INVITATION TO BID

DOH12-033

Web-based Video Surveillance/Recording System (Four Buildings)
Florida Department of Health – Division of Disability Determinations

Administrative Lead:
Gerry Mingledorff, Purchasing Office
Florida Department of Health
4052 Bald Cypress Way, Bin B07
Tallahassee, Florida 32399-1749
FAX: 850/412-1405

Vendor Name__________________________________________________________
Vendor Mailing Address__________________________________________________
City-State-Zip__________________________________________________________
Telephone Number______________________________________________________
Email Address__________________________________________________________

Federal Employer Identification Number (FEID)____________________________
Authorized Signature (Manual)_____________________________________________
Authorized Signature (Typed) and Title______________________________________
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## TIMELINE
**DOH 12-033**
**Web-Based Video Surveillance/Recording System (Four Buildings)**
**Division of Disability Determinations**

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<th>EVENT</th>
<th>DUE DATE</th>
<th>CONTACTS &amp; LOCATIONS</th>
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<td>ITB Advertised - Released</td>
<td>January 18, 2013</td>
<td>Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
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</tbody>
</table>
| Mandatory Site Visit and Pre-Bid Conference | 9:00 am, ET, February 5, 2013 | 1) Ashley Building  
1321 Executive Center Drive  
Suite 100  
Tallahassee  
2) Lafayette Building  
2551 Executive Center Circle West  
Tallahassee  
3) Howard Building  
2571 Executive Center Circle East  
Tallahassee  
4) Turner Building  
2586 Seagate Drive  
Tallahassee  
Mandatory Pre-Bid Conference to follow site visits at the Ashley Building, 1321 Executive Center Drive, Suite 100  
Conference Call No.: 1.888.670.3525  
Participant Pass Code: 6528439521# |
| Questions submitted in writing             | February 8, 2013          | Submit to: Florida Department of Health Purchasing – Gerry Mingledorff, Suite 310  
4052 Bald Cypress Way, Bin B07  
Tallahassee, Fl 32399-1749  
Fax: (850) 412-1405  
E-mail: gerald_mingledorff@doh.state.fl.us |
| Answers to Questions                       | February 14, 2013         | Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu                                                             |
| Sealed Bids Due and Opened                 | Must be received PRIOR to: 2:00 pm, February 21, 2013 | Florida Department of Health Purchasing – Gerry Mingledorff, Suite 310  
4052 Bald Cypress Way, Bin B07  
Tallahassee, Fl 32399-1749 |
| Anticipated Posting of Intent to Award     | February 26, 2013         | Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu                                                                                               |
Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

The Florida Statutes can be accessed at [www.leg.state.fl.us/statutes/](http://www.leg.state.fl.us/statutes/)

Only filings delivered by the U.S. Postal Service, a private delivery service, in person or by fax during business hours (8:00 a.m. - 5:00 p.m., Eastern time) will be accepted. Documents received after hours will be filed the following business day. No filings may be made by email or any other electronic means. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines. The Agency Clerk's address:

Agency Clerk  
Florida Department of Health  
4052 Bald Cypress Way, BIN A-02  
Tallahassee, FL 32399-1703  
850-245-4005

Agency Clerk  
2585 Merchants Row Blvd.  
Tallahassee, FL 32399

FAX: 850-410-1448  
or 850-413-8743
SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001), as amended.

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. 
http://dms.myflorida.com/content/download/2934/11780

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000), as amended.

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. 
http://dms.myflorida.com/content/download/2933/11777

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose and Programmatic Authority

The purpose of this Invitation to Bid (ITB) is to have a vendor provide and install a web-based video surveillance/recording system in four (4) buildings located in Tallahassee, Florida for the Florida Department of Health’s Division of Disability Determinations and one (1) year business hours service/maintenance agreement for each building’s video surveillance system, with 3 one (1) year renewals.

The successful respondent must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following: 
Section 20.43, Florida Statutes

3.2 Term

The purchase order resulting from this Invitation to Bid to provide and install a web-based video surveillance/recording system will be for a one (1) year period beginning with the purchase order issuance date. A separate annual purchase order will be issued for the business hours service/maintenance agreement.

