

Title Page

STATE OF FLORIDA

HILLSBOROUGH COUNTY HEALTH DEPARTMENT

DOH11-076

INVITATION TO BID

FOR

LANDSCAPING SERVICES

Issued by:

Hillsborough County Health Department  
Purchasing Office  
1105 East Kennedy Blvd.  
Tampa, FL 33602  
P.O. Box 5135  
Tampa, FL 33675-5135

Vendor Name \_\_\_\_\_

Vendor Mailing Address \_\_\_\_\_

City-State-Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Federal Employer Identification Number (FEID) \_\_\_\_\_

Authorized Signature (Manual) \_\_\_\_\_

Authorized Signature (Typed) and Title \_\_\_\_\_

**TABLE OF CONTENTS**

**TIMELINE .....5**

**SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001).....6**

**SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000) .....6**

**SECTION 3.0 INTRODUCTORY MATERIALS.....6**

**3.1 STATEMENT OF PURPOSE.....6**

**3.2 DEFINITIONS .....6-8**

**3.3 TERM (REVISED AS REQUIRED).....8**

**SECTION 4.0 TECHNICAL SPECIFICATIONS.....8**

**4.1 GENERAL STATEMENT.....8**

**4.2 SPECIFICATIONS .....9**

**4.3 DOCUMENTATION.....9**

**4.4 RESPONSIVE/RESPONSIBLE BIDDER.....9**

**4.5 RECORDS AND DOCUMENTATION.....9**

**SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS.....10**

**5.1 INSTRUCTIONS FOR BID SUBMITTAL.....10**

**5.2 PUBLIC RECORDS AND TRADE SECRETS.....10-11**

**5.3 BIDDER INQUIRIES .....11**

**5.4 MANDATORY SITE VISIT .....11-12**

**5.5 SPECIAL ACCOMMODATIONS .....12**

**5.6 PRICE PAGE .....12**

5.7	<b><u>EXPERIENCES</u></b> .....	12
5.8	<b><u>REQUIRED CERTIFICATIONS</u></b> .....	12
<b>SECTION 6.0 SPECIAL CONDITIONS</b> .....		12
6.1	<b><u>RENEWAL</u></b> .....	12
6.2	<b><u>COST OF BID PREPARATION</u></b> .....	13
6.3	<b><u>VENDOR REGISTRATION</u></b> .....	13
6.4	<b><u>VERBAL INSTRUCTIONS PROCEDURE</u></b> .....	13
6.5	<b><u>ADDENDA</u></b> .....	13
6.6	<b><u>UNAUTHORIZED ALIENS</u></b> .....	13
6.7	<b><u>CERTIFICATE OF AUTHORITY</u></b> .....	13
6.8	<b><u>BID EVALUATION</u></b> .....	14
6.9	<b><u>BASIS OF AWARD</u></b> .....	14
6.10	<b><u>IDENTICAL TIE BIDS</u></b> .....	14
6.11	<b><u>MINORITY AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION</u></b> .....	14
6.12	<b><u>SUBCONTRACTOR</u></b> .....	14
6.13	<b><u>CONFLICT OF INTEREST</u></b> .....	15
6.14	<b><u>COMMERCIAL GENERAL LIABILITY INSURANCE</u></b> .....	15
6.15	<b><u>STANDARD CONTRACT/PURCHASE ORDER</u></b> .....	16
6.16	<b><u>TERMINATION</u></b> .....	16
6.17	<b><u>CONFLICT OF LAW AND CONTROLLING PROVISIONS STANDARD</u></b> .....	16
6.18	<b><u>E-VERIFY</u></b> .....	16

**6.19 SCRUTINIZED COMPANIES ..... 16**

**ATTACHMENT I SPECIFICATIONS.....17-25**

**ATTACHMENT II SITES AND LOCATIONS.....26-30**

**ATTACHMENT III PRICE PAGE/BID SHEET.....31-32**

**ATTACHMENT IV REFERENCE FORM..... 33**

**ATTACHMENT V STANDARD CONTRACT .....34-45**

**ATTACHMENT VI REQUIRED CERTIFICATIONS..... 46**

**ATTACHMENT VII DEPARTMENT OF HEALTH REPORTING OF**

**SUBCONTRACTOR EXPENDITURES .....47-48**

**ATTACHMENT VIII PURCHASE ORDER TERMS AND CONDITIONS.....49-50**

EVENT	DUE DATE	LOCATION
Invitation to Bid Advertised	<b>May 1, 2012</b>	<b>Vendor Bid System:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Questions submitted in writing.	<b>May 10, 2012 by 5:00 PM EST</b>	Submit to: Hillsborough County Health Department Stephanie D.Duhart 1105 East Kennedy Boulevard, Room 315 Tampa, FL 33602 P.O. Box 5135 Tampa, FL 33675-5135 Fax: (813) 307-8015 <a href="mailto:stephanie_duhart@doh.state.fl.us">Email: stephanie_duhart@doh.state.fl.us</a>
Mandatory Site Visit(s)	<b>May 7, 2012 10:00 AM EST</b>	<b>Hillsborough County Health Department/Downtown 1105 East Kennedy Boulevard Main Bldg, 3<sup>rd</sup> Floor- Facilities Tampa, FL 33602</b> Prospective bidders will be provided instructions at the location above to visit/view other locations included in <b>Attachment II</b> of the Bid
Answers to Questions	<b>May 15, 2012 by 5:00 PM EST</b>	<b>Vendor bid system:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>SEALED BIDS DUE AND OPENED</b>	<b>Must be received PRIOR to: 2:00 PM EST May 22, 2012</b>	Hillsborough County Health Department Stephanie D.Duhart 1105 East Kennedy Boulevard, Room 315 Tampa, FL 33602 P.O. Box 5135 Tampa, FL 33675-5135
Anticipated Posting of Intent to Award	<b>June 4, 2012</b>	<b>Vendor bid system:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## **SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001)**

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

## **SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)**

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

## **SECTION 3.0 INTRODUCTORY MATERIALS**

### **3.1 Statement of Purpose**

The Department seeks to obtain the services of a qualified, experienced and licensed landscaping vendor; to provide landscaping services, including the provision of all required supplies, equipment and personnel for the Hillsborough County Health Department. The Health Department consists of the Main/Annex Downtown Buildings, the Brush Street parking lot Downtown, six (6) outlying clinics, one property location (Sligh Ave), and one lot at College Hill. All locations are within Hillsborough County.

