

APPENDIX X

Standard Integrated Contract 2016

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

- A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT
- A-2. STATEMENT OF WORK
- A-3. PAYMENT, INVOICE AND RELATED TERMS
- A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE
- A-5. RECORDS, AUDITS AND DATA SECURITY
- A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION
- A-7. OTHER TERMS
- A-8. FEDERAL FUNDS APPLICABILITY
- A-9. CLIENT SERVICES APPLICABILITY

EXHIBIT B - SCOPE OF WORK

B-1 SCOPE OF SERVICE

The purpose of the contract resulting from this RFP is to secure a high-quality Food Service company to perform any and all services for the provision of meals and dietary services to 1,880 residents at the Hospital, including:

B-1.1.1. Performing all functions associated with the daily preparation and provision of all meals and snacks to residents and staff at the Hospitals using a cook/chill rethermalization or comparable delivery system that allows for the timely serving of meals on the multiple living units.

B-1.1.2. Providing proactive involvement with other departments to improve and enhance resident satisfaction with Food Services.

B-1.1.3. Performing all purchasing functions necessary to provide food, food supplements, supplies and equipment for the Food Service operation, exclusive of any capital equipment not part of the meal delivery system to the units.

B-1.1.4. Providing dietary and dietitian services to residents of the Hospitals in compliance with all Hospital and Department policies and procedures, along with the accreditation standards in use at the facilities

B-2. MAJOR CONTRACT GOALS

The major goals of this contract are to secure the services of a Provider for the provision of all food services to the facilities' residents to include improved resident satisfaction, timely delivery of meals, an increase in services to include three hot meals per day, a night time snack, special function snacks, medically ordered supplements, seasonal rotation of meal cycles at a cost less than the current fiscal year 2017-18 budgeted operational cost of \$10,851,516.54. The Provider's total operational cost proposal cannot exceed \$10,851,516.54 per year during the five-year term and Provider will provide a Cook/Chill or similar delivery system of the Provider's choice for meals delivery to the living units and a Food Service Management System that interfaces with the Hospital's patient information system

B-3. SERVICE AREA/LOCATIONS/TIMES

B-3.1 The Provider shall prepare and serve meals at the Hospital's three facilities, located in Chattahoochee, Florida, Macclenny, Florida and Gainesville, Florida.

B-3.2 Provider shall provide timely delivery of the meals as scheduled by the facilities to 40 dorms/units located on the three large campuses. Provider shall provide a system that ensures timely delivery/service of meals and Provider shall have the latitude to choose delivery system that best meets the needs of each facility.

B-3.3 The Provider shall operate a cafeteria for staff on the three campuses that will provide breakfast and lunch Monday through Friday.

B-4. CLIENTS TO BE SERVED

B-4.1 The Department of Children and Families provides mental health treatment and rehabilitation to 1,788 residents from all 67 counties of Florida.

B-4.2 Meal services are provided to an additional (92) Agency for Persons with Disabilities (APD) residents located at the Chattahoochee campus.

B-4.3 Meal services are provided to an ever increasingly older and medically challenged population that requires a variety of physician ordered diets to address issues like swallowing/aspiration disorders.

B-5. CLIENT ELIGIBILITY

Provider will provide food services to residents who are committed to the Hospitals' three facilities by the State court system under Florida Statutes 394 and 916.

B-6. EQUIPMENT

The Department of Children and Families shall be responsible for supplying all equipment necessary to perform the food services described herein, excluding the delivery system that ensures timely service of meals on the units and the correct temperature of the meals at serving time.

B-6.1 The Provider will be responsible for providing an updated cook/chill Retherm system or a similar food delivery system at all campuses.

B-6.2 The Provider shall have the latitude to choose and deploy different delivery systems at each facility and will include the delivery system costs in their bid, amortizing said cost over the five-year contract period.

B-6.3 The Provider will provide a Food Service Management System that provides meal ticketing, standardized recipes, nutrition services, control of patient allergies/preferences and retail services. The Food service management system shall integrate with the Hospital's Patient Information System

B-6.4 The food delivery system and equipment will become property of the State at the contract end.