3.3 Definitions

- "Bidder" and "Respondent" mean the entity that submits materials to the Department in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.
- "Bid" and "Response" mean the complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.
- "Business hours" means 8 A.M. to 5 P.M. Eastern Time on all business days.
- "Calendar days" counts all days, including weekends and holidays.
- "Contract" means the contract that will be awarded to the successful bidder under this Invitation to Bid, unless indicated otherwise.
- "Contractor" or "Provider" means the business entity to which a contract has been awarded by the Department in accordance with a proposal submitted by that entity in response to this ITB.
- "Department," “DOH” or “Buyer” means Department of Health and may be used interchangeably.
- "Desirable Conditions" means the use of the words "should" or "may" in this solicitation to indicate desirable attributes or conditions, but which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a proposal.
- "Mandatory Requirements" or “Minimum Requirements," means that the Department has established certain requirements with respect to responses to be submitted by Bidder. The use of “shall," “must,” or “will" (except to indicate simple futurity) in this solicitation indicates compliance
is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract/Direct Order.

- “Minor Irregularity,” used in the context of this solicitation and perspective Contract/Direct Order, indicates a variation from the ITB terms and conditions which does not affect the price of the bid, or give the Bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the Department.
- “Vendor Bid System” and “VBS” refers to the State of Florida internet-based vendor information system at http://myflorida.com/apps/vbs/vbs_wwww.main_menu

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Specifications

Detailed specifications for this solicitation are provided as Attachment I in this ITB.

4.2 Experience

The bid response shall include contact information for three (3) entities the bidder has provided commodities or services similar to those requested in this solicitation. Vendors shall use Attachment IV, Experience Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department’s determination is not subject to review or challenge.

4.3 Responsive and Responsible

The Bidder shall complete and submit the following mandatory information or documentation as a part of the Bid Package. Any response, which does not contain the information below, shall be deemed non-responsive.

To be considered as the vendor for this project; the following must be included as part of the Bid.

- Title Page
- Price Page (Attachment III)
- Experience Form (Attachment IV)
- Required Certifications (Attachment V)
- Subcontractor (Attachment VI)

4.4 Business Hours Service/Maintenance Agreement

The Department requires a one (1) year business hours service/maintenance agreement for each building's video surveillance system requested in this ITB, renewal for 3 additional one year renewals, for a total of 4 years. This agreement will become effective on the expiration upon expiration of the initial warranty. Due to funding restrictions, purchase orders for this agreement will be issued annually. This agreement is to be priced separately on Attachment III, Price Page of this ITB and shall include the following:

- Business Hours: 8:00 am – 5:00 pm, Monday – Friday (no weekends or holidays)
- Unlimited telephone support (for technical support and troubleshooting)
- Preventive maintenance visits (at least 2 visits annually)
- 24-hour response time (when on-site service is required)
- All parts and labor materials (excluding operating supplies and consumables)
- All labor (including travel)
4.5 Mandatory Pre-Bid Conference and Site Visit

A pre-bid conference and site visits will be held at the time and locations indicated in the Timeline. This provides the vendors with an opportunity to tour the facilities and to ask questions and seek clarifications about the bid. Answers to the written questions submitted in accordance with the ITB Timeline will be answered at the pre-bid conference. The Department may answer any additional questions at the pre-bid conference or defer them to a later date identified in the Timeline. This is the only forum available during the competitive bid process for answering questions and making clarifications. Attendance at the mandatory site visit/pre-bid conference is a prerequisite for the acceptance of a bid response. Only vendors that complete the attendance sheet for the pre-bid conference and site visits will be considered responsive.

4.6 Price Page

The Price Page is Attachment III of this ITB. It must be completed as indicated, signed, and returned with the bid response.

4.7 Commercial General Liability Insurance

This Invitation to Bid Special Condition takes precedence over General Conditions #35 in PUR 1000 (if applicable).

The contractor shall secure and maintain, at its sole expense and for the duration of the contract, term insurance policies to protect himself, any subcontractor(s), and the State of Florida. The contractor shall save and hold harmless and indemnify DOH against any and all liability, claims, judgments or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, his subcontractor, or any of the employees, agents, or representatives of the contractor or subcontractor.

