

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
Central Region**



INVITATION TO BID

**Record Storage and Management Services
ITB#: 07RA1801
Release Date: May 22, 2018**

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), **Central Region** is issuing this solicitation for the purpose of Record Storage and Management Services. Any person interested in submitting a bid must comply with any and all terms and conditions described in this Invitation to Bid (ITB).

1.2 Statement of Purpose

The Department is seeking a Vendor who will perform archive record storage and record management services to include but not limited to: storage, retrieval, delivery, transportation, cataloging, data inventory, re-filing, destruction of records, systems training, file retention management, and automated on-line database services. The selected Vendor will provide this service under a purchase order designed to keep record management services centralized with one Provider for these service areas: **Circuit 5** (Marion, Lake, Sumter, Hernando and Citrus Counties), **Circuit 9** (Orange and Osceola Counties), **Circuit 10** (Polk, Hardee and Highland Counties), **Circuit 18** (Brevard and Seminole Counties). Subject to the agreement of the Vendor, other Department of Children and Families Regions shall be permitted to make purchases from this solicitation at the terms and conditions contained herein.

1.3 Term of the Agreement

The anticipated start date of the resulting contract is **January 1, 2019**. The anticipated duration of the contract is **five (5) years**. The contract may be renewed for a period not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

1.4 Contact Person and Procurement Manager

This ITB is issued by the State of Florida, Department of Children and Families. The sole contact point for all communication regarding this ITB is:

Florida Department of Children and Families
Ben Nwigwe

Mailing Address:
Florida Department of Children and Families
400 W. Robinson Street, Suite S1118 C
Orlando, FL 32801

Benjamin.Nwigwe@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier.

1.5 Definitions

- a. **Active Records** –Those Department of Children and Family records which have sufficient administrative, fiscal, legal, or historical value to warrant their continued storage.
- b. **Box** –Also referred to as a “carton”. The box is a standard corrugated cardboard storage container used to store department files. The box is typically 10 inches high, 12 inches wide and 15 inches long, and occupies 1.2 cubic feet of space.
- c. **Cataloging** –For the purposes of this contract, cataloging is the predetermined method of arranging files/records to some definite and systematic plan arranged by program, by date, by retention schedule and other sub-categories.
- d. **Central Region** –The twelve counties that comprise the geographical area of the Department of Children and Families –Central Region. These counties are: Brevard, Citrus, Marion, Hardee, Hernando, Highlands, Lake, Polk, Seminole, Orange, Osceola, and Sumter. The Central Region is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.
- e. **Confidential Public Records** – Public records which are declared confidential by law and which are not available for public inspection except in those instances specified by applicable law. For the purposes of this contract, confidential records shall include, but not be limited to: documents, files, labels, computer discs, and any piece of paper that may have legal, sensitive or personal information displayed upon it.
- f. **Circuit 5** –The counties that comprise the geographical area of The Department of Children and Families (formerly referred to as Districts) that are aligned to match the local judicial circuit court system. Circuit 5 includes Marion, Lake, Sumter, Hernando and Citrus counties. The circuit is a sub-set of The Department’s Central Region.
- g. **Circuit 9** –The counties that comprise the geographical area of The Department of Children and Families (formerly referred to as Districts) that are aligned to match the local judicial circuit court system. Circuit 9 includes Orange and Osceola counties. The circuit is a sub-set of The Department’s Central Region.
- h. **Circuit 10** –The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) that are aligned to match the local judicial circuit court system. Circuit 10 includes Polk, Hardee and Highland counties. The circuit is a sub-set of The Department’s Central Region.
- i. **Circuit 18** –The counties that comprise the geographical area of The Department of Children and Families (formerly referred to as Districts) that are aligned to match the local judicial circuit court system. Circuit 18 includes Brevard and Seminole counties. The circuit is a sub-set of The Department’s Central Region.
- j. **Cubic Foot** –An imperial and U.S. customary non-metric unit of measurement that is typically defined as the volume of a cube with the sides of twelve (12) inches high, twelve (12) inches wide, and twelve (12) inches long.

- k. **Delivery Service, Emergency** –An Emergency or “priority” delivery of records are a result of a special request from the Department and requires the Provider to expedite delivery of requested records within specified time frames. Emergency deliveries can be made during normal business hours, after normal business hours and/or weekends and holidays. During normal business hours, records requested on an “emergency/priority” basis are retrieved and delivered to the Department within **4 hours** of the request being received by the Provider. After normal business hours, records requested on an “emergency/priority” basis are retrieved and delivered to the Department within **8 hours** of the request being received by the Provider.
- l. **Delivery Service, Routine** – Routine deliveries are the normal scheduled deliveries of files/records to the Department’s designated service site within a specified time frame. Routine deliveries may occur during normal business hours, 8:00 a.m. - 5:00 p.m., Monday through Friday. Requests for records received by the Provider by 2:00 p.m. shall be retrieved and delivered to the designated location by 2:00 p.m. the next business day. Requests for records received by the Provider between 2:01 p.m. and 5:00 p.m. shall be retrieved and delivered to the designated department location by the second business day.
- m. **Department** – The Department of Children and Families, (DCF).
- n. **Department Records Management Liaison Officer (RMLO)** – The individual assigned responsibility to monitor the department’s record management program, and provide technical assistance as needed. This person serves as the Department’s principle contact and liaison with the Florida Department of State, Bureau of Archives and Records Management.
- o. **Destruction of Records/Files** – Once the file retention schedule has been met; records/files are permanently destroyed by shredding, burning, or some other obliteration method so that files cannot be recovered or confidential information exposed. Destruction of records/files must be witnessed by the Department Records Management Liaison Officer or Records Associate and documented using a “certificate of destruction” form.
- p. **File** – For the purposes of this contract, a “file” is a Department record, which could be as small as a one-page document and as large as multiple pages of multiple documents, stored in multiple boxes. The term “file” and/or “record” may be used interchangeably in this contract.
- q. **Indexing** – A term used in the records management industry to describe a template that classifies and describes records using free form descriptive (alphanumeric ranges, date ranges, record classification codes, etc.). Indexing of records assign a “keyword” value for file names and linked to the Record Retention Schedule. Indexing may be categorized by program, date, and other identifying factors.
- r. **Labor Fees** – For the purposes of this contract, “labor fees” are those fixed hourly rates for direct manual labor expended by Provider employees in performing special activities under the contract.

- s. **Linear Foot** - For the purposes of this contract, "linear foot" is a straight line measurement of storage space occupied by a collection of records/files.
- t. **Normal Business Hours** - Normal business hours are those hours between 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding holidays.
- u. **Open Shelf Storage** - A term used in the records management industry to describe a method of storing records vertically on shelves rather than in conventional boxes/cartons.
- v. **Performance Measures** - Quantitative indicators, outcomes and outputs, which can be used by the Department to objectively measure a Provider's performance.
- w. **Permanent Withdrawal** - "Permanent Withdrawal" are the steps taken by the provider to prepare designated files/records for permanent removal from the storage location with the intent of never being returned to the provider for accountability and continued storage services. This activity includes, but may not be limited to, retrieving records from the storage location, documenting the withdrawal action in the provider's automated database, preparing permanent withdrawal documentation for the department and the permanent removal of the files/records from the provider's premises.
- x. **Pick-up Service, Emergency** - The emergency or "priority" (not routine) pick-up of records from Department locations. Not authorized under this contract.
- y. **Pick-up Service, Routine** - Routine "regular" pick-up services are the normally scheduled pick-up of files/records from the Department's service sites within a specified time frame. Typically, pick-up orders placed before 2:00 p.m. on a normal business day (8:00 a.m. - 5:00 p.m., Monday through Friday), will be picked up within the following two (2) business days.
- z. **Public Records** - Chapter 119.011(11), F. S., defines public records as "all documents, papers, letters, maps, books, tapes, photographs, forms, sound recordings or other material (excluding blank forms and library books), regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency".
- aa. **Records Management** - The art of identifying, classifying, archiving, preserving and eventual destruction of records. Records management is responsible for the efficient and systematic control of the creation, receipt, maintenance, storage, use, and disposition of records, including the processes for capturing and maintaining evidence of the information about business activities and transactions in the form of records (ISO 15489: 2001).
- bb. **Record Series** - A group of related documents arranged under a single filing system or kept together as a unit because the documents consist of the same form, related to the same subject, result from the same activity, or have certain similar physical characteristics (i.e. maps or blueprints). A record series may contain both forms and correspondence.
- cc. **Record Retention Schedule** - A schedule developed and maintained by the Department of Children and Families which determine the need and requirements for the

handling, storage and location of records during their creation - through periods of peak and diminishing reference use, through to their timely destruction or retirement. Retention schedules specify how long, where and in what format a record will be kept. The retention schedule controls the movement of records on a regular and continuing basis. When implemented, record retention schedules will prevent old and obsolete materials from accumulating in the records storage system.

dd. **Renewal** - If permitted by specific contract language, the contract may be renewed upon mutual agreement by both parties for an additional term - not to exceed the term of the original contract period. The renewal shall be contingent upon satisfactory performance evaluations as determined by the Department and be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

ee. **Records Associates** - "Record associates" are those department employees who are appointed by the RMLO to be the single point of contact at each service site for record management services. These employees shall be trained on the use of the automated record management database system and can index records, order the delivery of records, request records pick-up services, and prepare records and reports documentation for storage.

ff. **Record Storage Facility** - A building of permanent construction in which files/records are stored. The facility shall not be located in a flood prone location and must include a fire suppression system, appropriate environmental controls (temperature and/or humidity), bugs/pest prevention controls, and security controls to safeguard the safety of records and information contained herein.

gg. **Retrieval of Records, Emergency** - An emergency or "priority" retrieval of Department records from the Provider's storage facility is defined as an expedited retrieval (not routine) that is usually the result of an unforeseen operational issue that requires immediate departmental review of said records. Emergency retrievals may occur during normal business hours, after normal business hours and/or weekends/holidays. During normal business hours, records requested on an "emergency/priority" basis are retrieved and delivered to the Department within **4 hours** of the request being received by the Provider. Requests received after normal business, records requested on an "emergency/priority" basis are retrieved and delivered to the Department within **8 hours** of the request being received by the Provider.

hh. **Retrieval of Records, Routine** - The routine retrieval of Department records from the Provider's storage facility typically occurs during the normal work hours, 8:00 a.m. - 5:00 p.m., Monday through Friday. Requests for records received by the Provider by 2:00 p.m. shall be retrieved and delivered to the designated location by 2:00 p.m. the next business day. Requests for records received by the Provider between 2:01 p.m. and 5:00 p.m. shall be retrieved and delivered to the designated department location by the second business day.

ii. **Special Search** - A “special search” is defined as an activity performed by a team of Department personnel who are sent to the Provider’s storage facility to assist the Provider’s staff in searching and locating specific department records at no charge to the Department.

1.6 Supporting Documentation

This table lists the supporting documentation, and the associated link to download the supporting documentation.

Subject	Description	Link
Posting	All notices, clarifications, inquiries, responses to inquiries, decisions, intended decisions, and other materials relating to solicitation.	http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Chapter 119.011(12), F.S., “Public Records”	Statutory Direction	http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/0119ContentsIndex.html&StatuteYear=2017&Title=%2D%3E2017%2D%3EChapter%20119
Records Management	The concepts of identifying, classifying, archiving, preserving and eventually destruction of	https://www.iso.org/standard/62542.html
Security Agreement Form	DCF Security Awareness Information and Training	http://www.myflfamilies.com/general-information/dcf-training
216.0113 F.S.	Preferred-pricing clause (Most Favored)	http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0216/Sections/0216.0113.html

Subject	Description	Link
Chapter 1B-26, Florida Administrative Code	Records Management – Standards and Requirements. 1B-26.0021 Microfilm Standards. 1B-26.003 Electronic Recordkeeping. 1B-26.0021 Microfilm Standards. (1) Purpose.	https://www.flrules.org/gateway/ChapterHome.asp?Chapter=1B-26
General Records Schedule GS1-SL for State and Local Governmental Agencies, State of Florida, Secretary of State, November 2006	Records Retention Schedules for all Local Government Agencies	dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf
CFP 15-7, Records Retention Schedules Used by Department of Children and Families, dated October 31, 2017.	Records Retention Schedules Used by The Department and Children Families	http://www.dcf.state.fl.us/admin/publications/cfops/CFP-xx%20Pamphlets/CFP%20015-7,%20Records%20Retention%20Schedules%20Used%20by%20the%20Department%20of%20Children%20and%20Families.pdf

1.7 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in any scheduled conferences, conference calls, pre-solicitation, or pre-proposal meetings. All vendors shall be accorded fair and equal treatment.