B-7. CONTRACT LIMITS

B-7.1 All Service provided under this contract will be provided in accordance with applicable laws, rules regulations and Department procedures. Contract Funding is subject to current and future appropriations from the legislature.

B-7.2 This is a fixed amount contract for a period of five years. The contract provides for one option to renew the contract for a term not to exceed five (5) years. The price may be re-negotiated at the time of contract renewal. Such renewal shall be made by mutual agreement but not to exceed 10% of the initial annual contract amount.

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

The Respondent shall perform tasks including, but not limited to:

C-1.1 Food Preparation and Delivery to Residents. Provide all food, supplies and other materials for meals and snacks and perform all services associated with the food preparation and delivery of meals to the 1,880 residents of the Hospital. Provider may use the cook/chill production system with a rethermalization tray system or a comparable system of Provider's choice:

C-1.2 All purchasing functions necessary for the provision of Food Services, exclusive of capital equipment excluding the Provider's choice of the cook/chill system or other delivery system.

C-1.3 Preparation of three (3) meals daily (breakfast, lunch, and dinner) for residents based on diet orders; evening snack seven days a week, food supplements i.e. ensure, food for units' functions.

C-1.4 Transport/deliver carts containing meal trays to the docking stations or serving stations located in each residential unit at the established delivery times;

C-1.5 Retrieval of carts/serving utensils from the docking stations/storage units containing meal trays following each meal;

C-1.6 Cleansing and disinfection of meal trays and carts in preparation for subsequent meals; and

C-1.7 Bagged lunches for residents being transported off-campus.

C-1.8 Food Preparation for Hospital Staff. Provide, at a minimum, breakfast and lunch meals in the facilities cafeteria five (5) days per week (Monday through Friday, excluding holidays). The meal cost shall be no greater than the actual cost of the meal and its preparation.

C-1.9 The selected Provider shall provide improvements to the physical environment of the staff cafeteria dining area, as approved by the Department.

C-1.10 Dietary Services. Provide dietary services for residents of the Hospital in compliance with all Department and Hospital policies and procedures to include a sufficient number of licensed dietitians to provide comprehensive services to the residents.

C-1.11 Quality of Food Services. The Provider shall maintain a high level of satisfaction for the provision of food services to residents and staff;

C-1.12 Proactive involvement with other departments within the Hospital to enhance resident and staff satisfaction with food services;

C-1.13 Conducting its own monthly surveys to measure satisfaction with the delivery of Food Services including, at a minimum, items such as preparation, appearance, temperature, matching ticket/dietary orders, correct portions, and taste; timely delivery of replacement trays or missing items.

C-1.14 Retaining the services of an independent Food Service quality and safety inspection company to perform at least two (2) unannounced inspections annually, providing a complete and detailed report to the Hospital.

C-1.15 Submit corrective action plans regarding any deficiencies as a result of regulatory agency surveys and inspections and any surveys or inspections conducted by the Hospital Quality Assurance Staff.

C-1.16 Hazard Analysis and Critical Control Point Plan. The Respondent must provide an ongoing plan for compliance and monitoring of Hazard Analysis and Critical Control Point standards.

C-1.17 Director. The Director shall perform his/her duties in a manner consistent with other department heads at the Hospital. It is understood that, in case of emergency, the Director will be required to assist the Hospital in its role as an evacuation center for other facilities and citizens from the surrounding area.

C-1.18 The selected Provider shall be responsible for all housekeeping in the employee dining, kitchen, and food storage areas, including restrooms associated with the staff cafeteria.

C-1.19 Emergency and Disaster Preparedness. The Provider will put in place a plan and will deliver meals services to residents during emergency situations to include ensuring sufficient food is on hand.

C-1.20 TASK LIMITS - The selected Provider is not authorized by the Department to perform any tasks related to the project other than those described in the resulting contract without the express written consent or at the request of the Department.

