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September 22, 2015

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITB 002 -15/16

Title: Moving and Property Handling Services

This solicitation is being issued by the State of Florida, Agency for Health Care Administration, hereinafter referred to as “**AHCA**” or “**Agency**”, to select a vendor to provide moving and property handling services. The solicitation package consists of this transmittal letter and the following attachments:

<b>Attachment A</b>	PUR 1001, State of Florida General Instructions to Respondents
<b>Attachment B</b>	PUR 1000, State of Florida General Contract Conditions
<b>Attachment C</b>	Special Conditions
<b>Attachment D</b>	Scope of Services
<b>Attachment E</b>	Mandatory Criteria
<b>Attachment F</b>	Cost Proposal
<b>Attachment G</b>	Required Certifications
<b>Attachment H</b>	Certification of Drug-Free Workplace Form
<b>Attachment I</b>	Purchase Order Terms and Conditions

Your response must comply fully with the instructions that stipulate what is to be included in the response. Prospective vendors submitting a response to this solicitation shall identify the solicitation number, date and time of opening on the envelope transmitting their response. This information is used only to put the AHCA mailroom on notice that the package received is a response to an AHCA solicitation and therefore should not be opened, but delivered directly to the Issuing Officer.



The designated AHCA Issuing Officer for this solicitation is the undersigned. All communications from prospective vendors shall be made in writing and directed to my attention at the address provided in Attachment C, Special Conditions, Section C.5, unless otherwise instructed in the ITB.

The term “response” or “bid” may be used interchangeably and mean the prospective vendor’s submission to this ITB.

Sincerely,

*Victoria Bell*  
Procurement Director  
Bureau of Support Services

# ATTACHMENT A

## State of Florida PUR 1001

### General Instructions to Respondents

#### Contents

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

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

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

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

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and

- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

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

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

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

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

**6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

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

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors,

officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

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

relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of

intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

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

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

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

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

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

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

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3)

and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

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

**ATTACHMENT B**  
**State of Florida**  
**PUR 1000**  
**General Contract Conditions**

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

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

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive

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

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

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

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

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

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

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products

involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

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

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

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

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

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

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

operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

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

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

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

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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



Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.

**CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the

Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

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

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

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and

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

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

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

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the

Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

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

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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

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

upon satisfactory performance evaluations and subject to availability of funds.

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

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

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

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

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

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

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the

Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

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

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

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

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation

to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

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

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

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

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

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

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

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

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

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents

forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

## ATTACHMENT C SPECIAL CONDITIONS

- C.1 Solicitation Number:** AHCA ITB 002-15/16
- C.2 Solicitation Type:** Invitation to Bid (ITB)
- C.3 Solicitation Title:** Moving and Property Handling Services
- C.4 Date of Issuance:** September 22, 2015
- C.5 Issuing Officer:** Victoria Bell, Procurement Director  
 Agency for Health Care Administration  
 Building 2, Suite 203, Mail Stop 15  
 2727 Mahan Drive  
 Tallahassee, FL 32308-5403  
 Fax #: (850) 488-0317  
 Email: [procurement@ahca.myflorida.com](mailto:procurement@ahca.myflorida.com)

**C.6 Solicitation Timeline:**

The projected solicitation timeline is shown below (all times are Eastern Time). The Agency reserves the right to amend the timeline in the State's best interest. If the Agency finds it necessary to change any of the activities/dates/times listed, all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) ([http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	September 22, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Written Inquiries	September 25, 2015	2727 Mahan Drive, MS# 15 Tallahassee, FL 32308-5403
Anticipated date for Agency Responses to Written Inquiries	September 29, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Responses	October 2, 2015 @ 2:00 PM	Address Provided in C.5 above
Public Opening of Responses	October 2, 2015 @ 2:30 PM	2727 Mahan Drive, Building 2 Operations Conference Room, 2 <sup>nd</sup> Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	October 5, 2015	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

### C.7 Mandatory Requirements:

The State has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this ITB, indicates a requirement or condition from which a material deviation may not be waived by the State. A deviation is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the ITB requirements, provides an advantage to one respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the state. Material deviations cannot be waived. The words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable feature will not in itself cause rejection of a response.

### C.8 Restriction on Communications:

Respondents to this ITB or persons acting on their behalf may not contact, between the release of the ITB and the end of the seventy-two (72) hour period following the Agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this ITB, except in writing to the Issuing Officer or as provided in the ITB documents. Violation of this provision may be grounds for rejecting a response.

### C.9 Vendor Questions:

Note: This Special Instruction takes precedence over **Attachment A**, General Condition #5.

The Agency will receive all questions pertaining to this ITB no later than the date and time specified for written inquiries in Section C.6, Solicitation Timeline. All inquiries must be made in writing to the Issuing Officer identified in Section C.5. Questions may be sent by email or fax. (Email is preferred and encouraged.) **No telephone inquiries will be accepted.** The Agency’s response to questions received will be posted as an addendum to this ITB as specified in Section C.6, Solicitation Timeline. The Agency reserves the right to consider questions received after the submission deadline on a case-by-case basis. If the Agency, in its sole discretion, determines that all prospective vendors would benefit from a response, an addendum to this ITB will be issued and posted to the Vendor Bid System.

### C.10 Solicitation Addenda:

If the Agency finds it necessary to supplement, modify, or interpret any portion of the ITB package during the solicitation period, a written addendum will be posted on the VBS as addenda to this ITB. **It is the prospective vendor’s responsibility to check VBS periodically for any information or updates to this ITB. The Agency bears no responsibility for any resulting impacts associated with a prospective vendor’s failure to obtain the information made available through the VBS.**

### C.11 Public Opening of Responses:

Responses shall be opened on the date and at the location indicated in the Section C.6, Solicitation Timeline. Respondents may, but are not required to, attend. The Agency will only announce the respondent(s) name at the public opening. Pursuant to s. 119.071(1)(b), Florida Statute, no other materials will be released. Any person requiring a special accommodation because of a disability should contact the Issuing Officer at least five (5) business prior to the solicitation opening. If you are hearing or speech impaired, please contact the Agency by using the Florida Relay Service at (800) 955-8771 (TDD).



