

STATE OF FLORIDA



BUREAU OF PREPAREDNESS AND RESPONSE

INVITATION TO BID

DOH11-039

SEVEN (7) HEAVY DUTY PICKUP TRUCKS

**Administrative Lead:**

Sonja German-Jones, Purchasing Office  
Florida Department of Health  
4052 Bald Cypress Way  
Tallahassee, Florida 32399-1749  
FAX: 850/412-1192

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

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

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

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

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

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

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

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

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**TIMELINE  
DOH11-039**

SCHEDULE	DUE DATE	METHOD
Bid Advertised	<b>December 28, 2011</b>	<b>Vendor Bid System</b> <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a>
Questions submitted in writing	<b>PRIOR to 4:30PM January 9, 2012</b>	Submit to: Florida Department of Health, Purchasing Attn: Sonja German-Jones, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850) 412-1192 E-mail: <a href="mailto:sonja_german@doh.state.fl.us">sonja_german@doh.state.fl.us</a>
Answers to questions	<b>January 11, 2012</b>	<b>Vendor Bid System</b> <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a>
<b>SEALED BIDS DUE AND OPENED</b>	Must be received <b>PRIOR to 2:30PM January 24, 2012</b>	<b>Submit to:</b> Florida Department of Health, Purchasing Attn: Sonja German-Jones 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Posting of intent to award	<b>January 26, 2012</b>	<b>Vendor Bid System</b> <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a>

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

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

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

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

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

<http://dms.myflorida.com/content/download/2933/11777>

## **SECTION 3.0 INTRODUCTORY MATERIALS**

### **3.1 Statement of Purpose**

The purpose of this Invitation to Bid (ITB) is to obtain competitive prices for leasing seven (7) pick up trucks. These trucks will be used by the Department of Health, Bureau of Preparedness and Response Regional Emergency Response Advisors.

### **3.2 Term**

This will be a four (4) year lease, to include unlimited mileage. It is anticipated that the contract resulting from this Invitation to Bid will be for the period of four (4) years from purchase order issue date.

### **3.3 Definitions**

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

## **SECTION 4.0 TECHNICAL SPECIFICATIONS**

### **4.1 General Statement**

The purpose of this Invitation to Bid (ITB) is to obtain competitive prices for leasing seven (7) pick up trucks. These trucks will be used by the Department of Health, Bureau of Preparedness and Response Regional Emergency Response Advisors.

### **4.2 Specifications**

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

### **4.3 Literature**

All bids must meet or exceed all conditions and specifications of the ITB. When technical documentation is required by this ITB, it is to be provided with the bid submission. It is intended to demonstrate compliance of the product bid with applicable technical requirements of the ITB, and to allow a technical evaluation of the product. The Department, in its sole discretion and in the best interest of the State, may determine the acceptability of the bid through technical documentation available within the Department as of the date and time of bid opening. Such authority of the Department shall in no way relieve the bidder from the ultimate responsibility to submit the required technical documentation, nor shall any bidder assume that such documentation is otherwise available to the Department. The Department shall not be responsible for the accuracy of the technical documentation in its possession.

### **4.4 Manuals**

Automobile operation manuals are required with each unit purchased. These manuals must be furnished upon delivery, at no additional costs to the Department.

### **4.5 Warranty**

Standard Factory warranty with the option to include extended warranty package.

### **4.6 Delivery**

All shipping will be FOB Destination and included in the unit price to the location. All units shall be delivered to the following location on or before May 15<sup>th</sup>, 2012:

Florida Department of Health – Bureau of Preparedness and Response  
4052 Bald Cypress Way  
Tallahassee, FL 32399

### **4.7 Documentation**

Submit the following documentation, including but not limited to:

- Title Page
- **Attachment III** – Required Certifications
- Technical Documentation(Manufacturer's Vehicle Report)

### **4.8 Responsive and Responsible**

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

- **Attachment II** - Price Page

#### **4.9 Records and Documentation**

Any records utilized or generated in the performance of the resulting contract, is hereby recognized by the parties to be a "public record" as defined in section 119.011(1), F.S. Absent a statutory exemption, records shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., It is expressly understood that the successful bidder's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract and entitles the department to unilaterally cancel the contract agreement. The successful bidder will be required to promptly notify the department of any public records requests.