C-2. ADMINISTRATIVE TASKS

C-2.1 Staffing The selected Provider shall ensure adequate program staffing for technical, administrative, and clerical support. The selected Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities as presented in the cost proposal or any amended cost proposal submitted during contract negotiations. Once services have begun, any exceptions to this staffing level must be presented in writing and approved in advance by the Contract Manager.

C-2.1.1 Employee Selection. The selected Provider shall select employees to fill all positions under the contract. Priority must be given to all current employees of the Hospital's Food Service Department. Employees selected shall be required to pass all background screening requirements as set forth by the Department for all Department employees. The selected Provider shall be responsible for all fees associated with this screening procedure. The Department, in its sole discretion reserves the right of final approval of all employees nominated by the selected Provider.

C-2.1.2 The selected Provider shall submit names, drivers' license numbers and social security numbers of new employees to the Hospital for security screening. Employees must be cleared by the Hospital's Security Department before starting work at the Hospital.

C-2.1.3 Training. All employees of the selected Provider will be required to complete the Hospital New Employee Education and all mandatory training as specified by the Department for Hospital employees. At a minimum, the selected Provider shall deliver the following additional trainings for employees of both the Hospital and the selected Provider:

C-2.1.3.1 Infection Control

C-2.1.3.2 Safety

C-2.1.3.3 Customer Service

C-2.1.4 The selected Provider shall provide additional training as deemed necessary.

C-2.1.5 Required Certifications. The selected Provider shall ensure that employees performing tasks that require certification/licensing by the State of Florida or other entities maintain the required certification/license. The cost of these certifications/licensing shall be the responsibility of selected Provider.

C-2.1.6 The selected Provider shall ensure that all supervisory staff are certified in the National Restaurant Association "ServSafe" Food Safety program.

C-2.1.7 STAFFING VACANCIES It is understood and agreed that from time to time a vacancy may occur in staff positions set forth in the staff plans; however, the selected Provider shall employ sufficient relief staff to ensure that the operations of the facility are covered. A position shall not be deemed vacant when an employee is temporarily absent due to paid vacation, paid sick leave, management and professional conferences, in-service training or other temporary leave condition. Further, a position shall be deemed not to be vacant if filled through the use of overtime, contract services or temporary services.

C-2.1.8 Vacant Position Penalty The selected Provider's monthly payment shall be reduced by an amount equal to a vacant position's daily rate of pay plus 30% for benefits, times the number of working days such position remains vacant beyond thirty (30) calendar days. For example, if a position becomes vacant on April 1st and remains vacant throughout the months of April and May, the monthly payment for the month of May will be reduced by an amount equal to the position's daily rate times the number of working days a person in the vacant position would have been scheduled to work in the month of May, plus 30% for benefits.

C-2.1.9 Monthly Vacant Position Report: The selected Provider shall submit a Monthly Vacant Position Report that tracks all positions shown on the Staffing Plans that are vacant by more than thirty (30) calendar days by Position Number, Position Title, Number of Vacant Days (beyond thirty (30) calendar days), Daily Rate of Pay and Vacancy Deduction Calculation. It is understood and agreed that a vacant position cannot be filled by transferring a person already employed by the selected Provider in the same type of position. A vacant position can, however, be filled through the promotion or transfer of an existing employee from one position to another (provided that the two positions are not the same type).

C-2.1.10 STAFFING CHANGES The Selected Provider shall employ key management personnel identified in its proposal or amendments to its proposal submitted during contract negotiations. The selected Provider may make staffing changes for those staff funded either in whole or in part with funds from any contract resulting from this RFP with personnel of equal or superior qualifications only with prior written notification, review, and approval by the Department's Contract Manager. Written justification must include documenting the circumstances requiring the changes and describing the proposed substitutions in sufficient detail to permit evaluation of the impact on the delivery of food services. The selected Provider shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications.

C-2.2 Professional Qualifications. The credentials of the specific persons initially holding the positions of Director and Dietitian Supervisor of Food Service operations will be evaluated as a part of this proposal. Minimum qualifications for these positions for the duration of the contract include the following:

C-2.2.1 Director. A minimum of ten (10) years administrative management or supervisory experience providing complete oversight and direction for the food service operations of a large facility, preferably one that is similar in size and scope to the Hospital. He/she must have extensive experience in the utilization of cook/chill, rethermalization food delivery system or similar food delivery system. The Provider shall have the latitude to choose the delivery system that best meets the needs of each facility.