2 ITB PROCESS

2.1 General Overview of the Process

Bids that meet the Mandatory Requirements of this ITB and are otherwise responsive will be eligible for evaluation. Following the evaluation and the Secretary’s decision regarding the recommended ranking, the Department will post a notice of intended contract award, identifying the vendor(s) selected for award. Final contract terms will be established with the selected vendor(s).

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITB

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at: <http://vbs.dms.state.fl.us/>.

To find postings at such location:

1. Click on Search Advertisements
2. Under "Agency" select Department of Children and Families
3. Scroll down to the bottom of the screen and click on "Initiate Search"

It is the responsibility of prospective vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this ITB.

2.2.2 Public Records

All electronic and written communications pertaining to this ITB, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, Florida Statutes. **Section 4.3** addresses the submission of trade secret and other information exempted from public inspection.

2.3 Protests and Disputes

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

Failure to file a protest within the time prescribed in subsection 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.

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitations

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 approved 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. As part of a response to a Department request for additional or clarifying information, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.4.2 Violation of Contact Limitations

Violations of Section 2.4 of this ITB will be grounds for rejecting a bid, if determined by the Department to be material in nature.

2.5 Schedule of Events and Deadlines

Activity	Date	Time Eastern	Address	Section Reference
ITB advertised and released on Florida VBS:	Tuesday, May 22, 2018	10:00 a.m.	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1
*Solicitation Conference (Call) to be held:	Tuesday, June 5, 2018	10:00 a.m.	Dept. of Children & Families 400 W. Robinson Street, Suite S-1106F Orlando, Florida 32801-1782 Conference Line - 1-888-670-3525 Participant Code: 7027600829#	2.6
Submission of written inquiries must be received by:	Tuesday, June 19, 2018	5:00 p.m.	Attn: Ben Nwigwe Dept. of Children & Families 400 W. Robinson Street, Suite S-1118C Orlando, Florida 32801-1782	2.7
Anticipated date for posting Department's Response to Inquiries:	Tuesday, June 26, 2018	3:00 p.m.	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.7
Notice of Intent to Submit a Bid	Tuesday, July 10, 2018	10:00 a.m.	Attn: Ben Nwigwe Dept. of Children & Families 400 W. Robinson Street, Suite S-1118C Orlando, Florida 32801-1782	2.8
Sealed Bid must be received by the Department:	Tuesday, July 24, 2018	1:00 p.m.	Attn: Attn: Ben Nwigwe Dept. of Children & Families 400 W. Robinson Street, Suite S-1118C Orlando, Florida 32801-1782	2.9, 4.1
*Bid Opening and Review of Mandatory Requirements:	Wednesday, July 25, 2018	1:10 p.m.	Dept. of Children & Families 400 W. Robinson Street, Suite S-1106F Orlando, Florida 32801-1782 Conference Line - 1-888-670-3525 Participant Code: 7027600829#	4.2.2, 5.2

Activity	Date	Time Eastern	Address	Section Reference
Anticipated posting of Intended Contract Award:	Wednesday, August 15, 2018	10:00 a.m.	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.5.4
Anticipated Effective Date of Contract:	January 1, 2019	N/A	N/A	1.3
All vendors are hereby notified that meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, during which comments and questions will be taken from vendors).				

All times in the event schedule are local times for the Eastern Time Zone. Although the Department may choose to use additional means of publicizing the results of this ITB, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

2.6 Solicitation Conference

The purpose of the Solicitation Conference is to review the ITB with interested vendors. The Department encourages all prospective vendors to participate in the Solicitation Conference, during which prospective vendors may pose questions. The Solicitation Conference for this ITB will be held at the time and date specified in **Section 2.5**. Participation in the Solicitation Conference is a pre-requisite for acceptance of replies from prospective vendors. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum or a response to questions.

2.7 Written Inquiries

Other than during the Solicitation Conference, prospective vendor questions will only be accepted if submitted as written inquires to the Procurement Manager as specified in **Section 1.4**, via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in **Section 2.5**. Vendors should use the template provided in **APPENDIX IV** of this ITB to submit written inquiries. Written inquires will not be accepted by facsimile.

The responses to all inquiries will be made available by the date and time specified in **Section 2.5** through electronic posting on the VBS at: http://vbs.dms.state.fl.us/vbs/main_menu.

2.8 Notice of Intent to Submit a Bid

Vendors who are interested in responding to this ITB are encouraged to send a Notice of Intent to Submit a Bid (Appendix I) to the Procurement Manager specified in Section 1.4, on or before the date and time specified in Section 2.5.

2.9 Receipt of Bids

2.9.1 Bid Deadline

Replies must be received by the Department no later than the date/time and at the address provided in **Section 2.5**. At the sole discretion of the Department, any replies that are not received at the specified address, by the specified date and time, may not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective vendor.

2.9.2 Binding Bid

By submitting a bid, each vendor agrees its bid shall remain a valid offer for at least ninety (90) calendar days after the bid opening date and, in the event the contract award is delayed by appeal or protest, such ninety (90) calendar day period is extended until entry of a final order in response to such appeal or protest.

2.9.3 Changes to Bids After Submission Prohibited

Once the bid opening deadline has passed, no changes, modifications, or additions to the bids submitted will be accepted by or be binding upon the Department until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

2.9.4 Receipt Statement

Bids that are not received at either the specified place by the specified date and time will be rejected and returned unopened to the vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

2.9.5 Application of Mandatory Requirements

A vendor must comply with all Mandatory Requirements in order to be considered for selection under this ITB. The mandatory requirements for this ITB are set forth in **Section 4.2.2**.

2.9.5.1 The Procurement Manager will examine each bid to determine whether the bid meets the Mandatory Requirements specified in **Section 4.2.2**.

2.9.5.2 A bid that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

2.9.5.3 Meeting the Mandatory Requirements alone will not impact any ranking in the bid comparison process.

2.9.5.4 An initial determination that a bid meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

2.9.6 Request to Withdraw Bid

A written request to withdraw a bid, signed by the vendor, may be considered if received by the Department within 72 hours after the bid opening time and date as specified in Section 2.5 above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious vendor error.

2.9.7 Cost of Preparation of Bid

By submitting a bid, a vendor agrees that the Department is not liable for any costs incurred by the vendor in responding to this ITB.

2.10 Form PUR 1001 (APPENDIX X)

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby incorporated into this ITB by reference as if fully recited herein. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this ITB, the terms of this ITB shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 (**APPENDIX X**) and is also available at: http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf.

2.11 Department's Reserved Rights

2.11.1 Waiver of Minor Irregularities

The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITB which does not affect the price of the bid or give the vendor a substantial advantage over other vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, the Department may request vendor to provide clarifying information or additional materials to correct the minor irregularity. However, the Department will not request and the vendor shall not provide additional materials that affect the price of the proposal or give the vendor an advantage or benefit not enjoyed by other vendors.

2.11.2 Rejection of All Bids

The Department reserves the right to reject all replies at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

2.11.3 Withdrawal of ITB

The Department reserves the right to withdraw the ITB at any time, including after an award is made, when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

2.11.4 Reserved Rights After Notice of Award

The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any vendor at any time prior to execution of a contract.

2.11.5 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITB.

SECTION 3. SPECIFICATIONS

3.1 Mandatory Requirements

The vendor must meet the requirements of Section **4.2.2**. A bid that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

3.2 Minimum Programmatic Specifications

The selected vendor shall perform the tasks outlined in **APPENDIX VIII - The Department's Statement of Work**- in accordance with all terms thereof, which is being posted on the VBS along with this ITB, and incorporated by reference.

3.3 Minimum Financial Specifications

The selected vendor shall be compensated in the manner set forth in **APPENDIX VIII - Statement of Work** in accordance with all terms therein.

3.3.1 Funding Sources

General Revenue and Program Trust Funds will fund the Agreement.

3.3.2 Allowable Costs

Not applicable.

3.3.3 Funding for Services Only

There will be no funds awarded or associated with the resulting Agreement for start-up or readiness activities. Such costs will be borne exclusively by the successful vendor.

3.4 Vendor Registration in MyFloridaMarketPlace

In order to be paid, each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1030(3), Florida Administrative Code. Vendors not subject to registration requirements should include proof of exemption from registration. Failure to include either

proof of registration or exemption will not prevent the evaluation of the bid; however, proof of registration or exemption must be provided prior to execution of the contract, if any.

3.5 Composition of the Agreement

The contract awarded as a result of this ITB will be composed of:

Purchase Order for services;

Statement of work; and

Department of Management Services Purchase Order terms and conditions

3.5.1 Purchase Order Terms and Conditions

The Department's **Appendix VII** contains general Agreement terms and conditions required by the Department for all vendors. In addition, the Statement of Work contains additional Agreement terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.5.2 Form PUR 1000 (APPENDIX IX)

The Form PUR 1000 contains standard terms and conditions that will apply to the contract which results from the solicitation. Form PUR 1000 (**APPENDIX IX**) is also available at:

http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf.

3.5.3 Other Attachments or Exhibits

All other attachments and exhibits to the Purchase Order in this ITB shall also be part of the resulting contract, if any.

3.6 Order of Precedence

In the event of conflict among the foregoing Agreement documents, the following order of precedence will apply. The bid submitted in response to this ITB and any additional submittals may be incorporated into or attached to the contract but will not change the provisions or order of precedence outlined below.

3.6.1 APPENDIX VII-Department's PURCHASE ORDER TERMS AND CONDITIONS.

3.6.2 The vendor's bid and any additional submittals, if incorporated into or attached to the contract.

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SECTION 4 INSTRUCTIONS FOR RESPONDING TO THE ITB

4.1 How to Submit a Bid

4.1.1 Mandatory Bid Deadline

All replies must be received by the Procurement Manager by the deadline and at the address set forth in **Section 2.5**. The vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the bid by the Procurement Manager. Late bids will not be evaluated. See also **Section 2.9.1**.

4.1.2 Electronic Transmittal of Replies Not Accepted

Facsimile or electronic transmissions of bids will not be accepted.

4.1.3 Bid Amendments

Any amendments to the bid as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.5**.

4.1.4 Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and two (2) hard copies of the Bid. The original Bid submitted to the Department must contain an original signature of an official authorized to bind the vendor to the bid. One (1) electronic copies (on CD-ROM) of the bid, identical to the hard copies, must also be submitted with the hard copies.

4.1.5 Bids to be in Sealed Container

All original, hard copies and electronic copies of the Vendor Bids must be submitted in a sealed container. The container must be clearly marked with the title of the bid, the ITB number, the vendor's name, and identification of enclosed documents. The original bid must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 7, etc.)

4.1.6 Hard-copy Bid Format

Bids must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The bid must be bound, labeled and submitted in Tabbed **Section 4.2** for the Bid.

4.1.7 Electronic Copy Format

The required electronic format of the bid must be on non-rewritable CD-ROM. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0 or higher. Bids must be able to be opened and viewed by the Department utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original bid submitted, including the format, sequence and section headings identified in this ITB. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the

corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the bid and all non-"original" hard copy versions of the bid in the event of any discrepancy. If a discrepancy is found between the hard copy bid marked "original" and any of the electronic versions submitted on CD-ROM, the Department reserves the right, at its sole discretion, to reject the entire bid.

4.2 Content of the Bid

4.2.1 Title Page

The first page of the bid shall be a Title Page that contains the following information:

- A. Title of bid;
- B. ITB number;
- C. Prospective vendor's name and federal tax identification number;
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the bid; and
- E. Name of program coordinator (if known).