### **C.12 Cost of Response Preparation:**

The costs related to the development and submission of a response to this ITB is the full responsibility of the respondent and is not chargeable to the Agency.

### **C.13 Independent Preparation of Response:**

A respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other respondent as to any matter related to the response each is submitting. Additionally, a respondent shall not induce any other respondent to submit or not to submit a response.

### **C.14 Required Certifications:**

The following certifications, contained in **Attachment G**, Required Certifications, are required and must be submitted with the response:

- Acceptance of Terms and Conditions - certifying that the prospective vendor accepts the terms and conditions as specified in this ITB and in **Attachment I**, Purchase Order Terms and Conditions.
- A Statement of No Involvement - certifying that neither the prospective vendor nor any person with an interest in the firm had a noncompetitive contract involving any of the preliminary work such as a feasibility study or preparing the ITB.
- Non-Collusion Certification – certifying all persons, companies, or parties interested in the response as principals are named; that the response is made without collusion with any other persons, company or parties submitting a response; that it is made in good faith; and the signatory has full authority to legally bind the prospective vendor to the provisions of this ITB.
- Organizational Conflict of Interest Certification – certifying that the prospective vendor (including its subcontractors, subsidiaries and partners) have no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a purchase order for this ITB; and the prospective vendor has included information in its response to the ITB detailing the existence of actual or potential organizational conflicts of interest and has provided a “Conflict of Interest Mitigation Plan”.
- License Certification – certifying that the prospective vendor (including its subcontractors, subsidiaries, and partners) have been certified as a Florida licensed and registered moving company.
- Insurance Certification - certifying that the prospective vendor (including its subcontractors, subsidiaries, and partners) is self-insured against, or will secure and maintain Worker’s Compensation Insurance for all its employees connected with the work of this project.
- Certification Regarding Terminated Contracts – the respondent shall list:
  - All State or Federal Contracts that it or its subsidiaries and affiliates have unilaterally and willfully terminated within the past five (5) years.
  - All State or Federal Contracts of the vendor and its subsidiaries and affiliates that have been terminated within the past five (5) years by a state or the federal government for cause, prior to the end of the contract.



THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENT G, REQUIRED CERTIFICATIONS WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT ATTACHMENT G, REQUIRED CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. ATTACHMENT G, REQUIRED CERTIFICATIONS IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.

**C.15 Prohibition of Gratuities:**

By submission of a response, a respondent certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent purchase order in violation of the provisions of Chapter 112, Florida Statutes. Any purchase order issued as a result of this ITB may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

**C.16 Resulting Purchase Order:**

A copy of the Agency's specific requirements for purchase orders are included as **Attachment I**, Purchase Order Terms and Conditions. The prospective vendor should closely review the requirements. Modifications proposed by the prospective vendor may not be considered. This ITB, including all its addenda, the Agency's written response to written inquiries, and the successful vendor's response shall be incorporated in the final purchase order. For purposes of this solicitation, both purchase order and Contract are used interchangeably.

**C.17 Number of Awards:**

The Agency anticipates the issuance of one (1) purchase order as a result of this ITB. The Agency, at its sole discretion, shall make this determination.

**C.18 Subcontracting:**

The successful vendor shall not subcontract, assign, or transfer any work identified under this ITB or the resulting purchase order, with the exception of those subcontractors identified in the prospective vendor's response, without prior written consent of the Agency.

The vendor is responsible for all work performed under the purchase order resulting from this ITB. No subcontract that the vendor enters into with respect to performance under the resulting purchase order shall in any way relieve the vendor of any responsibility for performance of its duties. The successful vendor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the resulting purchase order.

The Agency supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this ITB enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Prospective vendors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

### **C.19 Term of Contract:**

The anticipated term of the resulting Contract is September 28, 2015 through June 3, 2016. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.

In accordance with Section 287.057(13), Florida Statutes, the Contract resulting from this ITB may be renewed for a period that may not exceed three (3) years or the term of the resulting original Contract period whichever is longer. Renewal of the resulting Contract shall be in writing and subject to the same terms and conditions set forth in the resulting original Contract. A renewal Contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Agency, are subject to the availability of funds, and optional to the Agency.

If the Contract is renewed, the overall payment amount by the Agency to the Vendor will be reduced by at least five percent (5%), during the period of the Contract renewal without a reduction in the level and quality of services.

### **C.20 Venue:**

The purchase order resulting from this ITB shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting purchase order shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting purchase order. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

### **C.21 Inspection of Records and Work Performed:**

The state and its authorized representatives shall, at all reasonable times, have the right to enter the successful vendor's premises, or other places where duties under the resulting purchase order are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.

The successful vendor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting purchase order for a period of six (6) years after termination of the resulting purchase order, 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.

Refusal by the successful vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting performance shall constitute a breach of the resulting purchase order. The right of the state and its authorized representatives to perform inspections shall continue for as long as the successful vendor is required to maintain records. The successful vendor will be responsible for all storage fees associated with the medical records maintained under the resulting purchase order. The successful vendor is also responsible for the shredding of medical records that meet the retention schedule noted above.

Failure to retain records as required may result in cancellation of the resulting purchase order. The Agency shall give the successful vendor advance notice of cancellation pursuant to this provision and shall pay the successful vendor only those amounts that are earned prior to the

date of cancellation in accordance with the terms and conditions of the resulting purchase order. Performance by the Agency of any of its obligations under a purchase order awarded pursuant to this ITB shall be subject to the successful vendor's compliance with this provision.

In accordance with Section 20.055, Florida Statutes, the successful vendor and its subcontractors shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review, or hearing; and shall grant access to any records, data or other information the Office of the Inspector General deems necessary to carry out its official duties.

**C.22 Accounting:**

The successful vendor shall maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards. All charges applicable to the resulting purchase order shall be readily ascertainable from such records. The successful vendor is required to submit annual financial audits to the Agency within thirty (30) days of receipt.