A. Worker’s Compensation in accordance with applicable state laws and regulations and Employer’s Liability Insurance with a limit of not less than $100,000.

B. Comprehensive General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than $300,000 combined single limit issued on a per occurrence basis.

C. Comprehensive Automobile Liability Insurance, including owner, non-owned and hired vehicle coverage of not less than $100,000 combined single limit, issued on a per occurrence basis, if operations and services under the contract involve the use of operation of automotive vehicles on the Purchaser’s premises.

Certificates of insurance coverage described above shall be furnished by the awarded vendor within five (5) days after notice of award. Failure, by the awarded vendor to furnish the required certificates within the time designated, shall cause the Department to withdraw the award and proceed with the next lowest responsive vendor.

No insurance will be acceptable unless written by a company licensed by the State of Florida Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time policy is issued.
4.8 **Identical Tie Bids**

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

4.9 **Basis of Award**

A single award shall be made to the responsive, responsible bidder offering the lowest Grand Total for the video surveillance system for the four (4) buildings requested in this ITB. The Grand Total includes the initial one (1) year business hours services/maintenance agreement plus the three (3) one year business hours service/maintenance renewal agreements.

Bids that do not meet the requirements specified in this ITB will be considered non-responsive. The Department reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State’s best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive.

287.084 Preference to Florida businesses (1)(a)When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent. Paragraph (a) does not apply to transportation projects for which federal aid funds are available. Paragraph (c) As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) The subsection applies to any renewal of any state contract executed on or after July 1, 2012.

5.0 **SPECIAL INSTRUCTIONS TO RESPONDENTS**

*The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001 unless a statutorily required provision in the PUR 1001 supersedes.*
5.1 **Instructions for Submittal of Bids**

- Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the Invitation to Bid. **This Special Instruction takes precedence over General Instruction #3 in PUR1001.**
- All bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder’s responsibility to assure its bid submittal is delivered at the proper place and time as stipulated in the Timeline. The Department’s clocks will provide the official time for bid receipt and opening.
- Late bids will not be opened or ranked and will be deemed non-responsive based on lateness.

5.2 **Instruction for Formatting**

- Bidders are required to complete, sign, and return the “Title Page” with the bid submittal.
- Bidders shall submit all technical and pricing data in the formats specified in the ITB.
- Submit one (1) original bid and one electronic copy of the bid on CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida and accordingly, the state reserves the right to use any concepts or ideas contained in the response.

5.3 **Records and Documentation**

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Art. I, Sec. 24, Fla. Constit and Chapter 119, F.S. It is expressly understood that any state contractor’s refusal to comply with these provisions of law shall constitute an immediate breach of the contract resulting from this ITB entitling the department to unilaterally terminate the contract. The successful bidder will be required to notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful bidder shall provide any documents requested by the Department in its standard word processing format (currently Microsoft Word 6.0). If this standard should change, the successful vendor shall adopt the new standard at no cost to the department. Data files will be provided in a format directed by the department.

The successful bidder agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful bidder further agrees to hold the department harmless from any claim or damage including reasonable attorney’s fees and costs or any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the department against the same at its expense.

The successful bidder shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.
5.4 Public Records and Trade Secrets

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

Simultaneously, the Respondent will provide the Department with a separate redacted paper and electronic copy of its response with the claimed protected information redacted 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 Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “REDACTED COPY.”

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

5.5 Inquiries

This Special Instruction takes precedence over General Instruction #5 in PUR 1001.

Questions related to this ITB must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline and/or during a pre-bid conference, if applicable (see Section 5.4) will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:

Florida Department of Health
Attention: Gerry Mingledorff
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1405
Email: Gerald_Mingledorff@doh.state.fl.us

NOTE: FLORIDA LAW:

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

Any person who requires special accommodations at the DOH Purchasing because of a disability should contact the DOH Purchasing Office at (850) 245-4199 at least five (5) workdays prior to any pre-bid conference, bid opening, or meeting. If you are hearing or speech impaired, please make contact through the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.7 **Minority and Service-Disabled Veteran Business - Participation**

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at http://osd.dms.state.fl.us for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

5.8 **Subcontractor**

The successful bidder may, only with prior written approval of the Department, enter into written subcontract for performance of specific services under the contract 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 department. 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 department. The department 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 (Attachment VI) summarizing all subcontracting/material suppliers performed during the prospective contract 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 Department’s Contract Manager. The Department of Health encourages the use of MWBE and SDVBE vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Department of Health’s Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, [https://e-verify.uscis.gov/emp](https://e-verify.uscis.gov/emp), to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility 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.”