4.2.2 TAB 1: MANDATORY REQUIREMENTS

The following are the Mandatory Requirements for this ITB:

4.2.2.1 Certificate of Signature Authority

The bid must include a signed certificate (**APPENDIX II**), completing either Section A (or providing a corporate resolution or other duly executed certification issued in the vendor's normal course of business) or Section B, demonstrating the person signing the bid and its statements and certifications is authorized to make such representations and to bind the vendor.

4.2.2.2 Mandatory Certifications

The bid must include a Mandatory Certifications - Master Certification (**APPENDIX III**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor and the "true" box must be checked next to each of the Certifications (a) through (m).

4.2.2.3 Tie Breaking Certifications

The bid may include the Master Certification - Tie Breaking Certifications (also in **APPENDIX III**). The vendor may check the "true" box for any or all Tie Breaking Certifications identified in **APPENDIX III** (n) through (q) for which a vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying vendors if the vendor does not desire to waive all rights to consideration of a "tie breaker."

4.2.3 TAB 2: TABLE OF CONTENTS

4.2.4 TAB 3: EXECUTIVE OVERVIEW (Limited to fifteen (15) pages.)

The vendor shall provide a brief executive overview demonstrating an understanding of the ITB purpose stated in **Section 1.2**, and the needs specified in this ITB. The Executive Overview should also include a brief description of the vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in **APPENDIX VIII - The Department's Statement of Work**. **This overview shall also include sufficient detail to outline the proposers transition plans for assuming the inventory, and their systems to management going forward, to include, but not limited to:**

- Outline how existing inventory will be moved and the approximate time to transport it.
- Outline how to transfer existing file data into their systems.
- Outline how long it will take to get your systems loaded up with our inventory, and how to retrieve files in the interim.
- Outline how proposer's systems will be setup for cataloging files.
- Outline how proposer will train departmental records associate staff on system utilization.
- Be prepared to demonstrate during site visit how customer will use the systems for file input and requests.
- Outline how systems will manage file retention.
- Outline systems capabilities to manage access through departmentalization of file types.
- Outline your proposed transportation policy for account service, and the resources you have to complete these services.
- Outline your proposed system to order files or pickups and the support staff dedicated to these functions.
- Provide a copy of your current employee background screening policy and procedures.

4.2.5 TAB 4: COMPANY QUALIFICATIONS AND EXPERIENCE (Limited to thirty (30) pages.)

The vendor and the subcontractor(s) shall provide the requested information below which will demonstrate the vendor's and subcontractor(s)' ability to successfully complete the work described in this ITB and its appendices, attachments, exhibits and referenced supporting documentation. The vendor's and any proposed subcontractor(s)' information shall be shown separately. This section shall be organized in the sequence below:

- A. Full, legal name.
- B. Federal Employer Identification Number.
- C. Proof of legal entity and authorization to do business with the State of Florida.

- D. Country and state of incorporation.
- E. Principal place of business.
- F. Description of the vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
- G. Brief description of the vendor's principal type of business and history and what uniquely qualifies the Vendor for the work described in this ITB and **APPENDIX VIII- The Department's Statement of Work**. The Vendor must describe here their current and past history of providing same or similar services.
- H. Statement of whether the vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- I. Identification of any potential or actual conflicts of interest that might arise for the Vendor as a result of contract award to the vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by **APPENDIX X Section 6** of the PUR 1001. Address both personal and organizational conflicts.
- J. Reservations the vendor must make if unable to certify completely all of the items in **APPENDIX X Section 9** of the PUR 1001 entitled "Representations and Authorization." If no reservations are made in this section of the bid, the vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them. The following specifically apply to the prime vendor and should be addressed as such:
 - K. Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the vendor.
 - L. If proposing to use any subcontractors to perform the work described in this ITB and **APPENDIX VIII - Department's Statement of work**.

Specifically, in addition to the other information described above the vendor must:

- Describe its organization's approach and philosophy, including mission statement, core values, and vision.
- Describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest.

- Provide the following Storage Facility Certification documentation:
 - Climate Control – A vendor statement or documentation that indicates the storage area is climate controlled.
 - Security – Provide documentation (current invoice within the past 6 months) from the company providing security services or if security is provided by the vendor, a statement from the vendor indicating 24 hour security is provided.
 - Fire Suppression – Proof of current annual system inspection certificate.
 - Pest Control – Provide documentation (current invoice within the past 6 months) from the pest control company.

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4.2.6 TAB 5: PROPOSED PRICING

A. The vendor must include in its proposed pricing service prices for the initial five (5) year Agreement period and a five (5) renewal period utilizing the format found in Exhibit B, Service Units Prices, Initial 5 Year and Renewal 5 Year Period, found on pages 84 and 85 of this ITB. To assist the Vendor in calculating prices, historical service data for the past 12-month period, April, 2017 to March, 2018 is as follows:

CENTRAL REGION (CIRCUITS 5,9,10, & 18)		
	Description of Services	Monthly Average Total
1	Receipt and Storage of Records from Previous Provider	N/A
2	Record Storage per Box	61454
3	Record Storage per Linear Foot (Open Files)	1
4	Routine Retrieval of Boxes	1
5	Routine Retrieval of Files	74
6	Refiling Files	75
7	Scanning Services	1
8	Emergency Retrieval of Boxes	1
9	Emergency Retrieval of Files	1
10	Permanent Withdrawal of Boxes	1
11	Permanent Withdrawal of Files	1
12	Destruction of Box Records	1
13	Destruction of File Records	1
14	Routine Next Day Delivery (Normal Business Hrs.)	57
15	Emergency Delivery (Normal Business Hrs.)	1
16	Emergency Delivery (After Normal Business Hrs.-Holidays)	1
17	Routine Pick-up of Records	57
18	Labor	1

- B. Proposed bid prices for each service element will be shown verbatim on the vendors bid submission. Each proposed bid price will be multiplied by the above estimated monthly utilization and totaled for a total cost bid over the term and renewal of periods in the solicitation.
- C. The total point scores for each of the initial five (5) fiscal years will be added to the total point scores for each of the renewal five (5) fiscal years to reveal the Bid Price Total Points for the entire ten (10) year period. There will be a maximum of 200 points available for price, and the lowest bidder will be awarded the maximum points. All other bidder points for price will be calculated by deducting the percentage points difference between the bidder’s total less the lowest bidders total. High point scores are desired.

D. Facility Site Visit, Transition and Systems Evaluation key element scores will be totaled to reveal the total score for these elements for each potential vendor. Highest point scores are desired. To drive the grand total point score for each potential Vendor, the formula for the Grand Total score shall be as following:

(A)	Score for 5 Initial 5 Years (100 points maximum)	
(B)	Score for 5 Renewal 5 Years (100 points maximum)	
(C)	Score for Facility Site Visit	
(D)	Score for Transition & Systems Evaluation	

Bid Grand Total Score will be (A+B+C+D) _____ Points

THE BID TABULATION FORM IS AN EXCEL SPREADSHEET AND CAN BE VIEWED BY ACCESSING THE ELECTRONIC POSTING ON THE MYFLORIDA.COM WEBISTE AT:

http://vbs.dms.state.fl.us/vbs/main_menu

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4.3 Public Records and Trade Secrets

4.3.1 Bids and Other Submissions Are Property of the State.

These provisions supplement **APPENDIX X Section 19** of Form PUR 1001 (2006). All materials submitted in bid or other response to this ITB become the property of the State of Florida, which shall have the right to use such ideas or adaptations of those ideas without cost or charge, regardless of selection or rejection of a bid.

4.3.2 Bids and Other Submissions are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of a bid and other submittals pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of a bid and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a vendor's bid or other submittal to this solicitation will be waived upon opening of the bid or other submittal by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the vendor's bid or other submittal outside of the separately bound document described below.

4.3.3 How to Claim Trade Secret Protection

If the vendor considers any portion of the documents, data or records submitted in its bid to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Bid, ITB No. - Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the bid submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the bid, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the vendor considers any portion of a submission made after its bid to be trade secret the vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.3.4.1 Vendor's Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the vendor's bid or other submissions labeled as "trade secret," the vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), Florida Statutes, with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.3.5 Department not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the vendor's claim of exemption and, by submitting a bid or other submission, the vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the vendor agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to vendor's claim that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider's redaction.

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SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsible and responsive vendor or vendors whose bid is determined by the Secretary, or designee, to be the most advantageous to the state. The Department will award the contract based on a final selection by the Secretary, or designee, who will consider the prices submitted in response to this solicitation. The Secretary, or designee, may also make a determination as to whether to deem one or more vendors ineligible for award. The Department will electronically post the Secretary's or designee's final decision and intent to award in accordance with subsection 120.57(3)(a), Florida Statutes, and Rule 60A-1.021, Florida Administrative Code. Nothing herein limits the ability of the Secretary, or designee, to confer with any Department personnel in the course of the process.

5.1 Application of Mandatory Requirements

A vendor must meet all Mandatory Requirements (defined herein) in order to be considered for evaluation under this ITB. The Mandatory Requirements for this ITB are set forth in **APPENDIX V**.

5.1.1 The Procurement Manager will examine each bid to determine whether the bid meets the Mandatory Requirements specified in **APPENDIX V**. A bid that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

5.1.2 An initial determination that a bid meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.2 Evaluation Methodology

All bids that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated using the following process:

5.2.1 Ranking by Procurement Manager

The Procurement Manager will develop a ranking based on the bid tabulation of proposed bids. This ranking will serve as the recommended ranking.

5.2.2 Recommendation of the Procurement Manager

After developing the recommended ranking per **Section 5.2.1**, the Procurement Manager will provide to the Secretary, or designee, a report on bids deemed nonresponsive and, as to those deemed responsive, the recommended ranking, along with a recommendation for final action, which may include a recommendation that one or more otherwise responsive bids be deemed ineligible pursuant to the provisions of Section 2.10.2.

5.2.3 Secretary's Award

The resulting contract will be awarded to the responsible and responsive vendor(s) whose bid(s) is (are) determined in writing by the Secretary, or designee, to be the most advantageous to the state, taking into consideration the prices submitted for the commodities and services specified. The Secretary, or designee, will also make a determination as to

whether to deem one or more respondents ineligible for award due to the qualifications of the vendor or the quality of the bid. If the Secretary, or designee, determines that two or more bids most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Section 295.187, Florida Statutes, and Rule 60A-1.011, Florida Administrative Code.

5.2.4 Reserved Rights

The Department reserves the right to:

- Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Divide the work among vendors by type of service or geographic area, or both;
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract which includes one or more subcontractors proposed by any other vendor(s).

5.2.5 Posting Notice of Award

The Department will post the Notice of Intent to Award Contract, stating its intent to enter into one (1) or more Agreements with the vendor(s) identified therein, on VBS http://vbs.dms.state.fl.us/vbs/main_menu.

5.2.6 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

- To post a notice of withdrawal of award in the event that the selected vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.