### **3.2 Definitions**

Detailed definitions for this solicitation are provided below:

**Department:** The Hillsborough County Health Department

**Contract Manager:** The Department's authorized representative or designee responsible for the management of this contract and the enforcement of all terms and conditions of this Agreement

**Department - Normal Working Hours:** For this purpose of this scope of work, the Department's current normal working hours are from 8:00 am to 5:00 pm, Monday through Friday, except for the statutory State Holidays and declared State emergencies.

State Holidays are: New Years Day, Martin Luther King Jr., Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. When the calendar date of a Holiday falls on a Saturday, the state observes that day on the preceding Friday. Holidays having a calendar date falling on a Sunday are observed the following Monday.

**Facilities / Site:** Unless specifically or otherwise directed, this shall encompass all of the landscaping and grounds area located at the Main & Annex to include the Brush St. Parking Lot, Joyce Ely Health Center, Kelton Health Center, North Hillsborough Health Center, Sulphur Springs Health Center, Sulphur Springs Specialty Health Center, College Hill WIC & Potter St.

Lot, University Community Health Center, and the Sligh Avenue property as utilized by the Department.

**Landscaping Vendor:** The landscaping firm retained by the Department to provide all services as defined herein, who shall be ultimately held responsible for total Contract compliance of all terms and conditions of this Agreement by its employees, staff, sub-consultant(s) and agents. The Landscaping vendor shall have a minimum of one (1) year of experience in supervising and managing landscaping work. Providing a complete, currently maintained / updated listing of Material Safety Data Sheets for all landscaping supplies / chemicals utilized during the course of this contract by the Landscaping Vendor and/or any sub-consultant(s). This listing shall be kept readily accessible for use by the Landscaping Vendor's staff and sub-consultant(s).

**Landscaping Contract Manager:** The person(s) assigned to this project by the Landscaping Vendor, with signature authority of/for the Landscaping Vendor, responsible for the overall project management, authorized to make decisions regarding this contract, and responsible for ensuring that all terms and conditions of this contract are met by:

Safely and properly completing the scope of work within the terms and conditions of this contract, while maintaining compliance with all State / Federal / Local and Department requirements.

Ensuring that adequate staffing is continually provided in a timely manner to maintain contract compliance.

Ensuring that work is being safely performed according to the approved landscaping schedule and established procedures.

Handling any performance or other landscaping related problems, as identified by the Department, in a professional and responsive manner.

Coordinating the scheduling of any special landscaping projects with the Department

Maintaining and providing current contact information for the Landscaping Vendor in a method suitable to the Department.

**Landscaping Crew(s):** The person(s) assigned to this project by the Vendor. The Landscaping Crew(s) shall be responsible for providing various scheduled, non-scheduled landscaping and landscape cleaning services as delegated by the Landscaping Vendor and according to the terms of this Contract and scope of services.

**Sub-Consultant(s):** Any sub-consultants that are utilized by the Landscaping Vendor during the course of this contract and/or revision(s) / extension(s) to it.

Unless otherwise previously agreed to in writing by the Department, all Landscaping Sub-Consultant(s) shall be required to meet the requirements of Exhibit "A", Scope of Services.

- "Bidder" and "Respondent" mean the entity that submits materials to the Department in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.
- "Bid" and "Response" mean the complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.

- "Business hours" means 8 A.M. to 5 P.M. Eastern Time on all business days.
- "Calendar days" counts all days, including weekends and holidays.
- "Contract" means the contract that will be awarded to the successful bidder under this Invitation to Bid, unless indicated otherwise.
- "Contractor" or "Provider" means the business entity to which a contract has been awarded by the Department in accordance with a proposal submitted by that entity in response to this ITB.
- "Department," "DOH" or "Buyer" means Department of Health and may be used interchangeably.
- "Desirable Conditions" means the use of the words "should" or "may" in this solicitation to indicate desirable attributes or conditions, but which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a proposal.
- "Mandatory Requirements" or "Minimum Requirements," means that the Department has established certain requirements with respect to responses to be submitted by Bidder. The use of "shall," "must," or "will" (except to indicate simple futurity) in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract/Direct Order.
- "Minor Irregularity," used in the context of this solicitation and perspective Contract/Direct Order, indicates a variation from the ITB terms and conditions which does not affect the price of the bid, or give the Bidder an advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the Department.
- "Vendor Bid System" and "VBS" refers to the State of Florida internet-based vendor information system at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)

### **3.3 Term**

It is anticipated that the contract resulting from this Invitation to Bid will be for a one year period from purchase order issue date with the option to renew. This agreement will provide lawn mowing and landscaping service for the period of July 1, 2012 through June 30, 2013, with a purchase orders created for each one year period.

The work to be performed under this contract (**See ATTACHMENT I**) shall commence no longer than **(7) seven business days** after receipt of this purchase (direct) order.

## **SECTION 4.0 TECHNICAL SPECIFICATIONS**

### **4.1 General Statement**

This agreement shall represent a lawn mowing and landscaping service agreement.

This SCOPE OF SERVICES identifies the current known needs of the Department, and it is to be considered as a starting point for the desired Landscaping Services for the job site(s).

It is anticipated that during the course of this Contract and any possible contract extension(s) it may become necessary to make changes and/or to address such needs that may arise.

Any such changes made shall not materially change the Department's purpose and objectives.

The Vendor shall provide a schedule of daily / weekly / monthly / other work schedules that will be applied to these sites, identifying how the Vendor intends to satisfactorily complete those services.



There shall be no extra charges for any services, work, materials, etc., provided by the Vendor to satisfy this scope of services. The Department shall not be responsible for any added costs due to the Vendor's duty to provide additional staffing and/or overtime as required to accommodate any staffing shortages by the Vendor.

#### **4.2 Specifications**

Detailed specifications for this solicitation are provided as **Attachment I: SPECIFICATIONS AND SCOPE OF WORK AND ATTACHMENT II: WORK SITES AND LOCATIONS** in this ITB.

#### **4.3 Documentation**

Submit the following documentation, including but not limited to:

- Title Page
- Attachment \_VI\_ – Required Certifications
- Attachment \_IV\_ - Experience/Reference Form

#### **4.4 Responsive/Responsible**

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

- Licenses
- Price Page

#### **4.5 Records and Documentation**

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

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

The successful bidder agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful bidder further agrees to hold the

department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the department against the same at its expense.