6.0 **SPECIAL CONDITIONS**

*The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:*

This Special Condition takes precedence over General Conditions #31 in PUR1000.
6.1 Changes in Location

The successful respondent shall notify the department in writing a minimum of one week prior to making changes in location that will affect the department’s ability to contact the successful respondent by telephone or facsimile.

6.2 Additional Quantities

This Invitation to Bid Special Condition takes precedence over General Conditions #5. The Department reserves the right to purchase additional quantities of the items requested in this ITB for twelve (12) months from date of award on an as needed basis up to the amount shown on the bid but not to exceed the threshold for Category Two at the prices bid in this solicitation.

6.3 Cost of Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in responding to this ITB.

6.4 Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at: http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

6.5 Verbal Instructions Procedure

The vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department’s Purchasing Office may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor.

6.6 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the bidding specifications or documents during the bidding period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the vendor to be aware of any addenda that might affect the submitted bid.

6.7 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.
6.8 Unauthorized Aliens

The employment of unauthorized aliens by any vendor is considered a violation of section 274A(a) of the Immigration and Nationality Act, 8 U.S.C. § 1324a (2006). A vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract.

6.9 Purchase Order

It is anticipated a purchase order will be executed to the awarded vendor by the department. Attached to this solicitation are the DOH Purchase Order Terms and Conditions (Attachment VI) which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Prospective vendors should carefully review the DOH Purchase Order Terms and Conditions and be prepared to comply, if awarded this solicitation.

Use of this document is mandatory for departmental purchase orders issued in MFMP as they contain the basic clauses required by law. The terms and conditions contained in the Purchase Order Terms and Conditions non-negotiable. The terms covered by the “DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS” are hereby incorporated by reference.

6.10 Licenses, Permits, and Taxes

Respondent shall pay for all licenses, permits and taxes required to operate in the State of Florida. In addition, the respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

6.11 Termination

This Invitation to Bid Special Condition takes precedence over General Condition #22 and #23 in PUR1000.


Any contract resulting from this ITB, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

6.13 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the department for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a respondent who responds to a request for information form being eligible to contract with a department.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation. Acknowledge acceptance on Required Certifications, Attachment V.

6.14 E-Verify

In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also
include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility 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.”

6.15 **Scrutinized Companies**

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to Section 215.473, Florida Statues which provides that false certification may subject company to civil penalties, attorney fees, and/or costs.

6.16 **Required Certificates**

All vendors must sign and return with its response the Required Certifications form, Attachment V. Any vendor failing to return the Required Certifications form will be considered nonresponsive.

6.17 **W9 Initiative**

The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: [https://flvendor.myfloridacfo.com/](https://flvendor.myfloridacfo.com/)
Scope of Work
The Department of Health, Division of Disability Determinations, requires a vendor to provide and install a complete S2 NET VR -IP / web-based video surveillance/recording system at the following locations: Ashley, Howard, Lafayette, and Turner Buildings, Koger Executive Center Complex, Tallahassee, Florida. The S2 VR system is 100% compatible and will fully integrate into the current DDD S2-access system.

Interior Cameras
Each Facility will need to have an S2Net VR (Network Video Recorder) with the ability to add up to 4 additional cameras in the future as noted in the additional quote request (Phase II).

A. S2 NetVR (Network Video Recorder) Appliances (NetVR and NetBox VR).

1. NetVR appliances must integrate with S2 Security systems access control, event monitoring, and video management into a single user interface for live viewing, forensic searching and video exporting.

2. S2 NetBox VR should be a fully self-contained video management appliance or a one box unit with both an access control system and video management appliance, also containing a database, Operating system, and application software, as well as raw video storage.