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APPENDIX I: NOTICE OF INTENT TO SUBMIT A BID

_____ (Vendor Name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled " _____," ITB No. _____.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official:	
Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
Address:	
City, State, Zip:	
Telephone No:	
Facsimile No:	
E-mail Address:	

APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITB # _____, and, in so doing, to bind the named Vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Proposal submitted in response to ITB # _____.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX III: VENDOR'S CERTIFICATIONS

MANDATORY CERTIFICATIONS		
MASTER CERTIFICATION		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITB # _____ (the ITB), the facts regarding the Bid submitted by the Vendor in response to the ITB and the truth of each statement contained in Certifications (a) through (m) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
Check the applicable box next to the title to each certification:		
True	False	
		a. Certification of Binding Bid and Acceptance of Terms of ITB and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Subcontractors and Other Providers
		g. Certification Regarding Lobbying
		h. Certification Regarding Scrutinized Companies List
		i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		j. Certification Regarding Prior Contractual Obligations
		k. Certification of Representations Per sections 287.133, and 287.134, F.S.
		l. Certification of a Drug Free Workplace
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:

<p>a. Certification of Binding Bid and Acceptance of Terms of ITB and Contract Document</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor’s Bid is submitted in good faith in response to the Department of Children and Families Invitation to Bid (the ITB) and is binding on the Vendor in accordance with the terms of the ITB, that I have read, understood and agree with the terms and conditions of the ITB and, if awarded any contract as a result of the ITB, the Vendor will comply with the requirements, terms, and conditions stated in the ITB and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department’s exclusive determination, in rejection of the bid.</p>
<p>b. Certification of Representations Per Section 9 of Form PUR 1001</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>
<p>c. Certification of Authority to Do Business in Florida</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>
<p>d. Statement of No Involvement</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a contract that was procured using procedures other than those described in subsections 287.057 (1-3), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or Developed a program for future implementation of this project.</p>
<p>e. Conflict of Interest Statement (Non-Collusion)</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor’s Bid is made without collusion with any other person, persons, company, or parties submitting a bid; that it is in all respect made in good faith; and as the signer of the bid, I have full authority to legally bind the Vendor to the provisions of this bid.</p>
<p>f. Certification Regarding Subcontractors and Other Providers</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify the Vendor’s Agreement to the following: 1) during the negotiation phase the Department may request, and any vendor submitting a bid to this ITB may propose, that such vendor use any of the subcontractors or providers used or identified by any other vendor submitting a bid to this ITB; and 2) that the Vendor waives any contract provision to the contrary.</p>

g. Certification Regarding Lobbying

By checking the “True” box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief,:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

h. Certification Regarding Scrutinized Companies List

By checking the “True” box in the Master Certification and signing the same, I hereby certify, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts

By checking the "True" box in the Master Certification and signing the same, I hereby certify, in accordance with the debarment and suspension instructions listed below, the Vendor certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency. Where the prospective vendor is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this certification.

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part180)

(1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of vendors if they are debarred or suspended by the federal government.

(2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

(3) The vendor shall provide immediate written notice to the contract manager at any time the vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.

(5) The vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

(6) The vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.

(7) The Department of Children and Families may rely upon a certification of a vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the vendor's business location.

j. Certification Regarding Prior Contractual Obligations

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor has not:

- (1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;
- (2) Had a contract terminated by the Department for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**APPENDIX III**) prior to contract

k. Certification of Representations Per Sections 287.133 and 287.134, Florida Statutes

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes.

l. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

MASTER CERTIFICATION - TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITB # _____ (the ITB), the facts regarding the Bid submitted by the Vendor in response to the ITB and the truth of each statement contained in Certifications (n) through (p) and certify, by checking

<p>one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.</p>	
<p>Check the box next to the title to each certification that is true:</p>	
<input type="checkbox"/>	m. Certification of a Certified Minority Business Enterprise
<input type="checkbox"/>	n. Certification of a Service Disabled Veteran’s Business Enterprise
<input type="checkbox"/>	o. Certification of a Florida Business
<input type="checkbox"/>	p. Certification of a Foreign Manufacturer with a Factory in Florida
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked “true,” above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed “false.”</p>	
Signature of Authorized Representative:	Date:
<p>m. Certification of a Certified Minority Business Enterprise</p>	
<p>By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, Florida Statutes.</p>	
<p>n. Certification of a Florida Certified Veteran’s Business Enterprise</p>	
<p>By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with section 295.187, Florida Statutes.</p>	
<p>o. Certification of a Florida Business</p>	
<p>By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization’s principal place of business is located within Florida in accordance with section 287.084, Florida Statutes.</p>	
<p>p. Certification of a Foreign Manufacturer with a Factory in Florida</p>	
<p>By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with section 287.092, Florida Statutes.</p>	

APPENDIX IV: QUESTION SUBMITTAL FORM

Each Vendor shall complete the form provided based on its questions relating to this ITB. The completed form shall be submitted in accordance with the instructions provided in **Section 2.7** of the ITB. The electronic response must be submitted as a Microsoft Word 2007 version file format. This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: [Enter Legal Name of Vendor]

Question Number	ITB Section Number	ITB Page Number	Question/Comment
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

[Add rows as necessary.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST

MANDATORY CRITERIA CHECKLIST for: (enter name & reference # of solicitation)		
Print Vendor's Name (Agency):		
Print Name of Department Reviewer (Procurement Manager):		
Signature of Department Reviewer:	Date:	
Print Name of Department Witness:		
Signature of Department Witness:	Date:	
1. Was the bid received by the date and time specified in the ITB and at the specified address? <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail Comments:		
2. Does the bid include the following?		
a.	Signed Certificate of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
3. Is the "True" box in the Master Certification checked for each of the following?		
a.	Certification of Binding Bid and Acceptance of Terms of ITB and Contract Document	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Certification of Representations Per Section 9 of PUR 1001	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
c.	Certification of Authority to Do Business in Florida	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
d.	Statement of No Involvement	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
e.	Conflict of Interest Statement (Non-Collusion)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail

f.	Certification Regarding Subcontractors and Other Providers	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
g.	Certification Regarding Lobbying	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
h.	Certification Regarding Scrutinized Companies List	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
i.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
j.	Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
k.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
l.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail

The bid includes the following "tie breaker" certification documents:		
Appendix III m.- Certification of a Certified Minority Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III n. -Certification of a Service Disabled Veteran's Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III o. -Certification of a Florida Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III p. -Certification of a Foreign Manufacturer with a Factory in Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Comments:

4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?

(YES) = Pass

(NO) = Fail

Comments:

APPENDIX VI: SUBCONTRACTOR LIST

The lists will identify the subcontractors who will perform work under the contract(s) resulting from this solicitation.

The Vendor shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed.

In the event that no subcontractor(s) will be used, this list shall be returned indicating “No Subcontractors will be used.”

CHECK HERE IF NO SUBCONTRACTORS WILL BE USED:

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

[Duplicate table as necessary for additional subcontractors.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

APPENDIX VII
**Purchase Order
Terms & Conditions
Effective September 1, 2015**

Section 1. Purchase Order.

A. Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance.

A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency.

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice

amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees.

A. Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is confirmed in writing by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

C. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit.

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Contractor 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 the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If

required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws.

A. Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency.

Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding

the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the

State, directly or indirectly (1) offer, give, or agree to give anything of value to 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 anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any 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 Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. 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.

E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity

releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The

Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

H. Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination.

A. Termination for Convenience.

The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause.

If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b)

notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE.

A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order 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, 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>.

B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order 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 THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 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.

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

Section 9. Miscellaneous.

A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the

Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency 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 term of the Purchase Order for the services specified in the Purchase Order. The Contractor 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 Purchase Order term.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the

specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.

- 6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**APPENDIX VIII
STATEMENT OF WORK**

A. SERVICES TO BE PROVIDED

a. Program Specific Terms

- (1) **Active Records** - Those Department of Children and Family records which have sufficient administrative, fiscal, legal, or historical value to warrant their continued storage.
- (2) **Box** - Also referred to as a "carton". The box is a standard corrugated cardboard storage container used to store department records. The box is typically 10 inches high, 12 inches wide and 15 inches long, and occupies 1.2 cubic feet of space.
- (3) **Cataloging** - For the purposes of this contract, cataloging is the predetermined method of arranging files/records to some definite and systematic plan arranged by program, by date, by retention type and other sub-categories.
- (4) **Central Region** - The twelve counties that comprise the geographical area of the Department of Children and Families - Central Region. These counties are: Brevard, Citrus, Marion, Hardee, Hernando, Highlands, Lake, Polk, Seminole, Orange, Osceola, and Sumter. The Central Region is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.
- (5) **Circuit 5** - The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 5 includes Marion, Lake, Sumter, Hernando and Citrus counties. The circuit is a sub-set of the department's central region.
- (6) **Circuit 9** - The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 9 includes Orange and Osceola counties. The circuit is a sub-set of the department's central region.
- (7) **Circuit 10** - The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 10 includes Polk, Hardee and Highland counties. The circuit is a sub-set of the

department's central region.

- (8) **Circuit 18** – The counties that comprise the geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 18 includes Brevard and Seminole counties. The circuit is a sub-set of the department's central region.
- (9) **Confidential Public Records** – Public records which are declared confidential by law and which are not available for public inspection except in those instances specified by applicable law. For the purposes of this contract, confidential records shall include, but not be limited to: documents, files, labels, computer discs, and any piece of paper that may have legal, sensitive or personal information displayed upon it.
- (10) **Cubic Foot** – An imperial and U.S. customary non-metric unit of measurement that is typically defined as the volume of a cube with the sides of twelve (12) inches high, twelve (12) inches wide, and twelve (12) inches long.
- (11) **Delivery Service, Emergency** – Emergency or “priority” deliveries of records are a result of a special request from the Department and requires the Provider to expedite delivery of requested records within specified time frames. Emergency deliveries can be made during normal business hours, after normal business hours and/or weekends and holidays. During normal business hours, records requested on an “emergency/priority” basis are retrieved and delivered to the Department within **4 hours** of the request being received by the Provider. After normal business hours, records requested on an “emergency/priority” basis are retrieved and delivered to the Department within **8 hours** of the request being received by the Provider.
- (12) **Delivery Service, Routine** – Routine deliveries are the normal scheduled deliveries of files/records to the Department's designated service site within a specified time frame. Routine deliveries may occur during normal business hours, 8:00 a.m.-5:00 p.m., Monday through Friday. Requests for records received by the Provider by 2:00 p.m. shall be retrieved and delivered to the designated location by 2:00 p.m. the next business day, if desired, or the item will be delivered on the following Monday, Wednesday or Friday. Requests for records received by the Provider between 2:01 p.m. and 5:00 p.m. shall be retrieved and delivered to the designated department location by the second business day.

- (13) **Department or department** - The Department of Children and Families, (DCF).
- (14) **Department Records Management Liaison Officer (RMLO)** - The individual assigned responsibility to monitor the department's record management program, and provide technical assistance as needed. This person serves as the Department's principle contact and liaison with the Florida Department of State, Bureau of Archives and Records Management.
- (15) **Destruction of Records/Files** - Once the file retention schedule has been met; files are permanently destroyed by shredding, burning, or some other obliteration method so that files cannot be recovered or confidential information exposed. Destruction of files must be witnessed by the Department Records Management Liaison Officer or Records Associate and documented using a "certificate of destruction" form.
- (16) **File** - For the purposes of this contract, a "file" is a Department record, which could be as small as a one-page document and as large as multiple pages of multiple documents, stored in multiple boxes. The term "file" and/or "record" may be used interchangeably in this contract.
- (17) **Indexing** - A term used in the records management industry to describe a template that classifies and describes records using free form descriptive (alphanumeric ranges, date ranges, record classification codes, etc.). Indexing of records assign a "keyword" value for file names and linked to the Record Retention Schedule. Indexing may be categorized by program, date, or other identifying factors.
- (18) **Labor Fees** - For the purposes of this contract, "labor fees" are those fixed hourly rates for direct manual labor expended by Provider employees in performing record management activities under the contract.
- (19) **Normal Business Hours** - Normal business hours are those hours between 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding holidays.
- (20) **Open Shelf Storage** - A term used in the records management industry to describe a method of storing records vertically on open shelves rather than in conventional boxes/cartons.
- (21) **Performance Measures** - Quantitative indicators, outcomes and outputs, which can be used by the Department to objectively measure a Provider's performance.
- (22) **Permanent Withdrawal** - "Permanent Withdrawal" are the steps taken by the provider to prepare designated files/records for permanent removal from the storage location with the intent of never being returned to the provider for

accountability and continued storage services. This activity includes, but may not be limited to, retrieving records from the storage location, documenting the withdrawal action in the provider's automated database, preparing permanent withdrawal documentation for the department and the permanent removal of the files/records from the provider's premises.