**C.23 Confidentiality of Beneficiary Information:**

All personally identifiable beneficiary information obtained by the successful vendor shall be treated as privileged and confidential information and shall be used only as authorized for purposes directly related to the administration of the resulting Contract. The successful vendor must have a process that specifies that patient-specific information remains confidential, is used solely for the purposes of data analysis and other vendor responsibilities under the Contract resulting from this ITB, and is exchanged only for the purpose of conducting a review or other duties outlined in the resulting Contract.

Any patient-specific information received by the successful vendor can be shared only with those agencies that have legal authority to receive such information and cannot be otherwise transmitted for any purpose other than those for which the successful vendor is retained by the Agency. The successful vendor must have in place written confidentiality policies and procedures to ensure confidentiality and to comply with all Federal and State laws (including the Health Insurance Portability and Accountability Act [HIPAA]) governing confidentiality, including electronic treatment records, facsimile mail, and electronic mail).

The successful vendor's subcontracts must explicitly state expectations about the confidentiality of information, and the subcontractor is held to the same confidentiality requirements as the successful vendor. If provider-specific data are released to the public, the successful vendor shall have policies and procedures for exercising due care in compiling and releasing such data that address statutory protections of quality assurance and confidentiality while assuring that open records requirements of Chapter 119, Florida Statutes, are met.

The successful vendor and its subcontractors shall comply with the requirements of Section 501.171, Florida Statutes and shall, in addition to the reporting requirements therein, report to the Agency any breach of personal information.

Any releases of information to the media, the public, or other entities require prior approval from the Agency.

#### **C.24 Audits/Monitoring:**

The Agency may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Agency. The Agency may conduct a review of a sample of analyses performed by the successful vendor to verify the quality of the successful vendor's analyses. Reasonable notice shall be provided for reviews conducted at the successful vendor's place of business.

Reviews may include, but shall not be limited to, reviews of procedures, computer systems, beneficiary records, accounting records, and internal quality control reviews. The successful vendor shall work with any reviewing entity selected by the state.

During the resulting purchase order period these records shall be available at the successful vendor's office at all reasonable times. After the resulting purchase order period and for six (6) years following, the records shall be available at the successful vendor's chosen location subject to the approval of the Agency. If the records need to be sent to the Agency, the successful vendor shall bear the expense of delivery. Prior approval of the disposition of the successful vendor and subcontractor records must be requested and approved by the Agency if the resulting purchase order or subcontract is continuous.

The successful vendor shall comply with 45 CFR, Part 74, with respect to audit requirements of federal contracts administered through state and local public agencies. In these instances, audit responsibilities have been delegated to the State and are subject to the on-going audit requirements of the State of Florida and of the Agency.

#### **C.25 EEO Compliance:**

A successful vendor awarded a **purchase order** pursuant to this ITB shall not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap except as provided by law.

#### **C.26 Lobbying Disclosure:**

The successful vendor shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful vendor and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities, and the disclosure forms shall be used by the successful vendor and all subcontractors to disclose lobbying activities in connection with the Medicaid program that have been or shall be paid with non-federal funds.

The successful vendor shall comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

#### **C.27 Certification Regarding Debarment and Suspension:**

If the purchase order to be awarded as a result of this ITB is funded in part by federal funds that exceed the \$25,000.00 requirement, the successful vendor shall be required to sign a Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as part of the process.

### **C.28 HIPAA Compliance:**

The successful vendor must ensure it meets all federal regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

### **C.29 Applicable Laws and Regulations:**

The successful vendor agrees to comply with all applicable federal and state laws and regulations, including but not limited to:

Title 42 Code of Federal Regulations (CFR) Chapter IV, Subchapter C; Title 45 CFR, Part 74, General Grants Administration Requirements; Chapter 409, Florida Statutes; all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 USC 1857, et seq.); Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served; 42 CFR 431, Subpart F; Section 504 of the Rehabilitation Act of 1973, as amended; 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance; the Age Discrimination Act of 1975, as amended; 42 USC 6101 et. seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance; the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance; the Medicare-Medicaid Fraud and Abuse Act of 1978; other federal omnibus budget reconciliation acts; Americans with Disabilities Act (42 USC 12101, et. seq.); and the Balanced Budget Act of 1997. The resulting purchase order may be subject to changes in federal and state law, rules or regulations.

### **C.30 Patents, Royalties, Copyrights, Right to Data and Sponsorship Statement:**

The successful vendor, without exception, shall indemnify and hold harmless the Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the successful vendor. The successful vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the successful vendor or is based solely and exclusively upon the Agency's alteration of the article.

The Agency will provide prompt written notification of a claim of copyright or patent infringement and shall afford the successful vendor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the successful vendor may, at its option and expense procure for the Agency the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Agency agrees to return the article on request to the successful vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction).

If the successful vendor brings to the performance of the resulting purchase order a pre-existing patent, patent-pending and/or copyright, the successful vendor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this ITB and the resulting purchase order provide otherwise.

If the successful vendor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall

include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under the resulting purchase order, the successful vendor shall disclose, in writing, all intellectual properties relevant to the performance of the resulting purchase order which the successful vendor knows, or should know, could give rise to a patent or copyright. The successful vendor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Agency will then have the right to all patents and copyrights which arise as a result of performance under the resulting purchase order as provided in this section.

If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under the resulting purchase order, or in any way connected herewith, the successful vendor shall refer the discovery or invention to the Agency for a determination 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 the resulting purchase order are hereby reserved to the State of Florida. All materials to which the Agency is to have patent rights or copyrights shall be marked and dated by the successful vendor in such a manner as to preserve and protect the legal rights of the Agency.

Where activities supported by the purchase order resulting from this ITB produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm, corporation, including parties to the resulting purchase order shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Agency will have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the successful vendor under any purchase order resulting from this ITB.

Pursuant to Section 286.25, Florida Statutes, all non-governmental vendors must assure that all notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the successful vendor shall include the statement: "Sponsored by (name of successful vendor) and the State of Florida, Agency for Health Care Administration." If the sponsorship reference is in written material, the words, "State of Florida, Agency for Health Care Administration" shall appear in the same size letters or type as the name of the organization.