Unless a greater retention period is required by state or federal law, all documents utilized or generated in the performance of the resulting contract shall be retained by the successful bidder for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During the records retention period, the successful bidder agrees to furnish, when requested to do so, all documents required to be retained at no cost to the Department. Submission of such documents must be in the department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the department. Data files will be provided in a format readable by the department.

The successful bidder agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful bidder further agrees to hold the department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful bidder of confidential records whether public record or not and promises to defend the department against the same at its expense.

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

### **SECTION 5.0 SPECIAL INSTRUCTIONS TO BIDDERS**

***These Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001, and are outlined below. However if a statutorily required provision in the PUR 1001 form conflicts with these Special Instructions, the terms of the PUR 1001 form shall control.***

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

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

- Submit one (1) original bid and one electronic copy of the bid on either CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

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

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

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the bidder considers any portion of its bid to be confidential, exempt, trade secret or otherwise exempt from disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL.**”

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

The Redacted Copy shall be provided to the Department at the same time the bidder submits its bid and must only exclude or obliterate those exact portions which are claimed exempt from Florida’s public record law. The bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise exempt from disclosure. Further, the bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its bid are confidential, proprietary, trade secret or otherwise exempt from disclosure under Florida’s public records law. If the bidder fails to submit a redacted copy with its bid, the Department is authorized to produce the entire documents, data or records submitted by the bidder in answer to a public records request for these records.

## **5.3 Bidder Inquiries**

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

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

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

All inquiries must be submitted to:

Florida Department of Health  
Attention: Sonja German-Jones  
4052 Bald Cypress Way, Bin B07  
Tallahassee, FL 32399-1749  
Fax: 850-412-1192  
Email: [sonja\\_german@doh.state.fl.us](mailto:sonja_german@doh.state.fl.us)

**NOTE: FLORIDA LAW:**



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

#### **5.4 Special Accommodations**

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

#### **5.5 Price Page**

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

#### **5.6 Required Certifications**

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

### **SECTION 6.0 SPECIAL CONDITIONS**

*These "Special Conditions" shall take precedence over Section 2.0 General Contract Conditions, form PUR 1000 unless the conflicting term in PUR 1000 is statutorily required, in which case the term contained in the form PUR 1000 shall control.*

#### **6.1 Cost of Bid Preparation**

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

#### **6.2 Vendor Registration**

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

Registration may be completed at:

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

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

#### **6.3 Verbal Instructions Procedure**

The vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Purchasing

Office may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor.

#### **6.4 Addenda**

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

#### **6.5 Unauthorized Aliens**

The employment of unauthorized aliens by any vendor is considered a violation of section 274A(a) of the Immigration and Nationality Act, 8 U.S.C. § 1324a (2006). A vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract. Section 6.19 outlines requirements for the eVerify system.

#### **6.6 Certificate of Authority**

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

#### **6.7 Bid Evaluation**

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

#### **6.8 Basis of Award**

A single award will be made to the responsive, responsible bidder offering the lowest Grand Total including the \$1.00ea buy back price for the items requested in this Invitation to Bid. Price shall include all shipping and handling charges, FOB Destination.

#### **6.9 Identical Tie Bids**

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

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

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

#### **6.11 Conflict of Interest**

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not impair the contracting ability

of a bidder responding to a request for information.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation. Acknowledge acceptance on Required Certifications, **Attachment III**.

#### **6.12 Standard Contract/Direct order**

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

#### **6.13 Termination**

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

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

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

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

#### **6.15 E-Verify Registration**

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

#### **6.16 SCRUTINIZED COMPANIES**

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

**ATTACHMENT I**  
**Specifications**  
**EMERGENCY RESPONSE HEAVY DUTY PICKUP TRUCKS**

FLORIDA DEPARTMENT OF HEALTH  
REGIONAL EMERGENCY RESPONSE ADVISORS

1/2 TON PICKUP TRUCK, CREW CAB, 4X4

REPRESENTATIVE MODELS: 2012 CHEVROLET SILVERADO 1500 4WD CREW CAB 143.5-INCH WORK TRUCK (CK10543), 2012 FORD F-150 4WD SUPERCREW 145-INCH XL (W1E) OR APPROVED EQUIVALENT

The vehicle required and covered by this specification must be new and equipped with all standard equipment in accordance with the manufacturer's literature. All options required to meet the below specifications must be installed as Original Equipment Manufacturer (OEM) options, unless not available from the manufacturer for the representative models listed or approved equivalent(s). Vehicle must either meet or exceed each and every one of the following specifications:

1. ENGINE: Flex Fuel V8 engine, 5.0L minimum.
2. TRANSMISSION: Automatic; minimum two-speed transfer case with electronic shift, if available.
3. AXLES: Limited slip or locking differential on rear axle; automatic locking front drive system, if available. 3.42, minimum or higher numerical rear axle gear ratio. 9,300 lbs. towing capacity, minimum. Front drive system must be completely activated from inside the vehicle.
4. PERFORMANCE ITEMS: Standard instrumentation; power steering.
5. COMFORT ITEMS: Air conditioning; all glass tinted; AM-FM radio; OEM cruise control, Front seat: Cloth 40/20/40 split bench or bucket seats with head restraints. Note: Bucket seats preferred, if available as Original Equipment Manufacturer (OEM) option for representative models or approved equivalent. Rear cloth bench seat if available. Black rubberized-vinyl floor covering. Compatible front and rear floor mats. Factory or dealer installed. Inside rearview mirror, manual day/night, dual outside mirrors as specified in Accessories (10), 3.
6. SAFETY ITEMS: Original Equipment Manufacturers (OEM's) standard brake system; power windows and door locks; remote keyless entry; daytime running lights; air bags, driver and passenger.
7. TIRES & WHEELS: Five (5) Manufacturer all terrain or on/off road tread tires; matching spare tire and wheel, frame mounted; jack and lug wrench.
8. CHASSIS & CAB: Minimum 7000 lbs. GVWR; wheelbase, 143.0 inches minimum; inside box length, 67.0 inches minimum; chrome step-type rear bumper with pads, factory installed; skid plates; five-passenger, four door, crew cab, exterior color blue. Ford Trailer Tow Package, OEM option (535), Chevrolet Trailer Tow Package, OEM option (Z82) for MYC six-speed transmission, or Approved Equivalent. 9300 lbs. towing capacity, minimum. **Note: The maximum tow rating shown is calculated on the base vehicle and driver. The weight of optional equipment, passengers and cargo will reduce the maximum trailer weight your vehicle can tow.** Includes heavy-duty cooling package, trailer hitch platform and seven (7)-wire harness (harness includes wires for: park lamps, backup lamps, right turn, left turn, electric brake lead, battery and ground) with independent fused trailer circuits mated to a seven (7)-way sealed connector, instrument panel jumper wiring harness for electric trailer brake controller, and one-way sealed connector for center high-mounted stop/brake lamp. Class IV "weight carrying/dead weight receiver, 10,000 lbs. capacity minimum, installed. The specified "weight carrying/dead weight "capacity of the receiver must be obtained without the use of a weight distributing hitch. Integrated trailer brake controller for electric brakes only. Payload; 1500 lbs., minimum.

State GVWR, maximum payload and towing capacity. GVWR: \_\_\_\_\_ Max Payload: \_\_\_\_\_  
Max Towing Capacity\_\_\_\_\_.

9. **CONDITIONS:** Contractor shall provide a Manufacturer's printout (Ford "DORA", "GM AutoBook", or approved equivalent) to verify the Vehicle bid meets all the requirements of this specification. Also, any dealer installed aftermarket components, if specified, must be noted on the Manufacturer's printout.
10. **ACCESSORIES LISTED BELOW WHICH ARE NOT PROVIDED AS STANDARD EQUIPMENT OR AVAILABLE AS ORIGINAL EQUIPMENT MANUFACTURER (OEM) OPTION(S) ON REPRESENTATIVE MODELS OR APPROVED EQUIPMENT MUST BE INSTALLED BY THE DEALER.**
  1. Glass: Solar-Ray deep tinted (all windows except light tinted glass on windshield). Rear sliding window.
  2. Bed Liner: Spray-on bed liner. Minimum thickness: 1/8" on front and sides up to the bottom of the bed rail; 3/16" on floor, wheel housings and tailgate. OEM's, Bullhide, Line-X, Rhino Tuff Stuff or approved equivalent.
  3. Mirrors: Outside rearview, fold-away, manual, camper-style, black, high visibility, extendable, includes dual segment mirror on driver's side that provides enhanced wide angle capacity.
  4. Running Boards: Assist Steps, black coated tubular.
11. These vehicles are intended for emergency response and as such will be equipped with additional aftermarket response equipment and markings such as but not limited to:
  1. Emergency lights requiring modifications to the internal wiring harness
  2. Holes in the roof to accommodate emergency overhead lights and radio antenna(s)
  3. Credential markings (large decals or "body wrap" type) identifying the vehicle as a member of the State Department of Health and State Emergency Response Team