- (23) **Pick-up Service, Emergency** - The emergency or "priority" (not routine) pick-up of records from Department locations. Not authorized under this contract.
- (24) **Pick-up Service, Routine** - Routine "regular" pick-up services are the normally scheduled pick-up of records from the Department's service sites within a specified time frame. Typically, pick-up orders placed before 2:00p.m. on a normal business day (8:00 a.m.-5:00 p.m., Monday through Friday), will be picked up within the following two (2) business days.
- (25) **Public Records** - Chapter 119.011(11), F. S., defines public records as "all documents, papers, letters, maps, books, tapes, photographs, forms, sound recordings or other material (excluding blank forms and library books), regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency".
- (26) **Records Management** - The art of identifying, classifying, archiving, preserving and eventual destruction of records. Records management is responsible for the efficient and systematic control of the creation, receipt, maintenance, use, and disposition of records, including the processes for capturing and maintaining evidence of the information about business activities and transactions in the form of records (ISO 15489: 2001).
- (27) **Record Retention Schedule** - A schedule developed and maintained by the Department of Children and Families which determines the need and requirements for the handling, storage and location of records during their creation - through periods of peak and diminishing reference use, to their timely destruction or retirement for preservation. Retention schedules specify how long, where and in what format a record will be kept. The retention schedule controls the movement of records on a regular and continuing basis. When implemented, record retention schedules will prevent old and obsolete materials from accumulating in the file storage system.
- (28) **Record Series** - A group of related documents arranged under a single filing system or kept together as a unit because the documents consist of the same form, related to the same subject, result from the same activity, or have certain similar physical characteristics (i.e. maps or blueprints). A record series may contain both forms and correspondence.
- (29) **Record Storage Facility** - A building of permanent construction in which records are stored. The facility shall not be located in a flood prone location

and must include a fire suppression system, appropriate environmental controls (temperature and humidity), bugs/pests controls, and security controls to safeguard the safety of records in storage.

- (30) **Records Associates** - "Record associates" are those department employees who are appointed by the RMLO to be the single point of contact at each service site for record management services. These employees shall be trained on the use of the automated record management database system and can index records, order the delivery of records, request records pick-up services, and prepare records and reports documentation for storage.
- (31) **Renewal** - If permitted by specific contract language, the contract may be renewed upon mutual agreement by both parties for an additional term - not to exceed the term of the original contract period. Such renewal shall be contingent upon satisfactory performance evaluations as determined by the Department and be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.
- (32) **Retrieval of Records, Emergency** - An emergency or "priority" retrieval of Department records from the Provider's storage facility is defined as an expedited retrieval (not routine) that is usually the result of an unforeseen operational issue that requires immediate departmental review of said records. Emergency retrievals may occur during the normal business hours, after normal business hours and/or weekends/holidays. During normal business hours, records requested on an "emergency/priority" basis are retrieved and delivered to the Department within **4 hours** of the request being received by the Provider. Requests received after normal business, records requested on an "emergency/priority" basis are retrieved and delivered to the Department within **8 hours** of the request being received by the Provider.
- (33) **Retrieval of Records, Routine** - The routine retrieval of Department records from the Provider's storage facility typically occurs during normal work hours, from 8:00 am. - 5:00 p.m., Monday through Friday. Requests for records received by the Provider by 2:00 p.m. shall be retrieved and delivered to the designated location by 2:00 p.m. the next business day, if urgent, or the item will be delivered on the following Monday, Wednesday or Friday. Requests for records received by the Provider between 2:01 p.m. and 5:00 p.m. shall be retrieved and delivered to the designated Department location by the second business day.
- (34) **Special Search** -A "special search" is defined as an activity performed by a team of Department personnel who are sent to the Provider's storage facility to assist the Provider's staff in searching and locating specific Department records at no charge to the Department.

2. General Description

a. General Statement

- (1) This contract shall incorporate all terms and conditions as set forth in the Invitation to Bid #: 07RA1801.
- (2) The Department requires the provision of records storage, retrieval, transportation services, destruction of records and other related record management services for the following Central Region locations: Circuit 5, Circuit 9, Circuit 10, and Circuit 18.
- (3) This contract is designed to provide for record storage and record management services for all Department records entrusted to the Provider for safe keeping. Department records shall come from various service site locations throughout the geographical boundaries of the Circuits listed above.
- (4) The Provider shall provide a high quality record storage facility for all designated Department records in accordance with the requirements set forth in the provisions of Section B.1.a.(1), of this contract. The Provider's storage facility must meet the minimum standards as set forth in the Florida Department of State's publication, *Public Records Storage Guidelines for Records Centers and Archives*, dated January 1996.

b. Authority

- (1) Chapter 119, F.S., Public Records.
- (2) Chapter 257, F.S., Public Libraries and State Archives
- (3) Chapter 1B-26, Florida Administrative Code
- (4) *Public Records Storage Guidelines for Records Centers and Archives*, State of Florida, Secretary of State, dated January 1996.
- (5) *Basics of Records Management Handbook*, State of Florida, Secretary of State, dated October 2005.
- (6) *General Records Schedule GS1-SL for State and Local Governmental Agencies*, State of Florida, Secretary of State, November 2006.
- (7) CFOP 15-4, The Basics of Records Management and the Public Records Storage Guidelines dated November 1, 1999.
- (8) CFP 15-1, Basics of Records Management, dated August 29, 1997

- (9) CFP 15-7, Records Retention Schedules Used by Department of Children and Families, dated October 31, 2017.

c. Scope of Service

- (1) A comprehensive records storage and records management program shall be developed and implemented for the Department of Children and Families Circuit locations and services sites, which are provided in **Revised Exhibit A, Department Service Sites for Circuits 5,9,10 and18** and shall be incorporated into the Providers schedule of services. Required record storage and record management services include, but are not limited to:
- (a) Provide a quality record storage facility.
 - (b) Provide record storage services.
 - (c) Provide routine retrieval and delivery of files/records.
 - (d) Provide emergency retrieval and delivery of Department records.
 - (e) Facilitate special searches.
 - (f) Provide transportation services (pick-up and delivery of records).
 - (g) Provide for the return and re-filing of records to storage.
 - (h) Provide record destruction services.
 - (i) Provide training and orientation for Department personnel on the records management system.
 - (j) Provide an automated record management (internet accessible) system to enter requests for retrievals, refilling of records, new record storage and on-line reports.
 - (k) Provide other general record storage and management services utilizing standard business practices found within the records management industry.
- (2) The Provider shall provide all labor, equipment, and services required to store, pickup, transport, deliver, catalog, retrieve, re-file, and/or destroy records identified and made available by the Department.

d. Major Program Goals

The goal of the record storage and management service program is to allow for the efficient, effective, and economical management of the storage of Department of Children and Family records and confidential information, and to comply with State of Florida legal record retention requirements.

3. Clients to be Served

a. General Description

Not applicable for this contract.

b. Client Eligibility

Not applicable for this contract.

c. Client Determination

Not applicable for this contract.

d. Contract Limits

The Department agrees to the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed **TBD** subject to the availability of funds.

FY2018-2019 TBD

FY 2019-2020 TBD

FY 2020-2021 TBD

FY 2021-2022 TBD

FY 2022-2023 TBD

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

- (1) **Storage Facilities.** The Provider shall provide a record storage facility strategically located with the boundaries of the Department of Children and Families, Central Region that can meet the minimum Emergency Delivery requirements to all Departmental locations listed in this solicitation. The Department reserves the right to inspect the facility prior to contract award and periodically throughout the duration of the contract for compliance with the requirements set forth in the *Public Records Storage Guidelines for Records Centers and Archives*, State of Florida, Secretary of State, dated January 1996.

This storage facility shall comply with the following minimum standards:

- (a) The facility shall have smoke detection and intrusion alarm systems, which will be constantly monitored.
- (b) Pest control services shall be maintained throughout the entire record storage facility to ensure roach, rat and insect control measures are present in the storage areas.
- (c) Accessibility shall be restricted to record facility employees or visitors authorized by the Department.
- (d) Fire control devices for archival and permanent records storage areas should be limited to early detection devices, fire extinguishing systems and localized conventional fire extinguishers. Overhead sprinkler systems may be utilized.
- (e) Archival and permanent records must be protected from the destructive effects of extreme variation in temperature and humidity, and at no time be exposed to outdoors weather conditions.
- (f) Storage facilities must have video surveillance systems to cover all entry/exist points of the location.

(2) **Future Record Storage.** The Provider shall receive, accept, transport, inventory, catalog, store and destroy (when instructed) all subsequent and/or future Department of Children and Families records entrusted to the Provider for safe keeping which accumulate throughout the life of the contract. Record storage and management services shall include, but not be limited to the following:

(a) **Record Storage Services**

- 1). The Florida state's standard records storage and transfer box (1.2 cu. ft.) shall be adequate for the Provider's use.
- 2). The storage space provided to the Department under this contract shall be "box storage" only, with no "open shelf" file storage - therefore storage costs should reflect actual storage used by box, not rented space.
- 3). The Providers storage facility should have sufficient storage space to accommodate a minimum of **10%** expansion per year for the life of the contract to meet future storage needs.
- 4). Records shall be indexed and entered into the Provider's automated computer system by department personnel (records associates).

- 5). The Provider must have an automated cataloging and indexing system. For ease of continuity, the cataloging system should be based on the Department's label/numbering system. The Provider may utilize its own internal catalog/numbering system but it must be "cross-walked" to the Department's system - therefore, all subsequent correspondence will be based on the Department's label/numbering system.
- 6). Original labels shall not be removed or changed. The Provider may add to the Department label, but not obscure the information it contains, or affix the Provider's label on the boxes. DCF Form 734 (box label) must remain on all Department containers and must remain clearly visible.
- 7). Storage costs shall be calculated utilizing unit prices as negotiated and listed in **Exhibit B, Contract Service Units and Prices**.

(b) **Routine Retrieval and Delivery of Records:**

- 1). Upon authorization from the Department, the Provider shall routinely retrieve, and deliver designated files/records during normal business hours, Monday through Friday, 8:00 a.m. - 5:00 p.m., utilizing the following business rules:
 - Routine requests for the retrieval and delivery of files/records made between the hours of 8:00 a.m. - 2:00 p.m. each day will result in the delivery of said files/records by 2:00 p.m. the following business day (24 hrs), if desired, or the item will be delivered the following Monday, Wednesday or Friday.
 - Routine requests for retrieval and delivery of files/records made between the hours of 2:01 p.m. - 5:00 p.m. each day will result in the delivery of said files/records by 2:00 p.m. the second business day (48 hrs).
- 2). All files/records are to be retrieved and delivered to the Department's RMLO or Records Associate at the location requesting the record as outlined in **Revised Exhibit A, Department Service Sites for Circuits 5, 9, 10 and 18**, unless otherwise specified.
- 3). The Department RMLO or Records Associate may notify the Provider of requests to retrieve and deliver records, utilizing the Provider's internet portal records management system, letter, email or fax. Verbal notifications are not authorized.
- 4). The Department reserves the right to physically report to the Provider's storage facility to pickup requested files/records in person. Only the Department's RMLO or designated Records

Associate shall have the authority to pickup requested files/records from the Provider. The Provider shall require the Department to “sign” for each file/record removed from the facility.

(c) **Emergency Retrieval and Delivery of Records:**

Under circumstances of an urgent nature, and upon authorization from the Department, the Provider shall provide emergency retrieval and delivery of specified records utilizing the following business rules:

- 1). Normal Business Hours. Upon receiving departmental requests no later than 2:00 p.m., the Provider shall accelerate the normal retrieval process, and deliver the priority requested Department records within four (4) hours after receipt of an emergency/priority request.
- 2). After Normal Business Hours. The Provider shall retrieve and deliver requested records within eight (8) hours after receipt of an emergency retrieval request which occurs after normal business hours. This service also includes weekends and holidays.

(d) **Special Searches:**

- 1). When necessary, the Department reserves the right to assemble in a special search team of department personnel to assist the Provider staff in locating a file. When special searches are required, both parties shall coordinate dates and times in advance.
- 2). The Provider may not invoice the Department for special searches, but may charge for routine retrieval fees.

(e) **Transportation Services:**

- 1). Transportation services consisting of pick-up and delivery services shall be coordinated between the Provider’s storage facility and the various Department service sites as noted in **Exhibit A, Department Service Sites for Circuits 5, 9, 10 and 18.**
- 2). The Provider shall maintain a fleet of vehicles that provides a reliable, safe, and secure means of transporting departmental records to and from the Provider’s storage facility and the Department service locations. The Provider shall also take appropriate and prudent steps to insure unauthorized persons are prevented from having access to Department files/records

during transit.

- 3). Subcontracting of 3rd party transportation services is prohibited.