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

## **SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS**

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

### **5.1 Instructions for Bid Submittal**

- Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the Invitation to Bid. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- All bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder's responsibility to assure its bid submittal is delivered at the proper place and time as stipulated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- Late bids will not be accepted.
- Bidders are required to complete, sign, and return the "Title Page" with the bid submittal.
- Bidders shall submit all technical and pricing data in the formats specified in the ITB.
- Submit one (1) original bid and one electronic copy of the bid on CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

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

### **5.2 Public Records and Trade Secrets**

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

Simultaneously, the Respondent will provide the Department with a **separate redacted paper and electronic copy** of its response with the claimed protected information redacted and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "**REDACTED COPY.**"

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

### **5.3 Bidder Inquiries**

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

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

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

All inquiries must be submitted to:

Florida Department of Health  
Attention: Stephanie D. Duhart  
1105 East Kennedy Blvd, Rm. 315  
Tampa, FL 33602  
Fax: 813-272-6249  
Email: [stephanie\\_duhart@doh.state.fl.us](mailto:stephanie_duhart@doh.state.fl.us)

### **NOTE: FLORIDA LAW:**

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

### **5.4 Mandatory Site Visit**

A mandatory site visit, starting with the vacant location property will be held at the time and location indicated in the Timeline. Attendance at the mandatory site visit is a prerequisite for the Department's acceptance of bid response. This provides the vendors with an opportunity to tour the facilities and to ask questions and seek clarifications about the bid. A sign in sheet will be provided at all other locations and is also required for the acceptance of bid response. Only vendors that complete the attendance sheet for the mandatory site visit and for all locations will be considered responsive. The Department may answer any additional questions at the pre-bid conference or defer them to a later date identified in the Timeline. This is the only forum available during the competitive bid process for answering questions and making clarifications.

However, vendors that currently provide the services sought, or have provided it within the past three years are not required to attend the mandatory site visit.

### **5.5 Special Accommodations**

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

### **5.6 Price Page**

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

### **5.7 Experience**

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

### **5.8 Required Certifications**

All vendors must sign and return with its response the Required Certifications form, **Attachment VI** hereto, with their bid submission. **Any vendor failing to return this Required Certifications form will be considered nonresponsive.**

## **SECTION 6.0 SPECIAL CONDITIONS**

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

### **6.1 Renewal**

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

The contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal year shall be submitted for evaluation by the Department and shall not exceed 5% of the original bid price. The renewal may not include any compensation for costs associated with the renewal. Vendors must complete and submit the renewal pricing section of the price page, see **Attachment III**, Price Page. Any renewal shall be in writing and subject to the same terms and conditions of the original bid. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

## **6.2 Cost of Bid Preparation**

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

## **6.3 Vendor Registration**

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

Registration may be completed at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace/vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors).

Those lacking internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

## **6.4 Verbal Instructions Procedure**

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

## **6.5 Addenda**

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

## **6.6 Unauthorized Aliens**

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

## **6.7 Certificate of Authority**

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

## **6.8 Bid Evaluation**

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

## **6.9 Basis of Award**

A single award shall be made to the responsive, responsible bidder offering the lowest cost for the items requested in this ITB.

## **6.10 Identical Tie Bids**

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

## **6.11 Minority and Service-Disabled Veteran Business - Participation**

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

## **6.12 Subcontractor**

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

The successful bidder shall provide a monthly Subcontract Report (**Attachment VII**) summarizing all subcontracting/material suppliers performed during the prospective contract period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the Department's Contract Manager. The Department of Health encourages the use of MWBE and SDVBE vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Department of Health's Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

### **6.13 Conflict of Interest**

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

Acknowledge acceptance on Required Certifications, Attachment VI.

### **6.14 Commercial General Liability Insurance**

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

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

- A. Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a limit of not less than \$100,000.
- B. Comprehensive General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than \$300,000 combined single limit issued on a per occurrence basis.
- C. Comprehensive Automobile Liability Insurance, including owner, non-owned and hired vehicle coverage of not less than \$100,000 combined single limit, issued on a per occurrence basis, if operations and services under the contract involve the use of operation of automotive vehicles on the Purchaser's premises.

Certificates of insurance coverage described above shall be furnished by the awarded vendor within five (5) days after notice of award. Failure, by the awarded vendor to furnish the required

certificates within the time designated, shall cause the Department to withdraw the award and proceed with the next lowest responsive vendor.

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

#### **6.15 Standard Contract/Direct order**

Each vendor shall review and become familiar with the department's Standard Contract and/or Direct order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract/direct orders terms and conditions are **Attachment V AND VIII**. Acknowledge acceptance on Required Certifications, **Attachment VI**

#### **6.16 Termination**

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

Termination shall be in accordance with Department of Health Standard Contract, **Attachment V**, Section III B or Department of Health Direct Order Terms and Conditions, **Attachment VIII**.

#### **6.17 Conflict of Law and Controlling Provisions**

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

#### **6.18 E-Verify**

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

#### **6.19 SCRUTINIZED COMPANIES**

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



## **Specifications**

### **PROCEDURES, SCHEDULING / SERVICE SCHEDULE:**

The Vendor shall execute the work in an orderly, timely, and efficient manner by utilizing qualified and experienced workers, in strict conformity with this Scope of Services adhering to all commercial landscape and lawn maintenance standards.

The Vendor shall proceed with the work with all due diligence and use all reasonable efforts to complete the same without delay in services. Unless otherwise agreed to in advance and in writing by the Department, all landscape and lawn maintenance services shall be accomplished according to the schedule and specifications as shown in this scope of services.

The Vendor shall furnish all labor, equipment, tools, materials, supplies, transportation and other incidentals necessary to perform the services required. All services shall be provided using the most appropriate industry standards and equipment.

Landscaping operations shall not interfere with the Department's normal operations.

Please refer to **ATTACHMENT III for sites, locations and square footage details**

### **Lawn Cutting Services and Schedule:**

Unless otherwise notified in writing from the Department, all grass / lawn areas shall have a final cut height of two (2) inches, with all grass / lawn areas located next to the following areas properly edged; all areas that meet with sidewalks, curbs and all mulch beds.

Mowing shall be performed in a manner that insures a smooth surface appearance without "scalping" or leaving any "missed" uncut grass. This also includes altering the mowing path during successive cuttings to avoid creating any ruts, trenching or furrows from the repeated use of the same path by mowing equipment.

All mowers must be adjustable and adjusted to the proper cutting height and level for the current condition of the turf, and the kind of grass being cut.

All mower blades shall be kept sharp so as not to shred grass tips. Should any blades become dull during use, they shall be either sharpened, replaced or a different mower with a sharp blade utilized to complete the work.

Mowing shall not be done when weather or other conditions will result in damaged turf.

All litter and debris shall be removed prior to mowing, edging and/or the use of "line trimmers" / "weed whackers" in order to avoid shredding of debris, damage and/or injury to persons or property by any debris that is propelled or ejected in the landscaping process.