C-2.2.2 Dietitian Supervisor. A registered dietitian as defined by the American Dietetic Association and five (5) years of professional experience in dietetics.

C-2.2.3 If, in the judgment of the Hospital, the performance of any individual is not satisfactory, a plan will be provided by the selected Provider to improve performance or remove the person in question.

C-2.3 Subcontracting for services will be permitted as approved in writing by the Department, in its sole discretion. The selected Provider shall submit qualifications and information regarding any proposed subcontractor and the tasks to be performed with a written request for Department approval to subcontract prior to entering into a contractual agreement with the proposed subcontractor for any services funded in whole or in part with funds from any contract resulting from this RFP. No subcontract which the successful Provider enters into with respect to performance under the contract resulting from this Request for Proposal shall in any way relieve the successful Provider of any responsibility for performance of its duties.

C-2.4 Records and Documentation

C-2.4 Records and Documentation C-2.4.1 In addition to the requirements in the CF Standard Integrated Contract 2016, the Provider shall retain all financial records, supporting documents, statistical records and any other documents, whether kept by electronic storage media or otherwise, for a period of not less than six years after the starting date of this Contract. If audit findings have not been resolved at the end of the six year period, the records shall be retained until resolution of the audit findings. State auditors and any persons authorized by the Department shall have full access to, and shall have the right to examine any materials at any time during regular business hours.

C-2.4.2 The Provider shall protect confidential records from disclosure and protect participants' confidentiality in accordance with section 387.501(7), F.S.

C-2.4.3 The Provider shall maintain the following documents for all persons paid in part or whole with these contract funds: **C-2.4.3.1** Annual original signed and dated Security Agreement Form CF-114; and

C-2.4.3.2 Copies of employee screening results for each staff who meets the requirements to be screened for

employment.

C-2.4.3.3 The Provider shall maintain and submit documents in accordance with Table 1.

Table 1.				
ADMINISTRATIVE DOCUMENTS				
#	Title	Due Date	#Copies	Contents
1.	General Liability	Enter Date Expired	1 hard	Certificate of Insurance
2.	Standard Personnel File to include Level II background screening and copies of training provided.	Upon staff employment by the Provider.	1 hard	Standard Personnel File
3.	Security Agreement Form	Upon staff employment by the Provider.	1 hard	CF-114 Form
FEDERAL DOCUMENTS				
#	Title	Due Date	# Copies	Contents
4.	N/A			
FISCAL DOCUMENTS				
#	Title	Due Date	# Copies	Contents
6	Request for Payment	By the 15 th calendar day following the end of the month for which payment is being requested		1 hard original

C-2.5 Reports (programmatic and to support payment)

The Provider shall deliver the following reports to the Contract Manager to document the completion of deliverables as specified in Exhibit D, Deliverables, that shall be received by the Contract Manager prior to the Request for Payment and approved by the Contract Manager prior to authorizing payment for state fiscal years beginning with Fiscal Year 2018-2019 in accordance with the schedule below. If the due date for a report falls on a state holiday or weekend, the report will be due the next business day.

Table 2.			
REPORT SCHEDULE			
#	Title	Due Date	# Copies
1	Monthly Performance Measure Compliance Report	By the 15 th calendar day following the end of the month for which payment is being requested	1 electronic copy
2	Annual Performance reports	Due within 90 days after the fiscal year end	1 electronic copy

C-2.5.1 Monthly Reports. At a minimum, the selected Provider shall provide the Hospital, with the following information no later than the fifteenth (15th) day of the month following service delivery:

C-2.5.2 Monthly Operations Report of Food Service operations to include, but not be limited to:

- Resident and staff satisfaction with the Food Services operation to include at a minimum, food temperature, food consistency, food taste, service time, menu offering, variety, staff interaction, dining area appearance, and overall satisfaction of meal;

- Resident service improvement programs;
- Financial status reports; and
- Food Service Training to include status of mandatory Florida State Hospital Training and vendor specific training.