3. Multiple S2 NetVR appliances can be connected to S2 Security system controllers as shown:
   a. Up to 4 subordinate NetVRs supporting up to 32 cameras, with one NetBox
   b. Up to 3 subordinate NetVRs supporting up to 32 cameras with one NetBox VR
   c. Up to 8 subordinate NetVRs supporting up to 128 cameras with one Extreme
   d. Up to 64 subordinate NetVRs supporting up to 1024 cameras with one Enterprise Select
   e. Unlimited subordinate NetVRs and cameras with one Enterprise Ultra 2 system

4. Uses browser-based functionality; runs with Internet Explorer 8 or 9 with the use of an installed video accelerator.

5. Natively supports either 8 or 16 cameras, dependent on licensing.

6. Adds video surveillance features, including:
   a. Real-time surveillance video integrated on the home page, the Monitoring Desktop, and the Widget Desktop
   b. Viewer-adjustable single camera and multi-camera views (2x2 or 1+7), presets, and camera tours
   c. Calling up cameras through events and through floor plans
   d. Adjust camera with PTZ controls, enabled through UI controls, using mouse or joy stick
e. Adjust video quality and frame rate in video viewer
f. Browse video from anywhere that has permitted access to the network and has the accelerator installed
g. Displays a blue border when there is motion in the frame
h. Provides the ability to organize surveillance tools using favorite cameras, camera categories, and change sort order.

7. Adds Forensic Desktop for video investigation, including:
   a. Supports video recording and playback
   b. Provides tools to search through recorded video from multiple cameras and NetVR appliances to quickly locate one or more video clips pertaining to a security event
c. Provides graphical frame displays of individual camera streams
d. Allows use of a Forensic Activity Log to get to a particular event
e. Allows the use of date/time or camera thumbnails to search for video
f. Provides an adjustable thumbnail stride length to select the interval of the clips searched
g. Displays yellow vertical bars between thumbnails to indicate there is a gap greater than the stride length
h. Displays a yellow outline of the viewer window to indicate recorded video is displayed
i. Can play back video by clicking icons in the forensic activity log, use date/time, access control reader, alarm, person’s name
j. Play video in segments or frame-by-frame
k. Can build cases by saving multiple clips into a case file, which is then cataloged in the case library
l. Clip view displays all the clips in a case
m. Can print individual frames, including metadata and implied data
n. Create, save, and export clips of interest
o. Can export clips in proprietary format with a digital signature, or as AVI file with included video player provided
p. Allows video searches using the metadata within the Forensic Activity Log, such as searching for events related to a person or a portal.
q. Supports Codecs, H.264 and MJPEG.

DDD and Social Security Administration requirements for each facility:
- PLATFORM Minimum: 4.0tb of memory, 2.0 GB of Ram Minimum, Intel Aton D525 (dual Core), Ubuntu Linux 10.04 LTS Minimum camera streams 16.

- Client CPU Minimum: 1 however if additional are necessary for each facility then: 500 GB Hard Drive, 8 gig RAM minimum, Dual Core I5, Screen Resolution 1600 x 1200 Windows 7, Silverlight Version 4.0.60310.0 min.

- Color, IP cameras, minimum: 1/3” CMOS progressive scan RGB 1Megapixal, 6 mm f2.5 fixed iris horizontal angle of view 80 degrees. Minimum Light sensitivity 1 lux, digital Pan, Tilt Zoom. Audio is not necessary nor will it be utilized. Each camera will have H.263 baseline and MPEG-4 motion JPEG video compression.
• Color camera CONCEALED smoke detector camera
• Rack mounted UPS with 25-30 minute backup power
• POE Switch for network access sized for and installed at each facility

Awarded vendor will be required to provide one (1) year of full service maintenance of installed surveillance equipment. Trip charges are to be included in full service maintenance.

Awarded vendor will also provide cost of full service maintenance of the installed surveillance equipment for years two, three and four. Trip charges are to be included in full service maintenance. Renewal will be at the discretion of the Department.

Monitoring of proposed video surveillance/recording system to be performed by on-site DDD personnel; monitoring system will be located in the security/access room in the Ashley Building. Computer equipment is to be co-located in each facility at a location which is accessible to the current access system nodes/security panels and phone network and will include a vented equipment shelf(s) for equipment and slide-out shelf for keyboard/mouse.