All sidewalks, pathways, parking lot, storm drains, streets, entrances, etc. shall be maintained free of all grass clippings, weeds, dirt, debris, litter or soil of any kind after completion of lawn or landscape maintenance services.

Edging (vertical trimming) of all turf edges shall be done during or immediately following mowing.

Turf edging at shrub beds, flowerbeds, ground cover beds, sidewalks, curbs, walkways and/or around tree rings etc. shall be edged with a manual or mechanical edger rather than a line trimmer to achieve a neat vertical uniform line.

Edging is required with each mowing and shall be done in such a way as to not damage vehicles, structures, paver blocks, concrete sidewalk, walkways, curbs, or any other hard surface material.

The vendor shall be responsible for repairing damage caused by maintenance operations.

Lawn services shall be performed during the course of the normal business hours and after business hours. Key access shall be provided by the Department.

Mowing frequencies may be deleted or increased by the Department due to climatic or other factors as determined by the Department, and the invoice for that time period with differing instance count will be adjusted (up or down as needed) at the prices provided by the vendor.

**Weekly Landscape Maintenance Schedule:**

During the period of May 1, through October 30, all lawn / grass areas located within the property sites shall be cut on a weekly basis (normally 26 instances each year).

**Bi-Weekly Landscape Maintenance Schedule:**

During the period of November 1, through April 30, all lawn / grass areas located within the property sites shall be cut on a bi-weekly basis (normally 13 instances each year).

**Bi-Weekly Landscape Maintenance Services:**

All trees, palms, shrubbery, and landscaped areas shall be maintained (trimmed, edged, weeded, on a bi-weekly basis, year round as required to ensure the maximum growth and health of each item, and to maintain the landscape areas in an aesthetically pleasing appearance.

Trees, palms and other plant material shall be kept free of weeds and/or vine growth (including their root system(s)) at all times. These areas are to be inspected and addressed with each mowing.

All dead, dying, broken, and/or diseased plant material shall be removed as needed by thinning out and shortening branches.

Each tree and shrub shall be pruned, in accordance with standard horticultural practices, to preserve the natural character of the plant in the manner fitting its use in the landscape design.

Pruning cuts shall be accomplished leaving no stub cuts, flush cuts, rips and tears, or straight cuts. Cuts shall be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly.

Damage caused by the Landscaping Vendor due to mechanical or chemical means. It shall be the sole responsibility of the Vendor to replace within thirty (30) days of the Department's request any damaged trees, bushes, sod/grass etc., with healthy replacement stock of the same type and of like size at no additional cost to the Department.

Trees shall be trimmed / pruned / maintained to insure a minimum clearance of seven (7) feet, free of tree limbs or overgrowth, as measured from the grade at the base of tree up to the lowest limbs / branches.

All palm trees shall be trimmed according to the directions by the Departments Contract Manager.

The vendor shall provide any additional tree / shrub / palm trimming and/or pruning that is, or may be needed to maintain these landscaping materials in a healthy, wind resistant condition, as well as these and/or any other types of landscaping that may overhang the Departments property from adjacent property as directed by the Departments Contract Project Manager or designee.

All tree, shrub and/or palm trimming / pruning shall be performed only in a manner consistent with the appropriate industry guidelines / standards and any applicable state / local laws / regulations by an International Society of Arboriculture Certified Arborist.

The Vendor is to remove and dispose of all landscaping material clippings and other debris from shrubs, trees, groundcover tops, bases and adjacent areas the same day as the cutting / trimming / pruning operation occurs.

Under no circumstances is debris to be placed in the Departments trash dumpster, left in roadways, walkways and/or drainage systems after the completion of the services generating the debris.

The Vendor is to ensure that all landscaping lawns, trees, shrubs, palms, etc., are not infected due by any pathogens transmitted by infected tools. Tools are to be cleaned prior to use at this site and when needed after pruning each individual tree, shrub, palm or etc.

The Department reserves the right to utilize other vendors to provide any tree trimming / pruning service(s) when it is in the Department's best interest to do so.

**Fertilize and Feed Services:**

Unless otherwise agreed to in writing by the Department, all fertilizing and feeding shall take place according to the schedule outlined, for all lawn, trees, shrubbery and other landscape areas in order to maximize health and growth of all landscaped areas, lawns, trees shrubs and ground cover.

The Vendor shall use environmental and health safe products, and shall submit all M.S.D. sheets to the Department Contract Project Manager prior to applying any chemicals used on this project site.

The Vendor shall record, maintain and provide to the Department upon request a complete information log that contains the names of all fertilizers, chemicals and pesticides that have been applied at this site, the locations / area of application, amount applied, who applied them and the date of application. This log shall include the appropriate M.S.D. sheets.

Fertilizers or other additives shall be furnished in factory sealed bags or other standard containers/packaging with the name, weight and guaranteed analysis (N-P-K) of contents clearly marked thereon.

All fertilizers shall comply with the State of Florida fertilizer laws.

**Fertilizing / Feeding Schedule:**

All fertilizing / feeding products used for lawns, shrubbery areas and trees shall be that of a Leesco slow release product or Department approved equivalent.

Fertilizing/feeding utilizing 9-4-9, 8-6-8 or Department approved equivalent fertilizer, shall be

scheduled as follows:

Lawn area fertilizing shall occur in March, June, September and the second week of November.

All shrubs and trees shall be fertilized three (3) times a year.

All palm trees shall be fertilized two (2) times a year.

Should the Vendor recommend other scheduling / fertilizer and/or feed brands / formulas / methods, the Vendor shall submit such recommendations and justifications for the change(s) to the Department's Contract Project Manager for review and approval.

### **Mulch beds and grass services:**

All mulch beds and grass areas shall be maintained free of weeds and undesirable vegetation (including their root system(s), insects, pests, trash / debris, and disease.

The Vendor shall be responsible to replenish all mulch areas as needed on an as requested basis at the prices provided by the vendor, in addition to the scheduled replacement provision in order to maintain the original intended architectural design.

Mulch utilized on this site shall be any one or more of the following types:

- Florimulch" Landscape mulch.
- Cypress Mulch, CERTIFIED Grade "B"
- And/or Department Approved Equal.

All mulch areas shall be maintained at a depth of two (2) inches year round.

**Existing mulch that exceeds a depth of two (2) inches shall be removed and properly disposed of (not just relocated elsewhere on the site) prior to a fresh application of mulch.** Graded / mulched areas are to be maintained in a uniform grade. Graded / mulched areas that are rough or uneven shall be leveled with planting soil or other approved material. Mulch shall be kept clear of valve boxes, water meter boxes, and lighting fixtures.