All rights and title to works for hire under the resulting purchase order, whether patentable or copyrightable or not, shall belong to the Agency and shall be subject to the terms and conditions of this ITB and the resulting purchase order.

The computer programs, materials and other information furnished by the Agency to the successful vendor hereunder shall be and remain the sole and exclusive property of the Agency, free from any claim or right of retention by or on behalf of the successful vendor. The services and products listed in this ITB and the resulting purchase order shall become the property of the Agency upon the successful vendor's performance and delivery thereof. The successful vendor hereby acknowledges that said computer programs, materials and other

information provided by the Agency to the successful vendor hereunder, together with the products delivered and services performed by the successful vendor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, Florida Statutes, and that the successful vendor shall not disclose, publish or use same for any purpose other than the purposes provided in this ITB and the resulting purchase order; however, upon the successful vendor first demonstrating to the Agency's satisfaction that such information, in part or in whole, (1) was already known to the successful vendor prior to its receipt from the Agency; (2) became known to the successful vendor from a source other than the Agency; or (3) has been disclosed by the Agency to third parties without restriction, the successful vendor shall be free to use and disclose same without restriction. Upon completion of the successful vendor's performance or otherwise cancellation or termination of the resulting purchase order, the successful vendor shall surrender and deliver to the Agency, freely and voluntarily, all of the above-described information remaining in the successful vendor's possession.

The successful vendor warrants that all materials produced hereunder will be of original development by the successful vendor and will be specifically developed for the fulfillment of this ITB and the resulting purchase order and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the successful vendor shall indemnify and hold the Agency harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

The terms and conditions specified in this section shall also apply to any subcontract made under the resulting purchase order. The successful vendor shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

### **C.31 Work Authorization Program:**

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The successful vendor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The successful vendor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the successful vendor during the term of the purchase order resulting from this ITB and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to the purchase order resulting from this ITB.

### **C.32 MyFloridaMarketPlace Vendor Registration and Transaction Fee:**

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 MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

#### **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 (2002), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida

Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.

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), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

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

**C.33 Florida Department of State:**

The successful vendor shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting **purchase order**.

**C.34 Insurance:**

To the extent required by law, the successful vendor will be self-insured against, or will secure and maintain during the life of the resulting purchase order, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the successful vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting purchase order are covered by the successful vendor's self insurance program. Such self insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the successful vendor under the resulting purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the successful vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Agency, for the protection of his employees not otherwise protected.

The successful vendor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under the resulting purchase order, whether such services and/or operations are by the successful vendor or anyone directly, or indirectly employed by him. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting purchase order. The successful vendor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the successful vendor and the State of Florida under the resulting purchase order.



All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The successful vendor's current insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. The successful vendor shall provide thirty (30) day written notice of cancellation to the Agency's Contract Manager.

### **C. 35 State Project Plan:**

Within thirty (30) calendar days following award of the resulting Contract, the successful vendor shall submit a plan addressing each of the five (5) objectives listed below, to the extent applicable to the services covered by this ITB. **The State reserves the right to direct changes and/or modifications in regard to the below objectives with the respondent selected for award, prior to execution of the resulting Contract.**

1. **Vendor Diversity:** The State supports and encourages supplier diversity and the participation of small and minority business enterprises in State contracting, both as prime contractors and subcontractors. The respondent shall submit as part of this plan, its approach to supporting the State's vendor diversity program, and the intent of Section 287.09451, Florida Statutes.

Additional assistance may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/>.

2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a respondent that certifies it has implemented a drug-free workplace program. If applicable, the respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as **Attachment H**, to certify that the respondent has a drug-free workplace program.
4. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the resulting purchase order shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of the resulting purchase order the person, firm or other business entity carrying out the provisions of the resulting purchase order shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit

agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. The successful vendor shall describe how it will support the use of RESPECT in providing the services/items being procured under the resulting purchase order.

5. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting purchase order shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of the resulting purchase order the person, firm or other business entity carrying out the provisions of the resulting purchase order shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>. The successful vendor shall describe how it will support the use of PRIDE in providing the services/items being procured under the resulting purchase order.

### **C.36 General Instructions for Response Preparation and Submission:**

Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this ITB. This special instruction takes precedence over **Attachment A, General Instruction #3.**

**An original and one (1) duplicate paper copy**, in a sealed package, must be submitted to the Issuing Officer identified in Section C.5 no later than the time indicated in Section C.6, Solicitation Timeline, for receipt of responses. The original sealed response shall be marked as the “original” and contain the transmittal (cover) letter that bears the original signature of the binding authority.

Responses may be submitted via U.S. Mail, Courier, or hand delivery. Responses sent by fax or email will not be accepted. Bids received after the date and time specified in Section C.6, Solicitation Timeline, will not be considered and returned to the prospective vendor unopened.

The respondent to the ITB must also submit **an electronic redacted copy of the response** suitable for release to the public. Any confidential or trade secret information covered under Section 812.081, Florida Statutes, should be either redacted or completely removed. The redacted response shall be marked as the “redacted” copy and contain a transmittal (cover) letter authorizing release of the redacted version of the response in the event the Agency receives a public records request.

All submittals received by the date and time specified in Section C.6, Solicitation Timeline, become the property of the State of Florida and shall be a matter of record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any proposal received in response to this ITB. Selection or rejection of the proposal shall not affect this right.

Any portion of the submitted response which is asserted to be exempt from disclosure under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the submission. Each page of the portion(s) asserted to be exempt shall be clearly marked “exempt”, “confidential”, or “trade secret” (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secrets shall be marked “trade secret as defined in Section 812.081, Florida Statutes”. Failure to segregate and identify such portions shall constitute a waiver of any claimed exemption and the Agency will provide such

records in response to public records requests without notifying the respondent. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, Florida Statutes.

All information included in the response (including, without limitation, technical and cost information) and any resulting purchase order that incorporates the successful proposal (fully, in part, or by reference) shall be a matter of public record regardless of copyright status. Submission of a response to this ITB shall constitute a waiver of any copyright protection which might otherwise apply to the production, disclosure, inspection and copying of such documentation.