Additionally, these vehicles will require consistent use that will lead to high mileage (100,000+ miles per contract duration)

The Florida Department of Health will not be held at harm for these modifications with all modifications repairs to be the responsibility of the bid awardee

**ATTACHMENT II  
Price Page**

A single award will be made to the responsive, responsible bidder offering the lowest Grand Total including the \$1.00 each buy back price for the items requested in this Invitation to Bid. Price shall include all shipping and handling charges, FOB Destination.

<b>Quantity</b>	<b>Description</b>	<b>Annual Lease Amount</b>	<b>4 Years</b>	<b>End of Lease Buy Back Fixed Price @ \$1.00 ea.</b>	<b>Grand Total</b>
7	½ Ton Heavy Duty Pickup Truck as specified in Attachment I	7 x \$_____	x 4 Years = \$_____	+\$1.00(ea) = \$7.00 +	\$_____

Manufacture Name: \_\_\_\_\_ Model: \_\_\_\_\_

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ ALL BID TERMS, CONDITIONS AND SPECIFICATIONS AND AGREE TO ALL TERMS, AND CONDITIONS, PROVISIONS AND SPECIFICATIONS. I CERTIFY THAT I WILL PROVIDE AND DELIVER TO THE LOCATIONS SPECIFIED IN THIS BID.

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

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

COMPANY: \_\_\_\_\_

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

FAX NUMBER: \_\_\_\_\_

**ATTACHMENT III  
REQUIRED CERTIFICATIONS**

-----  
ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

-----  
E-VERIFY REGISTRATION

Upon award, I hereby certify that my company shall verify the employment eligibility of (a) all persons employed during the contract term to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by my company to perform work pursuant to the contract with the Department of Health, with the U.S. Department of Homeland Security's E-Verify system.

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

\_\_\_\_\_  
Date

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

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

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

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

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



9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
11. **TERMINATION:** This direct order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this direct order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

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

12. The terms of this Direct order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Direct order shall govern.
13. In accordance with Executive Order No. 11-02, all contractors must utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to this contract. Enrollment in the E-Verify system may be accomplished at: <http://www.dhs.gov/index.shtm>. Contractors meeting the terms and conditions of the E-Verify system are deemed to be in compliance with this provision.

CFDA No.  
CSFA No.

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

Client Non-Client  
Multi-County

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

**THE PARTIES AGREE:**

**I. THE PROVIDER AGREES:**

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

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

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

**C. To the Following Governing Law**

1. State of Florida Law

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

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying **form must be completed and** returned to the contract manager.
- f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

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

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
- 5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the department as specified in Attachment \_\_\_ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.  
 Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
    - 1) allowable under the contract and applicable laws, rules and regulations;
    - 2) reasonable; and
    - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
  - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.  
 To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

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

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

#### **F. Indemnification**

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

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

#### **G. Insurance**

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

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

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

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

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the

period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

**J. Return of Funds**

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

**K. Incident Reporting**

Abuse, Neglect, and Exploitation Reporting

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

**L. Transportation Disadvantaged**

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

**M. Purchasing**

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth

in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

3. MyFloridaMarketPlace Vendor Registration

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

4. MyFloridaMarketPlace Transaction Fee

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

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

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

**N. Civil Rights Requirements**

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

**O. Independent Capacity of the Contractor**

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.

2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.

3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

**P. Sponsorship**

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

**Q. Final Invoice**

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

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

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

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

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

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

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

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

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

**V. Electronic Fund Transfer**

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

**W. Information Security**

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

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

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

**B. Contract Payment**

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

**C. Vendor Ombudsman**

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

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

**A. Effective and Ending Dates**

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

**B. Termination**

**1. Termination at Will**

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

**2. Termination Because of Lack of Funds**

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

**3. Termination for Breach**

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

**C. Renegotiation or Modification**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**E. All Terms and Conditions Included**

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

\_\_\_\_\_



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

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

**PROVIDER:**

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:**

**SIGNATURE:**

**PRINT/TYPE NAME:**

**PRINT/TYPE NAME:**

**TITLE:**

**TITLE:**

**DATE:**

**DATE:**

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

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

**PROVIDER FISCAL YEAR ENDING DATE:**