In the event of any loss or damage to any grass areas, the Vendor shall bear sole responsibility of providing, placing and maintaining equal or better quality replacement sod, within ten (10) days of the Department request.

### **TRASH AND GENERAL CLEANING:**

The vendor is responsible for providing personnel capable of safely and properly hauling trash as needed.

The Departments trash dumpster shall not be utilized for the disposal of any landscape materials, trash or debris etc. The Vendor shall properly and legally dispose of all landscape materials, trash, debris, or etc. offsite.

The Vendor shall ensure that upon completion of each landscaping servicing, the entire site is free of landscaping debris, excess materials, tools, equipment, trash and litter.

This includes walkways, common grass areas, parking lots, and areas where litter tends to accumulate such as along fences, walls, trees, shrubs, loading dock, sidewalks, walkways, entrances, parking lot areas, landscaping areas, planters and other forms of landscaping at all locations on this site.

Accumulations of leaves and/or seed debris, including that resulting from the landscaping services, trash and any other debris shall be removed from all surfaces of drains, curbs, pavement and sidewalks during each weekly or bi-weekly landscape servicing. Frequencies may be deleted or increased due to climatic or other factors as determined by the Department.

Leave undisturbed – except, if it presents a safety issue - any items which are questionable as to handling until such time as the vendor's personnel can contact the Department's Contract Manager or other specifically identified department personnel for determination of the items in question.

### **SUPPLIES / INVENTORY AND EQUIPMENT**

The Vendor shall be responsible for providing, maintaining and repairing equipment and tools, supplying all labor, safety equipment and personal protective equipment needed by it's staff, and any other materials etc., necessary to complete the requirements of this contract based upon the Department's needs, as per the Scope of Services, and replenishing all of these items as needed throughout the duration of this contract and any contract renewal periods.

All equipment shall be of a high quality commercial grade and shall be recognized by the industry standards as the appropriate type of equipment to be use for the type of landscaping application(s). Where possible, the equipment used shall be chosen with regard to reduction of noise emitted when said equipment is utilized. Noise reduction devices (mufflers etc.) shall be of the proper size and type for the device(s) they are attached to, and any equipment with missing, broken or otherwise defective noise reduction devices shall not be used on this site.

The Vendor shall ensure that all chemicals, supplies and equipment shall be safely and properly utilized and stored. Chemicals, supplies, equipment and material shall be of superior quality.

Training reference materials and M.S.D.S. data shall be provided by the vendor and available for use by the vendor's personnel and copies forwarded to the Department's Contract Manager.

The Vendor shall only use chemicals, methods and equipment as per the manufacturer's recommendations for all areas listed throughout this Contract and Scope of Services.

All containers and dispensers of any type used at the facility shall clearly indicate the contents in English (with other languages optional in addition to the English labeling).

All types of cutting tools are to be kept clean, sharp and in good repair.

The Vendor is responsible for providing any/all personal protective devices / safety gear and equipment needed to properly fulfill the terms and conditions of this Contract.

**PERFORMANCE COMPLIANCE:**

The apparent silence of specifications set forth in this Scope of Services as to any details or omissions concerning any point shall be regarded as meaning that only the highest industry standard(s) for commercial landscaping services are to prevail, and that only materials and workmanship of superior quality shall be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

To ensure contract performance compliance, the Vendor's monthly invoices are subject to cost reduction adjustment, and/or the assessment of penalties by the Department when services are not performed as specified within this Contract or Scope of Services (and/or as modified and agreed to in writing by the Department and the Vendor). Any such cost penalties assessed, and/or vendor invoice amount deductions shall be based upon the following terms:

The Vendor will be charged the cost of the repairs that may be utilized to address and correct any vendor incidents and/or violations of the contract and/or scope of work, which may be assessed against the vendor's invoices until paid in full.

If after notice of a non-compliance, the Vendor fail to correct such non-compliance within seven (7) calendar days, the Department may assess a minimum of \$100.00 per occurrence for the initial noncompliance issue, in addition to the cost of any equipment, materials, labor, vendors or necessary services obtained. Any subsequent repeats of the original noncompliance issue may, at the Department's discretion, be assessed an additional \$200.00 per occurrence.

Performance compliance / non-compliance and/or penalties may also be augmented by legal means.

Unless otherwise directed in writing by the Department, the Vendor shall have twenty-four (24) hours to respond to any deficiency as cited by the Department.

If any deficiency may cause harm to life, property or violate any rules or regulations such as, but not limited to, Americans With Disabilities Act (A.D.A.), Occupational Safety and Health Administration (O.S.H.A.) or Departmental POLICIES, PROCEDURES AND SCHEDULING, the Department shall take immediate corrective action(s) as required, and the Vendor shall be responsible for the burden of these direct and any associated and/or indirect costs.

The Department shall have sole discretion in selecting the remedy(ies) it shall employ in order to obtain the contractually required services, terms and schedules as agreed between the Department and the Vendor.

**DELAYS, UNFORESEEN EVENTS, ADDED WORK, EMERGENCIES, CHANGES ETC.**

The Vendor shall perform all services within the established scheduled time frames as required by this Agreement.

In the event that the Vendor is unable to perform the services as scheduled in the established cleaning schedule, the Vendor shall notify, in writing, the Contract Manager forty-eight (48) hours in advance.

Service / Scheduling and/or Performance delays incurred by the Vendor shall be brought to the attention of the Department's Contract Manager or designee, for review upon such delays being identified by the Vendor.

Upon the Vendor's failure to provide notification to the Department of such scheduling delays in a timely manner, the Department may, at its option proceed with initiating a remedy for services to be performed.

The Vendor shall bring to the Department's attention any noted discrepancy (ies) / inconsistency (ies), and any suggested and /or possible solutions / corrective actions to the scope of services, immediately upon their discovery of such items.

The Department will review the alleged discrepancies or inconsistencies and determine the corrective action(s) to be taken. Any such correction(s) may become part of this scope of work as applicable, when agreed to by the Department and the Vendor.

The Department may request additional work to be performed that is not specifically listed in this scope of services, as needed to address unforeseen events, emergencies, added work items which may include, but are not limited to, emergency clean up, construction related landscaping, tree trimming / pruning, etc.

The Vendor shall be paid at the rates provided in **Attachment III Price Page**, for normal landscaping labor and/or any additional labor required to perform any landscaping services that the Department determines necessary as required, and that are not specifically addressed elsewhere in this Scope of Services.