**RESPONDENTS MAY NOT MARK THEIR ENTIRE RESPONSE AS TRADE SECRET. ANY RESPONSE SO MARKED WILL BE REJECTED.**

The ITB response shall consist of the following parts:

**A. Transmittal (Cover) Letter**

This letter is **mandatory** and serves as the document covering transmittal of the response package, as well as verification of vendor name, address, and Federal Employer Identification (FEID) Number. The letter must provide the name, title, address, telephone number, original signature and email address of the official vendor contact and an alternate, if available. These individuals shall have the authority to bind the vendor to a contract and shall be available to be contacted by telephone and to attend meetings as may be appropriate. If submitting a proposal as a joint venture or legal partnership, both parties must provide the requested information as described in this section (Item 1. Transmittal (Cover) Letter).

**FAILURE TO SUBMIT THE TRANSMITTAL (COVER) LETTER, WILL RESULT IN THE REJECTION OF THE RESPONSE.**

**B. Cost Proposal (Must be submitted on pages provided as Attachment F)**

The respondent shall submit one (1) original Cost Proposal (**Attachment F**) with its original response.

**THE FORM MAY NOT BE RETYPED AND/OR MODIFIED AND MUST BE SUBMITTED IN THE ORIGINAL FORMAT. ANY CAVEAT(S) AND/OR MODIFICATION(S) TO ATTACHMENT F, COST PROPOSAL WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. FAILURE TO SUBMIT ATTACHMENT F, COST PROPOSAL SIGNED BY AN AUTHORIZED OFFICIAL, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE. ATTACHMENT F, COST PROPOSAL IS AVAILABLE FOR RESPONDENTS TO DOWNLOAD AT: <http://ahca.myflorida.com/Procurements/index.shtml>.**

**C. 37 Conflict of Interest Mitigation Plan:**

The standards on organizational conflicts of interest in Chapter 48, Code of Federal Regulations and Section 287.057(17), Florida Statutes apply to this solicitation. A vendor with an actual or potential organizational conflict of interest shall disclose the conflict. If the vendor believes the conflict of interest can be mitigated, neutralized or avoided, the vendor shall include with its submission a Conflict of Interest Mitigation Plan. The plan shall, at a minimum:

- Identify any relationship, financial interest or other activity which may create an actual or potential organizational conflict of interest.
- Describe the actions the vendor intends to take to mitigate, neutralize, or avoid the identified organizational conflicts of interest.
- Identify the official within the vendor's organization responsible for making conflict of interest determinations.

The Conflict of Interest Mitigation Plan will be evaluated as acceptable or not acceptable and will be used to determine vendor responsibility, as defined in Section 287.012(24), Florida Statutes. The Agency reserves the right to request additional information from the vendor or other sources, as deemed necessary, to determine whether or not the plan adequately neutralizes, mitigates, or avoids the identified conflicts.

**C.38 Response Clarification:**

The Agency reserves the right to seek written clarification from a vendor of any information contained in the vendor's response.

**C.39 Joint Ventures and/or Legal Partnerships:**

Joint ventures or legal partnerships shall be viewed as one (1) respondent; however, each party to the joint venture/legal partnership shall submit all attachments and/or documentation required by this ITB from respondents, unless otherwise stated.

**FAILURE TO SUBMIT ALL REQUIRED ATTACHMENTS AND/OR DOCUMENTATION FROM ALL PARTIES INCLUDED IN A JOINT VENTURE OR LEGAL PARTNERSHIP, SIGNED BY AN AUTHORIZED OFFICIAL, IF APPLICABLE, WILL RESULT IN THE REJECTION OF THE RESPONSE.**

**C.40 Basis of Award:**

The Agency will award the Purchase Order resulting from this ITB to the responsive Respondent who submits the lowest "Total" bid as described in **Attachment F**, Cost Proposal.

**C.41 Posting of Notice of Intent to Award:**

Tabulation of Results, with the recommended award, will be posted and will be available for review by interested parties at the time and location specified in Section C.6, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Any responding vendor desiring to protest the recommended award must file a notice of protest to the Issuing Officer identified in Section C.5, and any formal protest with the Agency for Health Care Administration, Agency Clerk, 2727 Mahan Drive, MS #3, Building 3, Room 3407C, Tallahassee, Florida 32308, within the time prescribed in Section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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# **ATTACHMENT D SCOPE OF SERVICES**

## **D.1 Background**

The Agency for Health Care Administration is re-carpeting each of the floors in three (3) buildings at the following Tallahassee locations: 2727 Mahan Drive, 2728 Ft. Knox Blvd, and 2729 Ft. Knox Blvd. These buildings are all located in the same complex. The Vendor will be responsible for providing labor and necessary moving equipment to move all furniture and packed boxes out of each office suite and into a staging area on the same floor. After the floor has been re-carpeted, the Vendor will move the furniture and boxes back to the offices suite.

## **D.2 Manner of Service Provision**

### **A. Services Provided by the Agency**

The Agency will supply the Vendor supervisor/manager with identification/access cards. The Agency will furnish the move schedule. Agency employees will pack items from lateral file cabinets (vertical file cabinets will not be emptied), desks, credenzas, office supply storage cabinets, shelves, and bookcases. All personal items such as family pictures, plants, etc. will not be moved, and is the responsibility of the Agency employee.

### **B. Services Provided by the Vendor**

The Vendor shall provide moving services. Office moves shall require pickup, loading, transportation, delivery, and placement of relocated items (such as desks, credenzas, tables, chairs, computers, printers, etc.) to a pre-designated destination. The Vendor shall furnish all required equipment and related moving accessories including, but not limited to, dollies, floats, ramps, straps, moving blankets, etc. Upon request, the Vendor shall utilize padded dollies when moving items easily damaged by relocation. The Vendor shall also be responsible for immediately removing all used packing materials.

#### **1. Schedule**

The Agency will provide a schedule for each upcoming week at least one week in advance. However, the Vendor shall be prepared to have equipment and personnel available within one (1) business day of request by the Agency.