Any material or equipment necessary for the proper operation of the system(s), whether or not specified or described herein, shall be deemed part of this specification.

Equipment installation to be coordinated between vendor and Property Management’s on-site contractor.

Leasing policy requires Property Management contractor to complete all electrical, cabling, networking involved in the surveillance system install.

Awarded vendor must provide, at no additional cost, a minimum of forty (40) hours of live training to Departmental personnel on all operational aspects of the Surveillance System.
## ATTACHMENT II
### EQUIPMENT LIST
#### DOH12-033

<table>
<thead>
<tr>
<th>Office Location</th>
<th>Ashley Bldg., 1321 Executive Center Drive</th>
<th>Howard Bldg., 2571 Executive Center Circle East</th>
<th>Lafayette Bldg., 2551 Executive Center Circle West</th>
<th>Turner Bldg., 2586 Seagate Drive</th>
<th>Total Equipment Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viewing/recording monitor/computer</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Keyboard &amp; Mouse</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Network Digital VR device</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Indoor camera domes/cameras/mounts</td>
<td>7</td>
<td>6</td>
<td>8</td>
<td>6</td>
<td>27</td>
</tr>
<tr>
<td>Smoke detector camera</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Power supply</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Vented equipment shelf(s) for equipment and slide-out shelf for keyboard/mouse</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Rack-mounted UPS</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Power/control cable</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Server</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
</tr>
</tbody>
</table>
A single award shall be made to the responsive, responsible bidder offering the **Lowest Grand Total** (to include equipment, installation and maintenance service renewal periods) for the items/services requested in this ITB.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming and any software updates as necessary to add the cameras to the system</td>
<td>$___________</td>
<td>= $___________</td>
<td></td>
</tr>
<tr>
<td>Viewing/recording monitor/computer</td>
<td>$___________</td>
<td>x 1</td>
<td>= $___________</td>
</tr>
<tr>
<td>Keyboard &amp; Mouse</td>
<td>$___________</td>
<td>X 1</td>
<td>= $___________</td>
</tr>
<tr>
<td>Server</td>
<td>$___________</td>
<td>X 4</td>
<td>= $___________</td>
</tr>
<tr>
<td>Indoor cameras/domes/mounts</td>
<td>$___________</td>
<td>X 27</td>
<td>= $___________</td>
</tr>
<tr>
<td>Smoke detector camera</td>
<td>$___________</td>
<td>X 4</td>
<td>= $___________</td>
</tr>
<tr>
<td>Power supply</td>
<td>$___________</td>
<td>X 4</td>
<td>= $___________</td>
</tr>
<tr>
<td>Vented equipment shelf(s) for equipment and slide-out shelf for keyboard/mouse</td>
<td>$___________</td>
<td>X 4</td>
<td>= $___________</td>
</tr>
<tr>
<td>Rack-mounted UPS</td>
<td>$___________</td>
<td>X 4</td>
<td>= $___________</td>
</tr>
<tr>
<td>Power/control cable</td>
<td>$___________</td>
<td>X 4</td>
<td>= $___________</td>
</tr>
<tr>
<td>Digital Video Recorder Equipment (DVR)</td>
<td>$___________</td>
<td>X 4</td>
<td>= $___________</td>
</tr>
<tr>
<td>Business Hours Service Agreement (four (4) buildings – 1st year)</td>
<td>$___________</td>
<td>X 1</td>
<td>= $___________</td>
</tr>
</tbody>
</table>

\[ \text{Total} = \$ \] ____________

<table>
<thead>
<tr>
<th>Description</th>
<th>Price:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business hours service/maintenance renewal agreement (four (4) buildings - 2nd year renewal option)</td>
<td>$___________</td>
</tr>
<tr>
<td>Business hours service/maintenance renewal agreement (four (4) buildings - 3rd year renewal option)</td>
<td>$___________</td>
</tr>
<tr>
<td>Business hours service/maintenance renewal agreement (four (4) buildings - 4th year renewal option)</td>
<td>$___________</td>
</tr>
</tbody>
</table>

**GRAND TOTAL (includes three (3) Business Hours Service/Maintenance Renewal Agreement Periods)**

\[ \$ \] ____________
BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ ALL BID TERMS, CONDITIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I HEREBY CERTIFY THAT MY COMPANY, ITS EMPLOYEES, AND ITS PRINCIPALS AGREE TO ABIDE TO ALL OF THE TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS DURING THE COMPETITIVE SOLICITATION AND CONTRACTING PROCESS (IF APPLICABLE) INCLUDING THOSE CONTAINED IN THE ATTACHED STANDARD CONTRACT/PURCHASE ORDER. I CERTIFY THAT I WILL PROVIDE AND DELIVER TO THE LOCATIONS SPECIFIED IN THIS BID.