C-2.5.3 Diet Office Activity Report. To include, at a minimum, the number of admissions, discharges, and transfers processed, number of diet order changes and number of bagged meals.

C-2.5.4 Clinical Dietitian Report. Report to include, at a minimum, information related to the provision of dietary services, such as, number of assessments provided, number of progress notes, number of consults/counseling provided during the month by the dietitians.

C-2.5.5 Tray Accuracy Report. To include, at a minimum, the following data from monitoring activity: proper tray presentation, clean and dry; tray reflects ticket (as issued in the diet order) and correct portion. Report to indicate corrective action where necessary.

C-2.5.6 Food Service Quality and Safety Inspection Report. Self-inspection observations to include, at a minimum, observation for hazardous food, food storage conditions, storage temperatures, food preparation, dinnerware sanitization and storage, equipment, refuse and pest control. To include external inspections performed by entities not in Food Service (i.e. Hospital Environmental Specialist, Department of Health, Agency for Health Care Administration, etc.)

C-2.5.7 Production Report – Inventory Management. To include, at a minimum, spoilage, inventory amount and cost per food item.

C-2.5.8 Hazard Analysis and Critical Control Point Plan. Report will include results of monitoring for compliance with standards.

C-2.5.9 Vacant Position Status Report. The report shall track all positions shown on the Staffing Plans that are vacant by more than thirty (30) calendar days by Position Title, Number of Vacant Days (beyond thirty (30) calendar days), Daily Rate of Pay and Vacancy Deduction Calculation.

C-2.5.10 Annual Reports. At a minimum, the selected Provider shall provide the Hospital, with the following information no later than July 1st of each year:

C-2.5.11 Annual Service Report. A summary of services provided, management goals planned and accomplished.

C-2.5.12 Expenditure Report. A comprehensive financial report of net savings realized, expenditure levels and planned budget controls.

C-2.5.13 Acceptance of Reports. Where the resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time within which the selected Provider may remedy the objections noted by the Department or the Department may, after having given the selected Provider a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare the contract to be in default.

C-2.5.14 The selected Provider shall provide additional reports if the Department determines their necessity.

C-3 STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract 2018.

EXHIBIT D - DELIVERABLES

D-1.

DELIVERABLES				
#	Title	Due Date	# Copies	Contents
1.	Provision of all resident meals, daily snacks, special unit snacks and supplements to approximately 1870 residents, 365 days a year.	Submit one copy of Exhibit D1 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of report documenting the daily census, the number of resident meals served, resident snacks served, special function snacks served and special event snacks served. See Exhibit D1.
2.	Provision of staff breakfast and lunch meals Monday through Friday to approximately 450 staff members at the three facility cafeterias.	Submit one copy of Exhibit D1 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of report documenting the number of staff meals served in facility cafeterias. See Exhibit D1.
3.	Provision of nutritional assessments, and diabetic consultations to approximately 1870 residents.	Submit one copy of Exhibit D2 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of report documenting the dietician services to include the number of admission assessments, other assessments, resident progress notes, resident consults/counseling. See Exhibit D2
4.	High degree of resident satisfaction with the meals served	Submit one copy of Exhibit D3 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of resident satisfaction survey results for each facility demonstrating a 93% satisfaction level or higher. See Exhibit D3.
5.	Provision of sufficient Staffing and compliance with Vacancy limits.	Submit one copy of Exhibit D4 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of staffing vacancy report detailing all vacancies and the number of vacancies over the allowable 30 day threshold. See Exhibit D4
6.	Timely Delivery of meals to residents	Submit one copy of Exhibit D6 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of meal delivery time results for each facility demonstrating a 98% level or higher. See Exhibit D5. Monthly Submittal of replacement meal delivery time log documenting an average delivery time of 30 minutes or less. See Exhibit D5.1
7.	Provision of the correct resident diet ordered meals served	Submit one copy of Exhibit D6 to the contract manager	One Electronic copy to the Hospital contract manager	Monthly Submittal of report documenting meals served as ordered and at the correct meal temperatures 98% of time. See Exhibit D6