#### **2. Hours of Service**

The Vendor will be required to provide services primarily during the hours of 5:00 PM through 9:00 PM and 7:00 AM through 11:00 AM Monday through Friday, excluding state approved holidays and state mandated closings. If services are required outside of these established hours, the Agency shall contact the Vendor to request the extension of hours.

#### **3. Manager/Staffing**

It is the responsibility of the Vendor to ensure that a supervisor/manager be available on site during all office moves. The supervisor/manager shall be responsible for oversight of all aspects of the move, including but not limited to, adhering to the

established move start/end time and ensuring proper conduct of all movers on site. While on site, the supervisor/manager shall be accessible via cellular telephone at all times. The supervisor/manager's cell phone number shall be provided to the Agency Contract Manager prior to commencement of any moving services.

Vendor personnel will be issued an Identification (ID)/Access or Visitor badge. Vendor personnel will wear the ID/Access badge at all times while on the premises.

#### **4. Uniforms or Company Identification**

All Vendor personnel shall be attired in such a manner as to readily identify them as moving company representatives. Acceptable attire includes, but is not limited to, standard work uniform shirts or coveralls bearing company insignia or emblems, or printed tee-shirts bearing the company name and/or logo. Personnel reporting for a scheduled move will sign in with the Security Desk in the lobby of Building 3 regardless of which building they will be working in on that day. Any personnel without a designated uniform will not be granted access to the facilities.

#### **5. Vendor Conduct**

Office moves shall be completed with as little disruption to Agency staff as possible by moving all items quickly and as quietly as possible and using "inside" voices when communicating with each other or Agency staff. All Vendor personnel are expected to conduct themselves in a professional and courteous manner.

#### **6. Vendor Requirements**

The Vendor must supply all necessary moving equipment. The vendor must provide at least 120 containers/boxes for the duration of the Purchase Order. The containers/boxes at minimum shall hold 1.5 cubic feet or the Vendor must provide a total number of containers/boxes that would equal 120 x 1.5 cubic feet.

#### **7. Background Screening**

- a. The Vendor shall ensure that all Vendor employees including managing employees that have direct access to personally identifiable information (PII), protected health information (PHI), or financial information have a County, State, and Federal criminal background screening comparable to a level 2 background screening as described in Section 435.04, Florida Statutes (F.S.) completed with results prior to employment.
- b. Per Section 435.04(1)(a), F.S., level 2 screening standards include, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
- c. If the Vendor employee or managing employee was employed prior to the execution of the resulting Contract, the Vendor shall ensure that the County, State, and Federal criminal background screening comparable to a level 2

background screening is completed with results prior to the employee accessing PII, PHI, or financial information.

- d. Any Vendor employee or managing employee with background results that are unacceptable to the State as described in Section 435.04, F.S., or related to the criminal use of PII as described in Section 817, F.S., or has been subject to criminal penalties for the misuse of PHI under 42 USC 1320d-5, or has been subject to criminal penalties for the offenses described in Section 812.0195, F.S., Section 815, F.S., Section 815.04, F.S., or Section 815.06, F.S., shall be denied employment or be immediately dismissed from performing services under the resulting Contract by the Vendor unless an exemption is granted.
- e. Direct access is defined as having, or expected to have, duties that involve access to personally identifiable information, protected health information, or financial information by any means including, but not limited to, network shared drives, email, telephone, mail, computer systems, and electronic or printed reports.
- f. The Vendor shall ensure that all Vendor employees including managing employees that have direct access to PII or PHI have a county, state, and federal criminal background screening comparable to a level 2 background screening completed with results every five (5) years.
- g. The Vendor shall develop and submit policies and procedures related to this criminal background screening requirement to the Agency for review and approval within thirty (30) calendar days of Contract execution. The Vendor's policies and procedures shall include a procedure to grant an exemption from disqualification for disqualifying offenses revealed by the background screening, as described in Section 435.07, F.S.
- h. The Vendor shall keep a record of all background screening records to be available for Agency review upon request.

## **8. Public Records Requests**

The Vendor shall comply with Section 119.0701, Florida Statutes, if applicable, as follows:

- a. The Vendor shall keep and maintain public records that ordinarily and necessarily would be required in order to perform services under this Contract;
- b. The Vendor shall provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in s. 119.0701, F.S., or as otherwise provided by law;
- c. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d. The Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Vendor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency; and

- e. If the Vendor does not comply with a public records request, the Agency shall enforce the Contract provisions in accordance with this Contract.

**9. Damaged State Property**

The Vendor shall protect all finishes of the origin and destination location including, but not limited to, elevator interiors, carpeting, walls, doors, ceilings, furniture, etc., from damage. The Vendor shall be responsible for the cleaning, repair, and/or replacement of finishes soiled or damaged as a result of moving activities.

Any damage that occurs to the furniture, equipment, or building (being vacated or occupied) that is caused by the Vendor will be reported to the Vendor by the Agency within five (5) business days of discovery. The Vendor shall have ten (10) business days to present its written response to the claimed damages. The Vendor may make repairs to furniture that's within its capability. The Vendor will be responsible for initiating repairs to buildings within (60) calendar days of the reported damage. The Agency reserves the right to make immediate repairs to correct damage to equipment that would have a detrimental effect on the Agency operations. Costs of any replacement or repairs made by the Agency for damages caused by the Vendor shall be deducted from any monies due to the Vendor. This shall not prevent the Agency from seeking damages should replacement costs exceed the amount of monies owed.

**10. Deliverables**

The Vendor shall submit deliverables as described in Table 1, Deliverable Schedule, below. In the event additional deliverables are required, the Agency will negotiate with the Vendor for the completion and submission of the additional deliverables.

TABLE 1 – DELIVERABLE SCHEDULE			
No.	Deliverable	Due Date	Amount
1.	Satisfactory completion of each moving assignment requires the movers to arrive on time and in uniform, sign-in with the Security Desk in Building 3, wear the ID/visitor badges as assigned and work quickly and as quietly as possible.	Each Friday	per hour

**11. Monitoring**

The Agency shall monitor the Vendor using the project timesheets submitted throughout as well as inspecting the scheduled move areas and the ID badge reports during the entire process. The Agency reserves the right to use other means of monitoring as deemed necessary by the Agency.