AUTHORIZED REPRESENTATIVE: ______________________________________________

(Signature)

NAME AND TITLE: _________________________________________________________

(Print or Type)

COMPANY: __________________________________________________________________

EMAIL ADDRESS: ___________________________________________________________

FAX NUMBER: _____________________________________________________________
ATTACHMENT IV
EXPERIENCE FORM
DOH12-033

Vendor’s/Respondent’s Name: ________________________________

Vendors/Respondents are required to submit with the proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department’s determination is not subject to review or challenge.

1.) Name of Company/Agency: ________________________________
   Contact Person: __________________________________________
   Phone Number: __________________________________________
   Address: ________________________________________________
   Email Address: __________________________________________

2.) Name of Company/Agency: ________________________________
   Contact Person: __________________________________________
   Phone Number: __________________________________________
   Address: ________________________________________________
   Email Address: __________________________________________

3.) Name of Company/Agency: ________________________________
   Contact Person: __________________________________________
   Phone Number: __________________________________________
   Address: ________________________________________________
   Email Address: __________________________________________

________________________________________________________
Signature of Authorized Representative
ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process (if applicable) including those contained in the attached Standard Contract (Attachment VI).

____________________________________   ______________________
Signature of Authorized Official        Date

STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

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

____________________________________                ______________________
Signature of Authorized Official                                                               Date

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

** The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive.
ATTACHMENT VI
DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES
DOH12-033

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: ______________________________________________________________

DEPARTMENT OF HEALTH CONTRACT NUMBER: _________________________________

REPORTING PERIOD-FROM: _______________________ TO:  ____________________

<table>
<thead>
<tr>
<th>SUBCONTRACTOR’S/VENDOR NAME &amp; ADDRESS</th>
<th>FEID NO.</th>
<th>EXPENDITURE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: CENTRAL PURCHASING
OFFICE, ATTN: MAUREEN LIVINGS, MWBE COORDINATOR, BUREAU OF
GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310, TALLAHASSEE, FL.
32399-1734
1. DESIGNATIONS:

MINORITY PERSON, as defined by Section 288.703 FS; means a lawful, permanent resident of Florida who is, one of the following:

(A) AN AFRICAN AMERICAN, a person having origins in any of the racial groups of the African Diaspora.
(B) A HISPANIC AMERICAN, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
(C) AN ASIAN AMERICAN, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
(D) A NATIVE AMERICAN, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
(E) AN AMERICAN WOMAN.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by Section 288.703 FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by Section 295.187, FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who’s management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by Section 295.187, FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than $3,000,000 and an average net income, after federal income taxes, of not more than $2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
B) ENTER THE DOH CONTRACT NUMBER.
C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
D) ENTER THE CMBE SUBCONTRACTOR’S NAME and ADDRESS.
E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER

F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.

ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER
PURCHASE ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

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 (MFMP) purchase order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated there under (45 CFR Parts 160, 162, and 164).
5. 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’s confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, 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 or delagees are not independent contractors in relation to the DOH. This purchase order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor’s services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor’s intellectual property.
8. If this purchase order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The department, 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 department’s determination pursuant to this paragraph.

Rev. 6-2012
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, 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 DOH. Should the DOH 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 Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

11. TERMINATION: This purchase order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this purchase order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds. Unless the provider’s breach is waived by the department in writing, the department may, by written notice to the provider, terminate this purchase order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. 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 constructed to be a modification of the terms of this agreement. The provisions herein do not limit the department's right to remedies at law or to damages.

12. The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this purchase order shall govern.

13. In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility 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.”