	served at the correct temperature.	by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager One Electronic copy to the Hospital contract manager	Quarterly submittal meal cycle rotations. See Exhibit D6.1
8.	Demonstrate compliance with safety, accrediting standards and regulatory requirements.	Submit one copy of Exhibit D7 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of all reports demonstrating 100% compliance with external inspections/surveys/ and corrective action plans received during the month from, Hospital Environmental Specialist, Department of Health, Agency for Health Care Administration, etc.), CARF and or Joint Commission, fire marshal and other entities. See Exhibit D7
9.	Provision of required food service and Hospital training to all food services staff.	Submit one copy of Exhibit D8 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of report documenting with sign in sheets the Hospital Required Training and Monthly Provider Food Service Training. See Exhibit D8
10.	Participation of Food Service in Hospital Committees	Submit one copy of Exhibit D9 to the contract manager by the 15 th calendar day of each month	One Electronic copy to the Hospital contract manager	Monthly submittal of documentation of participation in Hospital's Safety Committee, Infection control committee, and resident government. See Exhibit D9
11.	Provision of an Annual Report summarizing the services provided, the status on management goals, special achievements and plans for the next contract year.	Submit one copy of Exhibit D10 to the contract manager by the 30 th calendar day of the Contract year end	One Electronic copy to the Hospital contract manager	Receipt of Annual report of services no later than 90 day after the end of the contract year. See Exhibit D10

D-2. Service Units

The service units for this Contract shall be comprised of one (1) month of service delivery of the tasks outlined in Exhibit C-Task List Each unit of service shall be delivered in accordance with the terms and conditions of this Contract and performed in a manner acceptable to the Department.

D-3 Service Targets

The Service Targets are delineated in the performance measures in section E-2.

D-4 Deliverables

The Provider shall demonstrate satisfactory progress towards the service target in Section D-2.

D-4 Reports

Required reports as listed in Section C-2.5, Reports, Table 2. The due dates of the required reports, both programmatic and to support payment may not be altered without approval of the DCF SM/ITF Contract Manager.

Exhibit D1
Resident and Cafeteria Daily Meals Served

Date	Daily Census	
	Hospital Daily Census	Total Census ± 3 months
1	0000	0

2				0
3				0
4				0
5				0
6				0
7				0
8				0
9				0
10				0
11				0
12				0
13				0
14				0
15				0
16				0
17				0
18				0
19				0
20				0
21				0
22				0
23				0
24				0
25				0
26				0
27				0
28				0
29				0
30				0
31				0
Total				0

Exhibit D2

Clinical Nutrition Stats -- [Last Date of Month]

Direct Care													
Dietician Name	Initial Assess	6 Months Assess	Annual Assess	Significant Change	Progress & Note	Food Pref.	Nutrition Counselin	Consult /	Total Time Direc	Screenin	Unit/Dor in Roundin	Recover y Team Meeting	Vis. Worked
							g	Count	g	g	g	g	d

Exhibit D3

Resident Satisfaction Surveys Exhibit

		Resident Satisfaction					#DIV/0! <input type="checkbox"/>	Percentage Accuracy					
		Average						#DIV/0! 4%					
		#DIV/0!						#DIV/0!					
		#DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!						#DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!					
		↑ Y	↑ Y	↑ N	↑ N	↑ Y	1 = Correct 0 = Incorrect						
City	State	Dry/Damp	Hot/Cold	Too Wet/Dry	Resident Employed Here!	Total Resident Satisfaction							
1													
2													
3													
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7													
8													
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Exhibit D4

Report of Staffing Vacancies

(Form will be developed after receipt and acceptance of Provider's staffing list)

Exhibit D5

Report of Timely Meal Delivery

(Log to be Developed)