(f) **Pick-up, Return and Re-file Records to Storage:**

- 1). Regular Pick-up Service. Routine pick-up orders from our locations placed between 8:00 a.m. and 2:00 p.m. Monday through Friday will be picked up within the following 2 business days after notification.
- 2). Emergency Pick-up Service. Not authorized under this contract.
- 3). Records shall be returned to the storage facility and re-filed to an appropriate storage location within the Providers storage facility within 3 business days after return to the Provider's storage facility.

(g) **Record Destruction Services:**

- 1). Written destruction orders will be issued to the Provider for records in storage, which have met their retention requirements.
No records shall be destroyed without prior written authorization from the Department's Record Management Liaison Officer. The Department's RMLO or designee shall be present for the destruction of any department records.
- 2). For the purposes of this contract, the act of destroying records shall include retrieving the record from storage, permanently withdrawing the record from the provider's database and physically destroying the designated records in the approved manner, therefore the destruction price shall be an "all-inclusive price" (retrieval + permanent withdrawal + destruction + certification documentation) per the unit price schedule.
- 3). Storage Costs While Awaiting Destruction. Once the Provider receives a destruction notification (CF 107 form), storage costs for the records designated in the destruction notification may only be charged until the occurrence of the earlier of the following two events: (i) the records are actually destroyed; or (ii) 30 days from the date the provider receives the destruction notification. It is the intent that the Department does not continue to pay for unnecessary storage costs.
- 4). Upon receipt of a CF 107 - Authorization to Destroy Records notification from the Department's RMLO, the Provider shall destroy records in accordance with the timelines outlined in

the following table:

- 5). Destruction of records must be done on-site and may not be sub-contracted to a 3rd party.
- 6). Since the destruction of all Department records must be physically witnessed by the Department's RMLO, the destruction of records shall be mutually scheduled and coordinated between both parties in advance.
- 7). The Provider shall provide a "Certificate of Destruction" document to the RMLO within **3 business days** after completion of each destruction activity.
- 8). All completed destruction activities should reduce storage space by the same quantity.

(h) **Training and Records Management Orientation**

When requested, the Provider shall conduct training and orientation workshops for selected Department personnel regarding the Provider's records management processes, procedures and automated records management system. The purpose of this training is to acquaint Department personnel on the Provider's automated records management system, introduce key personnel, review required forms, and in general, provide orientation training on the pick-up, retrieval and delivery processes. Selected Department management personnel shall also be trained on the capabilities of the automated (internet accessible) records management system; how to order special queries and other specifics of the automated records management system. Both parties shall mutually agree upon dates and times of training classes and workshops.

(i) **Automated Records Management System**

- 1). The Provider shall develop, implement and maintain a consistent and reliable automated records management system for assigning storage locations, viewing inventory on-hand, placing orders for record retrieval, requesting record pick-up and transport back to storage, view billing online, and the capability to request and/or generate record queries and account queries online.
- 2). The Provider's automated record management system shall be internet accessible and designed so that specific Department personnel may have access to the web based system to verify shipping, receiving, storage, invoicing and other related capabilities.
- 3). The Provider shall maintain its automated records system in

accordance with manufacturer's recommended specifications and standard business practices. Scheduled maintenance which may affect the Department's ability to access the system shall be planned in advance and notification of such scheduled maintenance (down-time) shall be provided to the Department within two (2) working days in advance of any disruption of service over four (4) hours or more.

- 4). During a natural disaster, the Department may need access to its records, and therefore may need access to the automated record management system. The Provider shall develop, install and maintain an alternate power source (i.e. generator) that will provide adequate power to the automated records management system in the event of an extended unplanned power outage in excess of 24 hours.
- 5). The automated records management system and the billing/invoice system shall be fully integrated and available to designated Department personnel via the Internet.
- 6). On occasion, the Department may require the Provider to develop a special query or special report based on a specific Department need. The Provider shall cooperate with these requests and develop and produce special queries responses to the best of their technical capability at no cost to the Department.

(j) **Other General Record Storage and Management Services**

- 1). The Provider agrees to consult with the Department (as needed) on general matters relating to record storage and record management issues.
- 2). As the mission of the Department changes throughout the life of the contract, adjustments to service site locations within each Circuit may be necessary. In all instances of a change in services sites, the Provider will be advised in writing at least seven (7) calendar days prior to any change of service site location.
- 3). The Provider guarantees and agrees not to bill the Department for "permanent withdrawal" of records/files in the event that this contract is terminated or upon contract expiration and/or non-renewal. The Provider further agrees to deliver to the Department, all records created under this contract along with a total storage accumulation printout and electronic media/cd-rom in a format acceptable to the Department within thirty (30) calendar days in the event of contract expiration, non-renewal and/or termination.
- 4). Provider may propose to scan files in lieu of physical delivery at times and shall only do so with the consent of the Department.

b. Task Limits

The Provider shall not perform any tasks related to the project other than those described in Section B.1.a., without the express written consent of the Department. The following task limits apply:

- (1) Tasks are limited by the total contract amount, subject to the availability of funds.
- (2) Provider record storage facilities shall conform, at a minimum; to the requirements set forth in the *Public Records Storage Guidelines for Records Centers and Archives*, State of Florida, Secretary of State, dated January 1996.
- (3) The Provider is strictly forbidden to respond to requests for public records stored within its storage facility. Any outside request for public records shall be forwarded to the Department Records Management Officer immediately upon receipt.

2. Staffing Requirements

c. Staffing Levels

- (1) The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event that the Department determines that the Provider's staffing levels do not conform to those promised in the Invitation to Bid, it shall advise the Provider in writing and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.
- (2) As determined by the Department, the Provider shall replace any employee whose continued presence would be detrimental to the success of the project, and shall provide a replacement employee of equal or superior qualifications.

d. Professional Qualifications

The Provider shall have, or retain, qualified staff who are familiar with archive record storage and management operations and shall have the skills necessary to deliver the agreed upon services as listed in this contract. Documentation of the qualifications and resumes of professional staff will be maintained and available to the Department for inspection upon request.

e. Staffing Changes

The Provider shall staff the project with key administrative personnel in a timely manner as vacancies arise. The Provider shall notify the contract manager of changes in any key management position within seven (7) working days of key personnel vacancy occurrence.

f. Subcontractors

- (1) With prior consent from the Department, the Provider may enter into written subcontracts for performance of certain specific functions under this contract. Functions specifically prohibited from being subcontracted are: record storage, record scanning, transportation services and record destruction services.
- (2) Written requests by the Provider to subcontract shall be routed through the contract manager for prior Department approval. All subcontracting is subject to the provisions of Section I.I. of the Standard Contract.
- (3) Payments to subcontractors shall be made by the Provider. No payment to the Provider will be processed until the Department approves all subcontracts, in writing.
- (4) Subcontracting does not relieve the Provider of any responsibility for complying with all of the duties and obligations set forth in this contract.

2. Service Location & Equipment

a. Service Delivery Location and Times

- (1) The service delivery locations shall be the service sites listed in **Revised Exhibit A, Department Service Sites for Circuits 5, 9, 10 and 18.**
- (2) The Provider shall be available during normal business hours and routine delivery of services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. excluding state holidays unless the Department approves other arrangements on a case-by-case basis. Services must also be available on an emergency basis 24 hours a day, 7 days a week.
- (3) The Provider's administrative office is located at:

(To be determined)

b. Changes in Location

- (1) The Department and Provider agree that the physical location of the Provider records storage facility will not relocate without the written permission of the Department.
- (2) As the mission of the Department changes throughout the life of the contract, adjustments to service site locations within each Circuit may be necessary. In all instances of a change in services sites, the Provider will be advised in writing at least seven (7) calendar days prior to any change of service site location.

c. Equipment

The Provider will be responsible for supplying, at its own expense, all equipment necessary to perform and complete the contract including, but not limited to: vehicles, material handling equipment (MHE), storage racks, commercial shredding machines, computers and related equipment, emergency generators, telephones, copier/fax machines, applicable supplies and maintenance tools.

3. Deliverables

a. Service Units

This is a fixed price/unit cost contract. The service units are set forth in **Exhibit B, Contract Service Units and Prices**.

b. Records and Documentation

- (1) The Provider shall maintain record information on Department files/records under the care and custody of the Provider that substantiates all fees incurred. Documentation includes, but is not limited to the following:
 - (a) Documentation of files, records and signed pick up receipts received.
 - (b) Documented location of each file/record in storage.
 - (c) Inventory of each file/record on hand.
 - (d) Documentation of any file, record and delivery slip retrieved and delivered to the Department.
 - (e) Documentation of any file/record returned to the storage facility by the Department.
 - (f) Documentation of any file/record destroyed as directed by the Department.
 - (g) Documentation of any special searches requested by the Department.
 - (h) Documentation of any emergency retrieval and delivery requested by the Department.
 - (i) Documentation of any transportation delivery services (to and from service sites).
 - (j) Documentation of any lost records or records destroyed without approval.
 - (k) Documentation of total storage space utilized by cubic feet by program by service site.
 - (l) Documentation of other forms or records (including automated web sites) necessary for program operation and reporting as set forth by the Department

- (2) Unless a greater retention period is required by state or federal law, all documents pertaining to these record storage services and record management program shall be retained by the Provider for a period of **six (6) years** after the termination of the contract or longer as may be required by any renewal or extension of the contract. During the record retention period, the Provider agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the department's standard word processing format (currently Microsoft Word 7.0). If this standard should change, it will be at no cost to the Department. The Department will provide data files in a readable format.
- (3) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider 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 Provider of confidential records whether public record or not and promises to defend the department against the same at its expense.
- (4) The Provider shall maintain all records required to be maintained pursuant to the contract in such a manner as to be accessible by the Department upon demand.

c. Reports

- (1) The Provider agrees to submit to the Department reports as specified in this contract, but mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time within which the successful vendor may remedy the objections noted by the Department or the Department may, after having given the successful vendor a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.
- (2) The Provider shall maintain all records required to be maintained pursuant to this contract in such a manner as to be accessible by the department upon demand, including electronic and paper records. The Provider shall submit to the Department the following reports/invoices in the format, frequency and number of copies as specified in the following table:

	Report Title	Reporting Frequency	Report Due Date	Number of Copies	DCF Office to Receive Reports
1	Monthly Detailing Transaction Report	Monthly	15th of the month immediately following the month being reported	1 each	Contract Manager
2	Monthly Billing Activity Report	Monthly	15 th of the month immediately following the month being reported on	1 each	Contract Manager
3	Monthly Invoice	Monthly	15 th of the month immediately following the month being reported on	1 each	Contract Manager
4	Monthly Growth Report Storage Summary by Circuit	Monthly	15 th of the month immediately following the month being reported on	1 each	Contract Manager
5	Monthly Performance Reports (retrieval, pick-up, emergencies, security and destruction)	Monthly	15 th of the month immediately following the month being reported on	1 each	Contract Manager
6	Monthly Status Listing (retrievals, re-files, destruction, and outstanding records yet to be returned)	Monthly	15 th of the month immediately following the month being reported on	1 each	Contract Manager
7	Quarterly List of Storage Box numbers	Quarterly	15 days after the end of each quarter being reported on	1 each	Contract Manager
8	Quarterly Box/File Inventory Destruction Report	Quarterly	15 days after the end of each quarter being reported on	1 each	Contract Manager and RMLO

9	Emergency Operation Plan	Annually	30 calendar days after contract execution and reviewed/updated annually thereafter.	1 each	Contract Manager
10.	Certificate of Destruction	As needed	Due within 3 calendar days after destruction action completed	1 each	Contract Manager and RMLO

(3) Submit documents to the following address:

(TO BE DETERMINED)

(4) Description of Reports:

(a) **Monthly Billing Activity Report**

The Monthly Billing Activity Report supports the Monthly Invoice and is a summary of the charges on the invoice grouped by the Department's account number transaction type by division/department, with a grand total for all transactions.

(b) **Monthly Invoice**

The Provider's representative must sign the monthly invoice. The invoice should show line items for the total billed from the Monthly Invoice summary and for the cumulative storage charges by the Department's account and by transaction type. At the Provider's option, the cumulative storage billing information by the Department's account may be provided on a separate report and only the total cumulative charge shown on the invoice.