**C. Method of Payment:**

- 1. This is a fixed rate (unit cost) Purchase Order.



2. The Agency will pay the Vendor monthly in arrears, an hourly rate as determined in Section D.2, Manner of Service Provision, Item B., Services Provided by the Vendor, sub-item 10., Deliverables, Table 1, Deliverable Schedule, for each satisfactorily completed hour of service towards the completion and Agency acceptance of services and deliverables. The Agency will not pay the Vendor for partial hours completed.

3. Invoicing

a. The Vendor shall submit a properly completed invoice to the Agency's Contract Manager no later than the 15<sup>th</sup> day of the month following each month services were provided.

b. The invoice shall include at a minimum:

- An invoice date;
- Vendor invoice identification number;
- The Agency's Purchase Order number;
- The Vendor's payment remittance address;
- The Vendor's hourly rate and staff by position title;
- The time period in which deliverables were completed;
- Documentation detailing deliverables completed during the preceding month; and
- The Vendor shall submit a project timesheet for the moving services provided detailing the number of hours (by position) rendered during the previous day. The Project Timesheet must be signed by the employee, and approved by the employee's supervisor.

c. Late Invoicing

Unless written approval is obtained from the Agency, and at the discretion of the Agency, correct invoices with documentation received forty-six (46) to sixty (60) days after the Agency's acceptance of the deliverable(s) will be paid at ninety percent (90%) of the amount of the invoice. Correct invoices with documentation received sixty-one (61) to ninety (90) days after the Agency's acceptance of the deliverable(s) will be paid at seventy-five percent (75%) of the invoice. Invoices received ninety-one (91) days or more after the Agency's acceptance of the deliverable(s) will **not** be paid.

**D. Performance Standards and Liquidated Damages:**

1. The Agency may impose liquidated damages as identified in Table 2, Performance Standards and Liquidated Damages below, when the Vendor has failed to meet the performance standard requirements.

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<b>TABLE 2: PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>	
Failure to complete each moving assignment in accordance with the requirements and deadline established within Table 1 – Deliverable Schedule.	<b>\$100.00</b> per calendar day beyond the due date.
Failure to complete initial and renewal background screenings within required timeframes.	<b>\$250.00</b> per occurrence.
Failure to submit policies and procedures related to criminal background screening requirements within thirty (30) calendar days of Contract execution.	<b>\$250.00</b> per calendar day beyond the due date.
Failure to remove any employee from this project who has an unsuccessful background screening unless an exemption is granted.	<b>\$500.00</b> per occurrence, in addition to <b>\$250.00</b> per calendar day until the employee is dismissed.
The Vendor shall comply with public records laws, in accordance with Section 119.0701, Florida Statutes.	<b>\$5,000.00</b> for each incident in which the Vendor does not comply with a public records request.

2. The Agency's Contract Manager will monitor the Vendor's performance in accordance with the monitoring requirements of the resulting Contract and may determine the level of liquidated damages based upon an evaluation of the severity of the deficiency. Failure by the Vendor to meet the established minimum performance standards may result in the Agency, in its sole discretion, finding the Vendor to be out of compliance, and all remedies provided in the resulting Contract and under law, shall become available to the Agency.
3. If the Agency finds the Vendor is in violation of the provisions of the resulting Contract, the Agency, at its discretion, may impose liquidated damages. Liquidated damages may be applied to all required components of the resulting Contract.
4. The Agency may impose liquidated damages as identified in the resulting Contract when the Vendor has failed to meet a deadline or provide a deliverable as specified in the resulting Contract.
5. General Liquidated Damages
  - a. The Agency may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Vendor has failed to perform as specified in this ITB and/or resulting Contract, not to exceed five percent (5%) per month.

- b. The Agency may impose upon the Vendor liquidated damages of five hundred dollars **(\$500.00)** to five thousand dollars **(\$5,000.00)**, per incident, per occurrence, depending upon the severity, if the Vendor inappropriately releases Protected Health Information (PHI). In addition, Federal penalties may apply in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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Respondent Name: \_\_\_\_\_

## ATTACHMENT E MANDATORY CRITERIA

This evaluation sheet will be used by the Agency for Health Care Administration's Procurement Office to designate responses as "responsive" or "non-responsive". If the answer to any of the questions in the table below falls into the "No" column, the response will be designated as "non-responsive" and will not be considered for further evaluation.

QUESTIONS		YES	NO
A.	Does the response include a Transmittal (Cover) Letter, signed by an individual having authority to bind the respondent, as specified in <b>Attachment C</b> , Special Conditions, Section C.36.A.	<input type="checkbox"/>	<input type="checkbox"/>
B.	Does the response include the completed <b>Attachment F</b> , Cost Proposal, as required in <b>Attachment C</b> , Special Conditions, Section C.36.B?	<input type="checkbox"/>	<input type="checkbox"/>
C.	Does the response include a signed <b>Attachment G</b> , Required Certifications, as specified in <b>Attachment C</b> , Special Conditions, Section C.14?	<input type="checkbox"/>	<input type="checkbox"/>

**Mandatory Criteria Verified by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**ATTACHMENT F  
COST PROPOSAL**

COST PROPOSAL	
Item Description	Per Hour Cost
Per person	\$ _____

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name and Title of Respondent Representative

\_\_\_\_\_  
Respondent Representative's Signature

\_\_\_\_\_  
Date

**Note:**

The Agency will not agree to caveats in the proposed prices within Attachment F. Responses which include caveat language for pricing will be viewed as a conditional response and the Agency may reject the response at its sole discretion.

**ATTACHMENT G  
REQUIRED CERTIFICATIONS**

**Acceptance of Terms and Conditions**

I hereby certify that should my company be awarded a purchase order resulting from this solicitation, it will comply with all terms and conditions specified in this solicitation and contained in the Purchase Order Terms and Conditions (**Attachment I**).

