), F.S., the Vendor and any subcontractors understand and shall comply with their duty to cooperate with the Agency's Inspector General in any investigation, audit, inspection, review or hearing.