**DAMAGES:**

It shall be the ultimate and sole responsibility of the Vendor to repair or pay for the repair of any damage(s) caused to the facility, its contents / equipment / systems or grounds by any direct / indirect action(s) of the Vendor, employees or sub-contractors.

The Vendor shall bear the burden of all cost(s) including legal and court fees, for any repairs necessary to correct any damage(s) caused by the Vendor's operations, employees, equipment, with said costs being deducted from the Vendors monthly invoice(s) and/or addressed via legal means.

Unless otherwise agreed to in writing by the Department, repair of any such damage to the facility, its contents / equipment / systems or grounds shall be completed within fifteen (15) days of the appropriate notification to the Department.

The Department reserves the right to complete or contract out for the completion of any repairs that are not completed expeditiously by the Vendor, and to complete any repairs in which the quality of repairs provided by the Vendor is deemed to be of an unacceptable quality by the Department's Building Superintendent.

The costs of all repairs performed by the Department as a result of the Vendor's Employee(s) and/or Sub-Contractors(s) actions or inactions causing damage shall be deducted from the Vendor's monthly payment(s) and/or billed to the Vendor, until paid in full. This includes all legal costs / fees / court costs incurred by the Department.

The Vendor shall notify the Departments Contract Manager at the time of any incidents, accidents or damages to persons, vehicles, or property incurred prior to or during the Vendor performing landscape and lawn services.

The Vendor shall provide a written narrative report describing what, when, where and how any of the above occurred, and what actions were taken, a copy of this report shall be given to the Contract Project Manager or designee within two (2) working days.

The Vendor shall be responsible for all repairs or replacement of any damaged areas or items caused by the Vendor their employees or any sub-consultants used to perform any portion of the landscape services.

The Vendor shall bear sole responsibility as a result of any accidents involving State or privately owned property including but not limited to all vehicles located on the premises, while providing landscape and lawn maintenance services.

The Department shall not be held responsible for any loss or stolen equipment and materials provided by the Vendor to perform landscape and lawn maintenance services.

The Vendor shall replace and/or repair, as required by the Department, any Department item(s), property and/or equipment damaged, or destroyed while providing landscape and lawn maintenance services as a result of an accident, neglect or willfulness act.

#### **NOTIFICATION OF DAMAGE(S)**

The Vendor shall provide written notification to the Department's designee, narrating any and all landscaping related damages on this site, during its operations. All notifications shall be completed by the end of the next business day.

Notification shall be complete in detail including, at a minimum, identification regarding the type of damage, location, date, time and nature of the occurrence, and any injuries to any personnel due to this occurrence. The Vendor shall deliver such notification to the Department's Contract Manager.

Repair estimates shall be submitted to the Department within five (5) working days of each incident / accidents occurrence.

Department review and approval of proposed repairs shall be made within five days of the Departments receipt of said estimates, unless damages have a potential to cause a safety hazard or a breach in security at which time the Vendor shall make all necessary repairs immediately after first seeking the Contract Manager's approval.

All repairs completed by the Vendor are subject to the Contract Manager's review for approval.

#### **SECURITY & UNIFORMS**

Strict security shall be maintained at all times.

All Vendor personnel shall wear vendor-provided, lettered shirts and/or uniforms at all times when on Department premises. Such lettering shall include the Vendors company name and/or logo.

Employees of the Landscaping Vendor shall be required to conform to all of the Department's building security policies / procedures / systems, (current and/or future) as directed by the Department.



The Landscaping Vendor, its employees and/or Landscaping Sub-Consultants shall interact with the Facilities' staff or Department staff in order to meet the Department's objective to ensure a safe facility. Such interaction shall include, but is not limited to the following: identify any suspicious acts or person(s) within or around the facility; inform the guard of anything that may cause a potential safety hazard; and to report any other breach of security.

It should be anticipated by the Vendor that some of the procedures listed in the Scope of Services might change during the course of this contract. When such changes occur, the Department shall provide written notification of such changes to the Landscaping Vendor.

The Department reserves the right to require that certain Vendor employees not be assigned to this site. Employees assigned to this project shall be a minimum of eighteen (18) years of age or older.

Only the approved Vendor, employees and/or pre-approved sub-consultant(s) shall be permitted on-site. Any unauthorized personnel, including but not limited to, visitors, family members, friends, acquaintances, etc., of the Vendor and/or its employee(s) / sub-consultant(s) found within or on the facility's grounds may be directed to leave.

Violation of any Departmental rules / policies / procedures may initiate Performance Compliance Penalties by the Department to be charged to the Vendor.

#### **SITE CONDITIONS, VENDORS LOSS OR DAMAGE(S)**

It shall be the Vendors responsibility to correctly field verify the complete and total work, resources and other items or efforts necessary to provide and maintain quality landscaping and landscaping services at this site.

This includes the full and accurate determination of the site layout, review of the Attachment III, Sites and Locations, contract conditions, full extent of work to be performed, quantities of materials, equipment, labor, and the conditions of the performance thereof, responsibility for which shall rest entirely with the Vendor.

The failure or neglect of the Vendor to become fully familiarized with the site of the proposed work and the type / quantity of services required shall in no way relieve the Vendor from any obligation(s) with respect to his / her work performance.

The Department shall not bear any risk for any loss(es) by the Vendor.

The Vendor shall be responsible for any financial and/or material loss(es) / theft(s), damage(s), replacement(s) for any of the Vendor's items including, but not limited to, theft and/or damage of/to any tools, equipment, supplies and other items left in the workplace.

The Vendor shall be responsible for any injury sustained by its employees while providing services at the Department's office facility.