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

\_\_\_\_\_  
Date

**Statement of No-Involvement**

I hereby certify my company had no prior involvement in performing a feasibility study of the implementation of the subject contract, in drafting of the solicitation or in developing the subject program.

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

\_\_\_\_\_  
Date

**Non-Collusion Certification**

I hereby certify that all persons, companies, or parties interested in the response as principals are named therein, that the response is made without collusion with any other person, persons, company, or parties submitting a response; that it is in all respects made in good faith; and as the signer of the response, I have authority to legally bind the vendor to the provision of this response.

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

\_\_\_\_\_  
Date

### **Organizational Conflict of Interest Certification**

I hereby certify that, to the best of my knowledge, my company (including its subcontractors, subsidiaries and partners):

Please check the applicable paragraph below:

- Has no existing relationship, financial interest or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this ITB.
  
- Has included information in its response to this solicitation detailing the existence of actual or potential organizational conflicts of interest and has provided a "Conflict of Interest Mitigation Plan", as outlined in Attachment C, Section C.37.

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Signature of Authorized Official

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Date

### **License Certification**

I hereby certify that, to the best of my knowledge, my company (including its subcontractors, subsidiaries and partners) has been certified as a Florida licensed and registered moving company.

---

Signature of Authorized Official

---

Date

### **Insurance Certification**

I hereby certify that, to the best of my knowledge, my company (including its subcontractors, subsidiaries and partners) is self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all its employees connected with the work of this project.

---

Signature of Authorized Official

---

Date

### **Certification Regarding Terminated Contracts**

I hereby certify that my company (including its subsidiaries and affiliates) has not unilaterally or willfully terminated any previous contract prior to the end of the contract with a state or the federal government and has not had a contract terminated by a state or the federal government for cause, prior to the end of the contract, within the past five (5) years, other than those listed on page 4 of this attachment.

---

Signature of Authorized Official

---

Date

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## LIST OF TERMINATED CONTRACTS

List the terminated contracts in chronological order and provide a brief description (half-page or less) of the reason(s) for the termination. Additional pages may be submitted; however, no more than five (5) additional pages should be submitted in total.

The Agency is not responsible for confirming the accuracy of the information provided.

The Agency reserves the right within its sole discretion, to determine the vendor to be an irresponsible bidder based on any or all of the listed contracts and therefore may reject the vendor's response.

**Vendor's Name:**

---

**Client's Name:**

---

**Term of Terminated Contract:**

---

**Description of Services:**

---

**Brief Summary of Reason(s) for Contract Termination:**

---

**Vendor's Name:**

---

**Client's Name:**

---

**Term of Terminated Contract:**

---

**Description of Services:**

---

**Brief Summary of Reason(s) for Contract Termination:**

---

**ATTACHMENT H  
CERTIFICATION OF DRUG-FREE WORKPLACE**

In the event of Identical or Tie Bids/Proposals: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tied awards will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signer/ Title of Signer/ Company Name

# ATTACHMENT I

## Purchase Order (PO) Terms and Conditions State of Florida; Agency for Health Care Administration (AHCA)

In addition to the Terms and Conditions issued by the Department of Management Services on purchase orders issued via MyFloridaMarketplace, the following terms and conditions also apply to this transaction:

1. Vendor is an independent contractor for all purposes hereof and shall not be considered an employee or agent of the Agency.
2. Price(s) specified on the purchase order are all inclusive; no added fees, including travel expenses, are allowed.
3. Contractor agrees that the persons providing services pursuant to this contract will abide by Agency for Health Care Administration policies, including 04-HR-5 (Background Screening); 92-93-HR-1 (Sexual Harassment); 99-HR-52 (Use of Internet); and HIPAA/HITECH and other privacy policies and procedures. This applies to all contracted employees whose job stations are on AHCA premises.
4. Vendors are expected to examine the specifications, delivery schedule(s), prices and all instructions pertaining to this purchase. Failure to do so will be at the Vendor's risk.
5. The Agency may terminate this Agreement at any time with or without cause by a written notice by certified mail, return receipt requested, from the Agency to the Vendor. Upon receipt of such notice, the Vendor shall, unless the notice directs otherwise, immediately discontinue all work and services. The Vendor may request approval from the Agency to terminate the purchase order in the event of a documented hardship or circumstances beyond the Vendor's control, and such approval will not be unreasonably withheld.
6. The Vendor shall be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or services is confirmed in writing by the Agency. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain the purchase order and the Vendor's Federal Employer Identification Number or Social Security Number.
7. 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 commodities or services are received, inspected, and approved, a separate interest penalty set by the DFS pursuant to subsection 55.03(1), F.S. will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of the eligibility for payment is determined, and the daily interest rate is .03333%. Receipt by the agency of a properly completed invoice is a prerequisite to payment. Invoices returned to a vendor due to preparation errors will result in a payment delay.

8. The Vendor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage hazards which may result from the performance of this purchase order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. A Certification(s) of Insurance evidencing that all appropriate coverage is in full force and effect shall be provided to the Agency upon request.
9. The Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Agency and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, employees, partners, or subcontractors, provided, however, that the Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Agency. This provision shall not be deemed a waiver of section 768.28, Florida Statutes.
10. Unless specifically addressed in an attached Scope of Work or bid documents, intellectual property rights to preexisting property will remain with the Vendor. The Vendor shall indemnify and hold harmless the Agency and its employees from any liability including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Vendor. Unless specifically addressed in attached documents, intellectual property rights to all property created or otherwise developed by the Vendor for the Agency will be owned by the State of Florida, Department of State. Proceeds derived from the sale, licensing, marketing or other authorization related to any such intellectual property right controlled by the State of Florida shall be handled in the manner specified by applicable state statute.
11. In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from PRIDE in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

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12. In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

13. 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).
14. 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."
15. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising therefrom is in the Circuit Court of Leon County, Florida.
16. The terms of this purchase order will supersede the terms of any and all prior or subsequent agreements you may have with the Agency with respect to this purchase. Accordingly, in the event of any conflict, the terms of this purchase order shall govern.

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