(c) **Monthly Growth Report (Storage Summary by Circuit)**

The Monthly Growth Report will list the number of boxes in storage for the prior and current months by Department/Division. Any difference will be listed in the plus (+) or minus (-) column. The totals in the current month column must match the quantity on the monthly invoices.

(d) **Monthly Performance Report (Completed Work Order Transactions by Customer Service Code)**

The Monthly Performance Report will include the following information; number of records retrieved, refiled and records out

pending return. When applicable, the Security Report will list any security deficiencies and the Destruction Report will list records (boxes) destroyed for the current month. This report(s) may be submitted electronically via email.

(e) **Monthly Status Listing (Customer Transaction Profile)**

This listing shows how many retrievals were completed by each department, how many re-file actions were completed by each department, how many record destruction activities were completed by department and how many outstanding records which were requested by each department but are yet to be returned to the storage facility. This report(s) may be submitted electronically via email.

(f) **Quarterly Box/File Inventory-Destruction Report (Containers Scheduled for Destruction)**

The Quarterly Box/File Inventory - Destruction Report is a report that will contain a file listing or box content listing broken down by the department/division and will include an eligible destruction date that will identify those boxes/files that are ready for destruction.

(g) **Emergency Operation Plan**

The emergency operation plan is the Providers document that outlines contingency plans and actions designed to safeguard both the physical security of the facility and confidentiality of records kept in storage in the event of a natural disaster or damage or threat to the storage facility itself. This plan shall be reviewed and approved by the Department upon contract execution and updated/reviewed annually thereafter.

(h) **Certificate of Destruction**

Within 3 calendar days after concluding the destruction of a group of records, the Provider will forward to the department's contract manager and RMO a signed "Certificate of Destruction" attesting to the specific records destroyed and the method utilized to destroy the records.

4. Performance Specifications

a. Performance Measures

- (1) **98%** of the record retrievals that are routinely requested by the Department by 2:00 p.m. during normal business hours will be delivered by the Provider no later than 2:00 p.m. the next business day, if desired, or the item will be delivered on the following Monday, Wednesday or Friday.
- (2) **98%** of record retrievals that are emergency/priority requested by the Department by 2:00 p.m. during normal business hours will be delivered by the Provider within four (4) hours after the Provider has received the request.

- (3) 100% of Department records while in the custody of the Provider for safekeeping are secure from theft, vandalism, reproduction, and/or viewing from unauthorized parties.

b. Description of Performance Measurement Terms

- (1) Outcomes - Quantitative indicators that can be used by the Department to objectively measure performance toward a stated goal.
- (2) Outputs - Process which measures the quality of services.
- (3) Performance Measures - Quantitative indicators, outcomes and outputs that can be used by the Department to objectively measure the Providers performance.

c. Performance Evaluation Methodology

- (1) Measuring Outcomes. The Department will measure the outcomes found in paragraph B.5.a. above as follows:

- (a) For the outcome measurement listed in paragraph B.5.a.(1):

Numerator - Over a one-month period, the number of records delivered within one business day after receiving the notification if urgent or the item will be delivered the following Monday, Wednesday or Friday

Denominator - The total number of requests for record delivery over a one-month period that followed the routine/normal business rules.

- (b) For the outcome measurement listed in paragraph B.5.a.(2):

Numerator - Over a one-month period, the total number of records delivered within 4 hours of receiving the notification.

Denominator - Over a one-month period, the total number of requests made for the delivery of emergency/priority records.

- (c) For the outcome measurement listed in paragraph B.5.a.(3):

Numerator - The total number of department records in the custody of the Provider for safekeeping minus total number of incidents (ie. stolen, vandalized, reproduced, or viewed by unauthorized parties.

Denominator – The total number of records in custody for safekeeping.

- (2) By execution of this Agreement the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) months for the Provider to achieve compliance with the standards. If the Department affords the Provider an opportunity to achieve compliance and the Provider fails to achieve compliance within the specified time frame; the Department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

5. Provider Responsibilities

a. Security of Department Records While in the Storage Facility

- (1) The Provider shall require each employee to sign an **Exhibit C, Confidentiality Statement**, as a condition of employment.
- (2) As a condition of employment or continued employment, the Provider shall, in accordance with 110.1127(3)(a) F.S., and 435.04 F.S., conduct a Level II security background investigation for each employee or prospective employee who has or will have access to Department records. The Provider shall ensure that any employee who does not pass a Level II background screening shall have not access to the Department's records.
- (3) Provider agrees to develop and implement a policy that prohibits all employees from actual viewing of the contents of the department's record/file or allowing other parties to do so. No persons other than Department of Children and Families employees shall have access to department record/files. Failure to enforce this condition shall result in an immediate breach of the contract by the Provider.
- (4) All visitors must sign in at the front desk and present valid photo identification. Visitors going beyond the administrative area into the storage facility are:
 - (a) Required to read/sign a Visitor Policy acknowledgement form
 - (b) Required to be escorted while in the storage facility
 - (c) Required to wear a visitor badge while on the premises

- (5) Any individual department record/file removed from the facility by department representatives is to be inventoried and “signed off” by both parties.
- (6) Immediately notify the Department RMLO of any missing files/records.

b. Security of Department Records While in Transit

- (1) Records shall be kept inside a secured vehicle when being transported from or delivered to each service site location and the Provider storage facility.
- (2) The Provider shall take reasonable and prudent precautions to prevent theft or unauthorized personnel from gaining access to Department files/records while in transit.
- (3) Immediately notify the Department RMLO of the discovery of any missing files/records discovered while in transit.

c. Provider Unique Activities

- (1) Provider Identification Badges. When accessing Department service sites, all Provider employees shall wear and display an official Provider Identification Badge.
- (2) The Provider shall pay for all licenses, permits, inspection fees, and transportation costs required for this project.
- (3) The Provider shall comply with all laws, ordinances, regulations, safety directives and other requirements applicable to the work specified.
- (4) Visitor Badges. The Provider staff shall have visitor badges readily available for visitors to the storage facility.
- (5) The Provider shall not commence any work in connection with this contract until all insurance coverage has been obtained and verification of said insurance has been submitted to the Department.
- (6) The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section B.1. By execution of the contract the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

d. Protected Health Information

If required by 45 CFR Parts 160, 162 and 164, the following provisions shall apply [45 CFR 164.504(e) (2)(ii)]:

- (1) The Provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
- (2) The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
- (3) The Provider agrees to report to the Department any use or disclosure of the information not provided for by this contract or applicable law.
- (4) The Provider hereby assures the Department that if any PHI received from the Department, or received by the Provider on the Department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.
- (5) The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
- (6) The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
- (7) The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the Provider on behalf of the Department available for purposes of determining the provider's compliance with these assurances.
- (8) The Provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the Department or

received by the Provider on behalf of the Department, that the Provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
- (9) A violation or breach of any of these assurances shall constitute a material breach of this contract

e. Coordination with Other Providers/Entities

The Provider shall comply with the local environmental health and/or fire authority's inspections.

6. Department Responsibilities

a. Department Obligations

- (1) Upon request, the Department will supply the Provider with copies of documents listed in Section A.2.b. of this contract, as well as the following department forms:
 - CF 107 – Authorization to Destroy Records
 - CF 734 – Records Storage/transfer Carton Label
 - CF 1443 – Record Storage/Transfer Request
 - CF 1444 – Record Storage/Transfer Request (continued)
 - CF 1445 – Records Reference Request
- (2) For all files/records presented to the Provider for storage, the Department will ensure that the files are organized, indexed, labeled and boxed in accordance with the State of Florida records management guidance documents prior to pick-up.
- (3) The Department will use the provider’s systems to maintain the official Records Retention Schedule for all records sent to the Providers storage facility and will determine the appropriate retention schedule of each file and or record in storage using pre-established file types, and will use the provider’s systems to develop this retention schedule for the Provider on an annual basis.
- (4) The Department shall provide the Provider a written “notification” when records are to be delivered, picked up, returned to storage and/or destroyed.
- (5) For destruction of records, the Department shall use the Department of Children and Families Form: CF 107, *Authorization To Destroy Records*, as its official notice to authorize destruction of Department records.
- (6) The Department’s RMLO or designee must be physically present to witness the destruction of Department records; therefore, the date for the actual destruction of records shall be mutually scheduled and coordinated in advance between both parties.
- (7) The Department will provide technical assistance to the Provider upon request.
- (8) If emergency/priority retrievals and deliveries are requested and the delivery of said records occurs outside the normal business hours (8:00a.m. - 5:00p.m., M-F), the requesting departmental Records Associate shall be physically present on-site to accept these records.

b. Department Determinations

The Department reserves the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

C. METHOD OF PAYMENT

1. Payment Clause

a. Project Funding

This is a fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$ (TBD)**, subject to the availability of funds. Annual allocations are budgeted as follows, subject to the availability of funds:

FY2018-2019	\$ (TBD)
FY 2019-2020	\$ (TBD)
FY 2020-2021	\$ (TBD)
FY 2021-2022	\$ (TBD)
FY 2022-2023	\$ (TBD)

b. Units of Service

The Department shall make payments to the Provider for service units at the unit price(s) as listed in **Exhibit B, Contract Service Units and Prices** for each service year.

2. Invoice Requirements

a. Monthly Invoice

- (1) The Provider shall request payment through submission of a properly completed invoice utilizing **Exhibit D, Monthly Invoice**, along with any supporting documentation within fifteen (15) days following the end of the month for which payment is being requested. Payment due under this contract will be withheld until the Department has confirmed delivery of negotiated services. Invoice format mutually agreed upon by both parties.
- (2) Payment shall be authorized only for service units and negotiated unit prices as listed in **Exhibit B, Contract Service Units and Prices**. Any service unit not previously listed in this exhibits shall not be provided or invoiced.

b. Invoice Processing Timeline

- (1) The Department will have up to five (5) working days from receipt of the invoice to approve, disapprove in its entirety, or disallow certain proposed expenditures listed. Approved invoices will be processed expeditiously for prompt payment. Disapproval of proposed expenditures will result in rejection of the entire invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment.
- (2) The Provider will have five (5) days from the date of rejection of the initial invoice to correct and resubmit for payment.
- (3) At the Department's discretion, it may elect to disallow certain proposed expenditures and process the balance of the invoice for prompt payment, with the proviso that when the Provider corrects the disallowed portion, they may resubmit a revised invoice for review and approval.

c. Supporting Documentation

- (1) It is expressly understood by the Provider, that any payments due to the Provider under the terms of this contract may be withheld pending the receipt and approval by the Department of all required reports due from the Provider as a part of this contract and any adjustments thereto. The Department will return requests for payment, which cannot be documented with supporting evidence, to the Provider.
- (2) Supporting documentation shall be maintained to support services and units for which payment is being requested. A listing of all activities for the month must be submitted with each invoice. Storage fees (box storage only) must be based on the total count of boxes in storage on the last day of the month preceding the activity period.
- (3) All services completed for the billing month, shall match the invoice submitted for payment. Records (Monthly Billing Activity Report) must track to each invoice for payment.

D. SPECIAL PROVISIONS

1. Agreement Renewal

This Agreement may be renewed for one term not to exceed five (5) years, or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual

agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

2. Court Venue

Venue for any court action pertaining to this contract shall be in Leon County, Florida.

3. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(23), Florida Statutes (2002), 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 Provider. If automatic deduction is not possible, the Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, provider 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 of 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 provider'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 Provider in default and recovering procurement costs from the provider in addition to all outstanding fees. PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED

FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

4. Confidentiality

The Provider shall instruct its employees to use the degree of care as is required of State employees to keep confidential information concerning the clients of the State, its financial affairs, its relationships with its citizens and its employees, as any other information which is confidential in accordance with the State and Federal Law. (Chapter 393.13 F.S.)

Information contained within files/reports stored within the Providers storage facility is confidential. The Provider agrees to maintain the confidentiality of all information, which is not a public record pursuant to Section 119.07 of the Florida Statutes. The Provider will

not release any information to any individual without prior written permission from the Department. The Provider acknowledges that violation of applicable state and federal confidentiality restrictions may result in civil or criminal penalties. The Department's Record Management Liaison Officer (RMLO) is the final authority on whether information may or may not be released.