**ATTACHMENT II  
LOCATIONS AND SITES, INCLUDES SQUARE FOOTAGE**

<p><b>COLLEGE HILL Clinic</b> 2313 E. 28<sup>th</sup> Avenue Tampa, FL 33610</p> <p>Lawn sq. ft. <b>2,504</b></p> <p>Tree/shrub sq. ft. 989</p> <p><b>Potter St. (EMPTY LOT NORTH SIDE OF BLDG)</b></p> <p>Lawn sq. ft. 18, <b>966</b></p>	<p><b>Joyce Ely Clinic</b> 205 14th Ave. SE. Ruskin, FL 33570</p> <p>Lawn sq. ft. <b>4,250</b></p> <p>Tree/shrub sq. ft. 600</p>	<p><b>Kelton Clinic</b> 4704-B Montgomery Ave. Tampa, FL 33616</p> <p>Lawn sq. ft. <b>28,910</b></p> <p>Tree/shrub sq. ft. 1000</p>
<p><b>North Hillsborough Clinic</b> 9827 N. Sheldon Rd. Tampa, FL 3363</p> <p>Lawn sq. ft. <b>6,015</b></p> <p>Tree/shrub sq. ft. 1,000</p>	<p><b>Tuberculosis (TB) Clinic</b> 8515 N. Mitchell Ave. Tampa, FL 33604</p> <p>Lawn sq. ft. <b>5,006</b></p> <p>Tree/shrub sq. ft. 4,104</p>	<p><b>Sulphur Springs Clinic</b> 8605 N. Mitchell Ave. Tampa, FL 33604</p> <p>Lawn sq. ft. <b>6,003</b></p> <p>Tree/shrub sq. ft. 3,525</p>
<p><b>University Community Health Center</b> 13601 N. 22<sup>ND</sup> St Tampa, 33613</p> <p>Lawn sq. ft <b>15,974</b></p> <p>Tree/Shrub sq. ft. 3260</p>	<p><b>Main &amp; Annex Downtown Bldgs and Brush St. parking lot.</b> 1105 E. Kennedy Blvd. Tampa, 33602</p> <p>Tree/Shrub sq. ft. 3700</p>	<p><b>Sligh Ave. Property</b> 5516 West Sligh Ave. Tampa, FL 33634</p> <p>Lawn <b>44,000</b> sq. ft.</p>

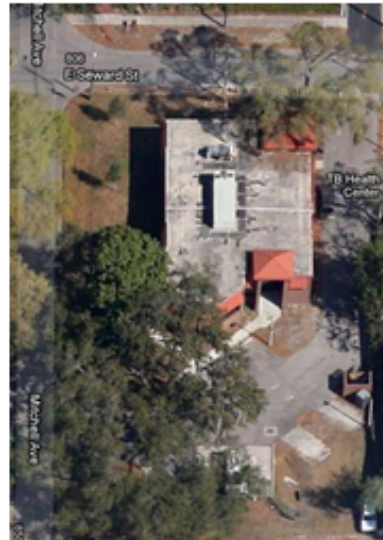
### Sulphur Springs Health Clinic

1. Landscaping includes area off of Nebraska Avenue along Seward St, including easement to Mitchell Ave. Fenced parking lot, PVC fenced area at rear of building leading North to Artic St. along Artic St. heading west to Mitchell Ave.
2. Landscaping includes chain link fenced in parking lot in front of Clinic building to include all easements.



### TB Clinic

1. Landscaping includes area off of Nebraska Ave, going west along Seward St, including easement to Mitchell Ave. Head south along Mitchell Ave, turn east along Wood St to Retention Pond up to concrete brick wall. Brick wall and PVC fencing serves as the boundary markers.



### University Area Community Health Clinic

1. Landscaping includes area from 131<sup>st</sup> Street, heading North along 22<sup>nd</sup> St to School's entrance, turn left heading east, then turn left in Clinic's parking lot towards 131<sup>st</sup> Street. The Clinic is bounded by the School's fencing.



### Kelton Health Clinic

1. Landscaping includes area bound by chain link fence along the retention pond, south along the chain link fence School's property, north along Montgomery Ave, to include the easement/drains and up to the paved walkway on the west side.



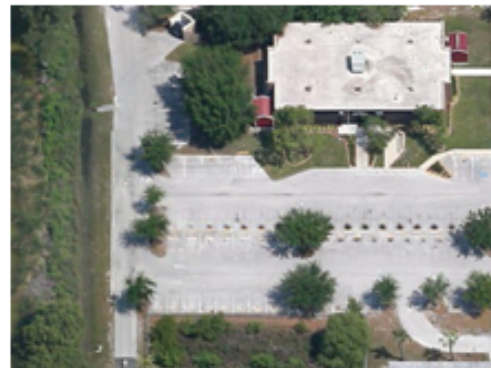
### North Hillsborough Clinic

1. Landscaping includes area from entrance off of Sheldon Rd. limits include PVC fence on north and ten (10) feet on south side of parking lot up to chain link fence. Area at rear of building up to chain link fence.



### Joyce Ely Health Clinic

1. Landscaping includes area up to paved walkway on east side of building, twenty (10) feet at rear of building beginning from concrete platform and extends out to roadway on west side of building. Front south side includes area up to parking lot.



College Hill Admin Bldg.

1. Landscaping includes area within chain link fence and PVC vinyl fence, also easement.



Potter St. Property-2328 E. 28<sup>th</sup> Ave

1. Landscaping includes vacant plot of land off of E. 28<sup>th</sup> Ave and Potter St. Also use existing chain link to the north and east sides as boundary markers.



5512 West Sligh Ave Property

1. Landscaping includes entire chainlink fenced plot, also easement along Sligh Ave and John's Rd.



Main & Annex Bldgs.

1. Landscaping services for both buildings 1115 and 1105 are bordered by Nebraska Ave on the east, Brush St. on the west, Kennedy Ave on the north and Jackson St. on the south side of the building. All sidewalks are included.



Brush St. Parking lot

1. Landscaping includes within the fenced chain link area. Ten (10) feet outwards on the South facing Washington Ave along fence line, include easement along Brush St and along Jackson St. to where fence abuts City of Tampa parking entrance.



**ATTACHMENT III  
Price Page/BID SHEET**

A single award shall be made to the responsive, responsible bidder offering the lowest cost for the items requested in this ITB.

**BIDDERS ARE REQUIRED TO BID ON ALL ITEMS LISTED IN THE TABLE BELOW: This contract may be renewed and the cost will apply to the initial term and any renewal periods**