Exhibit D6

Resident Meal Tray Audit for Correct Meal and Serving Temperature

Tray Food Testing

Date: _____

1 = Pass

0 = Fail

Tray	Salted	Temperature Test	Starch	Cold Food Test	Milk Test	Points
1						0
2						0
3						0
4						0
5						0
6						0
7						0
8						0
9						0
10						0
11						0
12						0
13						0
14						0
15						0
Actual Total Points =						0
ENTER Total Possible points here						0
Total Points / Total Possible = % Accuracy						0%

Exhibit D7

Monthly Hospital Environmental and Regulatory Inspections

Provider will submit monthly all reports of surveys and inspections conducted during the month to include corrective action plans for the following:

- 1. Facility Environmental Inspection report conducted by the hospital's environmental staff.**
- 2. Department of Health Inspection Reports.**
- 3. Agency for Health Care Administration Reports**
- 4. Fire Marshal's Office**
- 5. Accrediting Organizations CARF and/or Joint Commission**
- 6. Hospital Infection Control, Safety and Risk Management Committee**

Exhibit D8

Report of Required Training

(Documented on S.T.A.I.R.S. form or mutually agreed alternate form)

Exhibit D9

Documentation of Participation in Hospital Safety Committee, Infection Control, Emergency Preparedness and Resident Government

(Sign In Sheets or Minutes with Attendance Listing for Committee Meetings)

Exhibit D10

Annual Report of Performance

Provider will submit and present an annual report to the Hospital Administrator no later than October 1st of each year that details progress on the services provided, status of goals and performance measure attainment, along with plans for improvement of services the succeeding year.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

- E-1.1 Resident and staff satisfaction surveys will attain a satisfactory rating of 93% or greater.
- E-1.2 The Resident cycle menus will be revised and updated seasonally with at least four updates annually.
- E-1.3 The Number of resident meals prepared as ordered/ticketed will be 99% of the time or greater.
- E-1.4 The Number of food items stored at the appropriate temperature will be 100%
- E-1.5 Resident Meals will be prepared, delivered and served timely as medically ordered at a minimum of 98% of the time
- E-1.6 Compliance with Monthly audits by the Hospital Quality Assurance Staff will be 95% or greater
- E-1.7 Food Service Operation and services will be compliant with Federal, State and Local laws and regulations including the Department of Health and the Agency for Healthcare Administration and accrediting organizations CARF and Joint Commission at a minimum 100% of the time
- E-1.8 The Hospital shall receive no reports of breach in ethics by the selected vendor.
- E-1.9 The time to replace resident meals or items not received at meal times will average 30 minute or less and will not exceed one hour on any occasion.
- E-1.10 The number of meals delivered to the units on time and ready to serve will be 99% or greater.

E-2. Performance Evaluation Methodology

E-2.1 The calculation for performance measure E-1.1 shall be in accordance with the following formula:

Resident and staff satisfaction surveys indicating a satisfactory rating	≥	93%
Total number of resident and staff satisfaction surveys completed		

E-2.2 Compliance with this performance measure will be documented by the submittal of a seasonal menu during each quarter of the year.

E-2.3 The calculation for performance measure E-1.3 shall be in accordance with the following formula:

Number of resident meals prepared, served as ordered/ticketed	≥	99%
Total number of resident meals ordered/ticketed		

E-2.4 The calculation for performance measure E-1.4 shall be in accordance with the following formula:

Number of food items stored at the appropriate temperature	≥	100%
Total number of food items for which temperature was sampled		

E-2.5 The calculation for performance measure E-1.5 shall be in accordance with the following formula:

Number of resident meals prepared, delivered and served timely as medically ordered	≥	98%
Total number of resident meals medically ordered		

E-2.6 The calculation for performance measure E-1.6 shall be in accordance with the following formula:

Number of items meeting compliance as a result of the monthly sample audit of the recovery planning standards, as noted by the Hospital Quality Assurance Staff	≥	95%
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Total number of items reviewed monthly for compliance by a sample audit of the recovery planning standards, as noted by the Hospital Quality Assurance Staff

E-2.7 The calculation for performance measure E-1.7 shall be in accordance with the following formula:

Number of items meeting compliance as a result of any type and as reported by the CARF, Joint Commission, DOH or AHCA.	=	100%
Total number of items monitored and reported by the CARF, Joint Commission, DOH or AHCA.		