It will be required to have each Provider employee read and sign **Exhibit C, Confidentiality Statement** as a condition of employment.

5. Dispute Resolution

It is expected that the Provider and the Department will agree to cooperate in resolving any differences concerning performance or in interpreting a contract. Within five (5) working days of the execution of a contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name, business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make recommendations to the Secretary who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida Law.

6. Agreement Expiration and/or Termination

Expiration and /or Non-Renewal. In the event of the expiration and/or

non-renewal of the Agreement, the Department will continue to pay for records storage services under a Direct Order at the rates specified in the Agreement pending the implementation of a new Agreement with a new provider. The purpose of the Delivery Order is to allow for an orderly withdrawal of all records from the current Provider's storage site. Upon such expiration/termination event, all records shall be made available for pick up within 30 calendar days of written notification by the Department, at no additional cost to the Department.

7. Most Favored Party Status: The Provider represents that the prices and terms for its services under this contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract, contract amendment or offering to any other party services similar to those under this contract under prices or terms more favorable than those provided in this contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this contract retroactively to the earlier of the effective date of this contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, FS.

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E. LIST OF EXHIBITS

EXHIBIT A - Central Region Department Service Sites for Circuits 5, 9, 10 and 18

EXHIBIT B - Contract Service Unit and Prices

EXHIBIT C - Confidentiality Statement

EXHIBIT D - Monthly Invoice Sample

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EXHIBIT A
Central Region Department Service Sites for Circuits 5, 9, 10 and 18

Circuit 5	Circuit 9	Circuit 10	Circuit 18
CITRUS	ORANGE	POLK	BREVARD
Citrus	Hurston (Region HQ)	Lakeland Service Ctr.	Commerce Pkwy
Inverness Family Safety 212 W. Main Street, ste 207 Inverness, FL 34453 Ph:352-860-5016	400 W. Robinson St., Various Suites Orlando, FL 32801 Ph: 407-245-0500 Ph:407-317-7000	200 N. Kentucky Avenue Lakeland, FL 33801 Ph:863-589-0345	375 Commerce Pkwy, Suite 101 Rockledge, FL 32955 Ph:321-604-4273
Inverness Storefront	Westside Plaza	Bartow Service Center	Bryd Plaza (storefront)
212 S. Apopka Ave, ste 214 Inverness, FL 34453 Ph:3525876014	609 N. Powers Dr., Suite 324 Orlando, FL 32818 Ph: 407-317-7092 Ph:407-445-5410	1055 US Hwy 17 N Bartow, FL 33830 Ph: 863-578-1745 Ph:863-534-7100	801 Dixon Blvd., Suite 1103 Cocoa, FL 32922 Ph:321-604-4244
HERNANDO	Orange County CAC	Lake Wales Service Center (47)	The Buena Vista Bldg- Titusville
Brooksville	601 W. Michigan Street Orlando, FL 32805 407-317-7430	730 State Road 60 West Lake Wales, FL 33853 Ph: 863-589-0411 Ph: 866-377-1660 Ph:863-678-6400	3910 S.Washington Ave Suite#208 Titusville FL 32780 Ph:321-604-4411
LAKE	MetroWest	HIGHLANDS	CAC Brevard
Tavares	882 S. Kirkman Road Orlando, FL 32811 Ph:407-563-2383	Sebring Storefront (65)	Suntree Office Complex 201 Boganvillea Drive Rociledge, FL 32955 Ph:321-615-9244
1300 Duncan Drive Bldg A Tavares, FL 32778 Ph: 352-742-6233 Ph: 352-253-4417		3750 Hwy 27 N. Sebring, FL 33870 Ph: 863-589-0278 Ph: 863-314-5940	
MARION	OSCEOLA	CAC Highlands County	Palm Bay
Ocala Service Center (HQ)	Kissimmee	1968 Sebring Parkway Sebring, FL 33870 Ph: 863-402-7700	6100 Minton Road, suite 201 Palm Bay, FL 32907 Ph:321-409-2086
1100 38th Avenue Ocala, FL 34474 Ph:352-330-5811	La Mirada Plaza 3501 W. Vine Street Kissimmee, FL 34741 Ph: 407-846-5331 Ph: 407-846-5321		
SUMTER	Kissimmee (CLS)	HARDEE	Brevard Family Partnership (CLS)
Wildwood	111 E. Monument Ave Suite 500 Kissimmee, FL 34741 Ph:321-422-8502	Wauchula Storefront (51)	4050 Riomar Drive Suite 120 Rockledge, FL 32955 Ph:863-674-1886
901 Industrial Drive, Suite 110 Wildwood, FL 34785 Ph:352-330-5811		1014 South 6th Avenue Wauchula, FL 33873 Ph: 863-231-6009 Ph: 863-767-4902	

	Kissimmee City Centre(CPI) 111 E. Monument Ave Suite 312500 Kissimmee, FL 34741 Ph: 407-846-5357 Ph:407-846-5357	Wauchula CLS City of Wauchula 225 E. Main Street Wauchula, FL 33873 Ph:863-231-6021	
			SEMINOLE CBC of Seminole 2921 S. Orlando Dr., Suite 150 Sanford, FL 32773 Ph:407-328-5656
		BARTOW BLDG BLDG 310 (STORAGE) 310 Bartow Municipal Airport Bartow, FL 33831 Storage only Ph:407-317-7322	Altamonte Spgs. (API) Seminole Sheriff's Office 120 W. Pine Street Altamonte Springs, FL Ph: 407-263-2318 Seminole Storefront Harvest Time International 225 N. Kennel Road Sanford, FL 32771 Ph:407-393-6775

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EXHIBIT B
SERVICE UNITS AND PRICES
Archive Record Storage and Management Services
INITIAL 5 YEAR PERIOD

INITIAL 5 YEAR PERIOD FOR CENTRAL REGION							
	Description of Services	Unit	FY 2018- 2019	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024
1	Receipt of records from previous provider and entry into new Provider's facility and system	N/A	N/C	N/C	N/C	N/C	N/C
2	Record Storage per Box (per month)	Per Box					
3	Records Storage per Linear Foot	Per LF					
4	Routine Retrieval of Boxes	Per Box					
5	Routine Retrieval of Files	Per File					
6	Refiling Files/Boxes	Per file/box					
7	Scanning Services	Per Page					
8	Emergency Retrieval of Boxes	Per Box					
9	Emergency Retrieval of Files	Per File					
10	Permanent Withdrawal (all inclusive fee that includes retrieval of box and removal from the Provider's system)	Per Box					
11	Permanent Withdrawal (all inclusive fee that includes retrieval of file and removal from the Provider's system)	Per File					
12	Destruction of Boxes (all inclusive fee that includes retrieval of box, destruction of the box, removal from the Provider's system, and completion of the required destruction certification)	Per Box					
13	Destruction of Files (all inclusive fee that includes retrieval of files, destruction of the files, removal from the Provider's system, and completion of the required destruction certification)	Per file					
14	Transport - Routine Next Day Delivery (Normal business hours)	Per Trip					
15	Transport - Emergency Delivery (Normal business hours)	Per Trip					
16	Transport - Emergency Delivery (After normal business hours and holidays)	Per Trip					
17	Routine Pick-up of Records	Per Trip					
18	Labor	Per Hr					

EXHIBIT B
SERVICE UNITS AND PRICES
Archive Record Storage and Management Services
RENEWAL 5 YEAR PERIOD

RENEWAL 5 YEAR PERIOD FOR CENTRAL REGION							
Description of Services	Unit	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026	FY 2026- 2027	FY 2027- 2028	
1	Receipt of records from previous provider and entry into new Provider's facility and system	N/A	N/C	N/C	N/C	N/C	N/C
2	Record Storage per Box (per month)	Per Box					
3	Records Storage per Linear Foot	Per LF					
4	Routine Retrieval of Boxes	Per Box					
5	Routine Retrieval of Files	Per File					
6	Refiling Files/Boxes	Per file/box					
7	Scanning Services	Per Page					
8	Emergency Retrieval of Boxes	Per Box					
9	Emergency Retrieval of Files	Per File					
10	Permanent Withdrawal (all inclusive fee that includes retrieval of box and removal from the Provider's system)	Per Box					
11	Permanent Withdrawal (all inclusive fee that includes retrieval of file and removal from the Provider's system)	Per File					
12	Destruction of Boxes (all inclusive fee that includes retrieval of box, destruction of the box, removal from the Provider's system, and completion of the required destruction certification)	Per Box					
13	Destruction of Files (all inclusive fee that includes retrieval of files, destruction of the files, removal from the Provider's system, and completion of the required destruction certification)	Per file					
14	Transport - Routine Next Day Delivery (Normal business hours)	Per Trip					
15	Transport - Emergency Delivery (Normal business hours)	Per Trip					
16	Transport - Emergency Delivery (After normal business hours and holidays)	Per Trip					
17	Routine Pick-up of Records	Per Trip					
18	Labor	Per Hr					

DCF ITB: 07RA1801
(PMT-04-1516)

EXHIBIT C
CONFIDENTIALITY STATEMENT
(To be on Providers Letterhead)

I, _____ (Employee Name Here) _____ hereby affirm the following:

I agree that during the term of my employment for (Provider Name Here) and thereafter, I shall not disclose or cause any third parties to disclose, any clients' information, or other information relating to the business, systems, procedures or interests of the State of Florida, Department of Children's and Families, hereinafter referred to as the "department", which is regarded by the department as secret, confidential and valuable, referred to as "Confidential Information".

I understand and agree that any disclosure of such Confidential Information shall be deemed a breach of this agreement and shall result in immediate termination of my employment with the department or its contracted provider, unless such disclosure is authorized in writing by an authorized department staff.

I acknowledge that I have read this agreement, understand it, and I agree to be bound by it.

Print Name

Signature

Date

EXHIBIT D

MONTHLY INVOICE (SAMPLE FORMAT)

Name and Address of Payee: _____

Invoice Date: _____

Contract #: _____

Contract Amt: _____

FEID: _____

NOTE: This is a suggested format. With approval from the Department, the provider may modify this format to adequately display its budget data.

PERIOD OF SERVICE PROVIDED: _____

	DESCRIPTION OF SERVICES	MONTHLY EXPENDITURES	CUMULATIVE EXPENDITURES TO DATE	BALANCE AVAILABLE
1	Record Storage per Box (per month)			
2	Records Storage per Linear Foot			
3	Routine Retrieval of Boxes			
4	Routine Retrieval of Files			
5	Refiling Files/Boxes (within 3 business days)			
6	Scanning Services			
7	Emergency Retrieval of Boxes			
8	Emergency Retrieval of Files			
9	Permanent Withdrawal of Boxes (all inclusive fee)			
10	Permanent Withdrawal of Files (all inclusive fee)			
11	Destruction of Boxes (all inclusive fee)			
12	Destruction of Files (all inclusive fee)			
13	Routine Next Day Delivery (normal business hrs)			
14	Emergency Delivery (normal business hrs)			
15	Emergency Delivery (after business hrs)			
16	Routine Pick-up of Records			
17	Labor			

I hereby certify that the above invoices is a true, accurate and correct reflection of the activities of this time period; and that these expenditures are made only for items that are allowable and directly relate to the purposes of this referenced contract. Support documentation is provided as attached.

Prepared By: _____

Date: _____

Title: _____

DCF ITB: 07RA1801
(PMT-04-1516)

APPENDIX IX

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
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5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
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26. Renewal.
27. Purchase Order Duration.
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29. Assignment.
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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://dlis.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, security background checks 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.

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APPENDIX X

**State of Florida
PUR 1001
General Instructions to Respondents**

Contents

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9. **Respondent's Representation and Authorization.**
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17. **Contract Formation.**
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19. **Public Records.**
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21. **Limitation on Vendor Contact with Agency During Solicitation Period**

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

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" mean 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, nor 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:

- o 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

- o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

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

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

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

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

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

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

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition

of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

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

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires 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.

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