<b>LANDSCAPING BID DOH-11-076</b>	<b>#</b>	<b>SERVICE TO OCCUR</b>	<b>SERVICE PERIODS</b>	<b>TIMES</b>	<b>UNIT COST</b>	<b>EQUAL</b>	<b>TOTAL COST ( for a one year term)</b>
LAWN CUTTING: <b>MAY 1 TO OCTOBER 31(OCCURS EVERY WEEK)</b> College Hill, Joyce Ely, Floyd Kelton, N. Hills, TB, Sulphur Springs and University	1	WEEKLY	26	X		=	
LAWN CUTTING: <b>NOVEMBER 1 TO APRIL 30 (OCCURS EVERY TWO WEEKS)</b> College Hill, Joyce Ely, Floyd Kelton, N. Hills, TB, Sulphur Springs and University	2	BI-WEEKLY	13	X		=	
LAWN CUTTING: (OCCURS EVERY MONTH) Brush Street (downtown), Sligh Ave property & Potter St. Lot (Empty lot on north side of Bldg)	3	MONTHLY	12	X		=	
Landscape Maintenance Services (OCCURS EVERY TWO WEEKS) College Hill, Joyce Ely, Floyd Kelton, N. Hills, TB, Sulphur Springs, University and Main & Annex Bldgs-(Downtown)	4	BI-WEEKLY	26	X		=	
LAWN –FERTILIZING AND FEED: (OCCURS TWICE PER YEAR) College Hill, Joyce Ely, Floyd Kelton, N. Hills, TB, Sulphur Springs, University and Main & Annex Bldgs-(Downtown)	5	BI-ANNUAL	2	X		=	
FERTILIZE TREES AND SHRUBS:(OCCURS TWICE PER YEAR) College Hill, Joyce Ely, Floyd Kelton, N. Hills, TB, Sulphur Springs, University and Main & Annex Bldgs-(Downtown)	6	BI-ANNUAL	2	X		=	
FERTILIZE ALL PALM TREES:(OCCURS TWICE PER YEAR) University	7	BI-ANNUAL	2	X		=	
REPLENISH MULCH IN ALL AREAS: (OCCURS EVERY MONTH) College Hill, Joyce Ely, Floyd Kelton, N. Hills, TB, Sulphur Springs, and University	8	MONTHLY	12	X		=	
<b>TOTAL CONTRACT COST: The amount shown in line 9 is the sum of lines 1-8.</b>  Total contract cost if for a one year term. Total contract cost in this Attachment III <u>excludes</u> work referenced in Attachment I ,Section for Unforeseen events, delays, added work or emergencies	9	NOTE: The lowest Bidder will be selected based on the total contract cost in this Attachment III					\$

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ ALL BID TERMS, CONDITIONS AND SPECIFICATIONS AND AGREE TO ALL TERMS, AND CONDITIONS, PROVISIONS AND SPECIFICATIONS. I **CERTIFY THAT THE RESPONSE SUBMITTED IS MADE IN CONFORMANCE WITH ALL REQUIREMENTS IN THIS SOLICITATION.** I WILL PROVIDE TO THE LOCATIONS SPECIFIED IN THIS BID.

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
(Signature)

NAME AND TITLE: \_\_\_\_\_  
(Print or Type)

COMPANY: \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

COMPANY FEID# \_\_\_\_\_

PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_



**ATTACHMENT IV  
Reference Form**

Bidder's Name: \_\_\_\_\_

Vendors are required to submit with their bid, three (3) references that have been provided for services of a similar size and parameters of those requested in this solicitation. Vendors shall use **Attachment IV**, Reference Form of this ITB to provide the required reference information. The department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

1.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative**

**ATTACHMENT V**

CFDA No.

CSFA No.

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT**

Client     Non-Client  
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and \_\_\_\_\_ hereinafter referred to as the *provider*.

**THE PARTIES AGREE:**

**I. THE PROVIDER AGREES:**

**A. To provide services in accordance with the conditions specified in Attachment I.**

**B. Requirements of §287.058, Florida Statutes (FS)**

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

**C. To the Following Governing Law**

1. State of Florida Law

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department

of Labor regulations (29 *CFR* part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.

- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 *CFR*, part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements.”
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 *CFR* Part 15). The provider shall report any violations of the above to the department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- g. The provider shall comply with President’s Executive Order 11246, Equal Employment Opportunity (30 *FR* 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President’s Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45*CFR* Parts 160, 162, and 164).

- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

#### **D. Audits, Records, and Records Retention**

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment \_\_\_\_\_ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated

in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) allowable under the contract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. **Financial Report.** To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

#### **E. Monitoring by the Department**

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

#### **F. Indemnification**

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the

department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

#### **G. Insurance**

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

#### **H. Safeguarding Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

#### **I. Assignments and Subcontracts**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to

the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.

5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

#### **J. Return of Funds**

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

#### **K. Incident Reporting**

Abuse, Neglect, and Exploitation Reporting

**In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).**

#### **L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

#### **M. Purchasing**

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content  
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

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

The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

**N. Civil Rights Requirements**

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

**O. Independent Capacity of the Contractor**

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the



provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

**P. Sponsorship**

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than \_\_\_\_\_ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

#### **U. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

#### **Electronic Fund Transfer**

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

#### **Information Security**

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

## **II. THE DEPARTMENT AGREES:**

### **A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \_\_\_\_\_ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

### **B. Contract Payment**

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

### **C. Vendor Ombudsman**

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

## **III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE**

### **A. Effective and Ending Dates**

This contract shall begin on \_\_\_\_\_ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on \_\_\_\_\_.

### **B. Termination**

#### 1. Termination at Will

**This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.**

#### 2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

#### 3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification

of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

**4. Termination for Failure to Satisfactorily Perform Prior Agreement**

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

**C. Renegotiation or Modification**

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

**D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)**

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

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3. The name, address, and telephone number of the contract manager for the department for this contract is:

2. The name of the contact person and street address where financial and administrative records are maintained is:

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4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

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

**E. All Terms and Conditions Included**

This contract and its attachments as referenced, \_\_\_\_\_ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the

remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

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**I have read the above contract and understand each section and paragraph.**

**IN WITNESS THEREOF**, the parties hereto have caused this \_\_\_\_ page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:**

**SIGNATURE:**

**PRINT/TYPE NAME:**

**PRINT/TYPE NAME:**

**TITLE:**

**TITLE:**

**DATE:**

**DATE:**

**STATE AGENCY 29-DIGIT FLAIR CODE:**

**FEDERAL EID# (OR SSN):**

**PROVIDER FISCAL YEAR ENDING DATE:**

**ATTACHMENT VI  
REQUIRED CERTIFICATIONS**

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ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

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SCRUTINIZED COMPANIES LISTS

I hereby certify that the my company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

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

\*\* The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive



**ATTACHMENT VII**

**DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES**

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

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

**COMPANY NAME:** \_\_\_\_\_

**DEPARTMENT OF HEALTH CONTRACT NUMBER:** \_\_\_\_\_

**REPORTING PERIOD-FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

**DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):**  
 PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: JANICE BROWN, MBE  
 COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY,  
 STE. 310, TALLAHASSEE, FL. 32399-1734

**1. DESIGNATIONS:**

**MINORITY PERSON** as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

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

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

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

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

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

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

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

**II. INSTRUCTIONS TO PRIME CONTRACTORS:**

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER
- F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER



**ATTACHMENT VIII**  
**DIRECT ORDER TERMS AND CONDITIONS**  
**STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)**

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace (MFMP) direct order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof..
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The department , solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the department's determination pursuant to this paragraph.

9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

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

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

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

13. In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."