E-2.8 The calculation for performance measure E-1.8 shall be in accordance with the following formula:

The Hospital shall receive no reports of a breach in ethics by the selected Provider.	=	0
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E-2.9 The calculation for performance measure E-1.9 shall be in accordance with the following formula.

The total time to deliver a replacement meals or missing items	<	30 minutes
The number of replacement meals	<	30 minutes

E-2.10 The Calculation of performance measure E-2.10 shall be in accordance with the following formula

The total number of meals delivered on time	>	99%
The total number of meals	>	99%

EXHIBIT F - METHOD OF PAYMENT

F.1 Payment Methodology

F-1.1 This is a Fixed Price contract for a period of five (5) years. The Department will pay the selected Provider monthly for the delivery of service units provided in accordance with the terms and conditions of the Department's Standard Contract and this RFP. The total monthly dollar amount will be paid, based on a range of the average daily census for the month covered less any reduction to be applied due to performance deficiencies and/or staffing vacancies.

Table 3

Average Daily Census	Monthly Payment
1800 to 1910	Provider will be paid the annual fixed contract amount in 12 monthly amounts. The full monthly amount will be paid for an average daily census ranging from 1800 to 1910)
1750 to 1799	The full monthly amount minus five (5) percent will be paid for an average daily census ranging from 1750 to 1799)
1700 to 1749	The full monthly amount minus ten (10) percent will be paid for an average daily census ranging from 1700 to 1749)
1650 to 1699	The full monthly amount minus fifteen (15) percent will be paid for an average daily census ranging from 1650 to 1699)

F-1.2 Payments The total annual payments for operational cost of the contract will not be greater than \$10,651,516.54 per year. The provider will be paid in 12 monthly instalments of the awarded contract price minus any deductions for staffing vacancies or performance measure penalties.

F-2 Invoice Requirements

F-2.1 The Provider shall request payment on a monthly basis through the submission of a properly completed and signed invoice using the template provided in Exhibit F-1. Invoices and all supporting documentation are due no later than the 15th day of the month following the month of service provision.

F-2.2 The Provider shall submit a final invoice for payment no later than 45 days after the expiration of this Contract or after this Contract is terminated. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until the Final Annual Program Report and Final Expenditure Report are submitted and have been approved by the Department.

F-3 Financial Consequences F-3.1 The Department shall approve monthly deliverable based payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in Section D-4.

F-3.2 If the Provider does not meet a performance measure in Exhibit E, the Department will reduce the payment due for that service period by three (3) percent of the total monthly invoice amount for measures directly impacting resident care and two (2) percent for other measures.

F-3.3 If the Provider does not meet the same measure for three or more consecutive months, the Department shall apply the provisions of Section 6.1 of the CF Standard Integrated Contract 2015. Corrective action plans required under Section 6.1 may result in a reduction in future funding under this Contract, at the Department's sole discretion.

Exhibit F-1

State Mental Health Treatment Facilities
Department of Children and Families
Contract # _____
Invoice for the month of _____, 2018

Invoice # _____

1. Food Services inclusive of all food, supplies and professional services.
2. Food Delivery System Costs
TOTAL INVOICE (at fixed monthly amount minus deductions for staffing vacancies and performance penalties)

Please make checks payable to:
Provider Name

Please remit to:
Provider Name
Provider Street Address
City and State

Signature of Authorized Provider Manager

Date

APPENDIX XI

State of Florida
PUR 1000
General Contract Conditions

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

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

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

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

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

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

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

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

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

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

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

(d) **Trade-in.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

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

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

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

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

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

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

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

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

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

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/term/genschedulca/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

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

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

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

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

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

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

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

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

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

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

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

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

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

APPENDIX XII

State of Florida
PUR 1001
General Instructions to Respondents

Contents

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21. Limitation on Vendor Contact with Agency During Solicitation Period

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

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

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

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

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

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

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

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also

disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential

respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

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

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