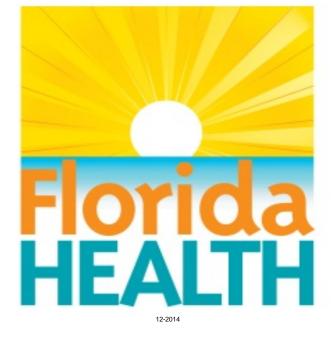
## FLORIDA DEPARTMENT OF HEALTH (DOH) DOH 14-031



## INVITATION TO BID (ITB) FOR Lawn Maintenance Services

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#### SECTION 1.0: INTRODUCTORY MATERIALS

#### 1.1. <u>Statement of Purpose</u>

The purpose of this Invitation to Bid (ITB) is to enter into a three (3) year contract for Landscape Maintenance Services with the lowest priced responsible, responsive bidder for Landscape Maintenance Services at the Florida Department of Health's Hillsborough County Health Department locations.

#### 1.2. <u>Scope of Service</u>

Detailed specifications for this solicitation are provided as Attachment <u>A</u> in this ITB.

#### 1.3. Definitions

**Bidder:** the vendor or entity that submits materials to the Department in accordance with this ITB.

**Bid:** the complete written response of the Bidder to this ITB, including properly completed forms, supporting documents, and attachments.

**Business hours:** 8 A.M. to 5 P.M. Eastern Time on all business days.

Calendar days: all days, including weekends and holidays.

**Contract:** the formal agreement or order that will be awarded to the successful Bidder under this ITB, unless indicated otherwise.

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

**Department:** the Department of Health; may be used interchangeably with DOH.

**FDOH-HC:** Florida Department of Health in Hillsborough County.

**Minor Irregularity:** as used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Bidder an advantage or benefit not enjoyed by other Bidders, or does not adversely impact the interests of the Department.

**Order:** as used in the context of this solicitation refers to a Purchase Order or a Direct Order.

**Provider:** the business entity awarded a contract by the Department in accordance with the Bid submitted by that entity in response to this ITB.

**Vendor Bid System (VBS):** refers to the State of Florida internet-based vendor information system at: <u>http://myflorida.com/apps/vbs/vbs\_www.main\_menu.</u>

#### SECTION 2.0: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

#### 2.1. <u>Procurement Officer</u>

The Procurement Officer assigned to this solicitation is:

Florida Department of Health Attention: Lisa Leavitt 1105 E. Kennedy Blvd. Room 301 Tampa, FL 33602 Email: <u>lisa.leavitt@flhealth.gov</u>

#### 2.2. <u>Restriction on Communications</u>

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

#### 2.3. <u>Term</u>

It is anticipated that the Contract resulting from this ITB will be for three (3) year period from July 1, 2015 or the Contract execution date whichever is later, subject to renewal as identified in **Section 4.2**. The contract resulting from this ITB is contingent upon availability of funds.

#### 2.4. <u>Timeline</u>

EVENT	DUE DATE	LOCATION	
ITB Advertised / Released	<u>3/10/15</u>	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu	
Mandatory Site Visit	<u>3/18/15 @</u> <u>9:00 am</u>	<ul> <li>First Site Visit: Joyce Ely WIC Office 205 14th. Avenue S.E. Ruskin, FL 33570</li> <li>Sulphur Springs Health Center 8605 N. Mitchell Avenue Tampa, FL 33604</li> <li>TB Health Center 8515 N. Mitchell Avenue Tampa, FL 33604</li> <li>University Area Community Health Center 13601 N. 22nd St. Tampa, FL 33613</li> <li>North Hillsborough Health Center 9827 N. Sheldon Rd. Tampa, FL 33635</li> <li>College Hill Health Center 2313 E. 28th Avenue Tampa, FL 33610</li> <li>Kelton Health Center 4704 B Montgomery Avenue, Tampa, FL 33616</li> <li>Downtown Building 1105 Kennedy Blvd., Tampa, FL 33602</li> </ul>	
Mandatory Pre-Bid Conference	<u>3/18/15 @</u> <u>4:00 pm</u>	Florida Department of Health in Hillsborough Downtown Building, 1105 E. Kennedy Blvd., Tampa, FL 33602, Main Building Conference Room: 200	
Questions Submitted in Writing	Must be received PRIOR TO: <u>3/20/15</u> <u>2:00 pm</u>	Submit to: Florida Department of Health Central Purchasing Office Attention: <u>Lisa Leavitt</u> 1105 East Kennedy Boulevard, Room 301 Tampa, FL 33602 E-mail: <u>Lisa.Leavitt@flhealth.gov</u>	
Answers to Questions (Anticipated Date)	<u>3/25/15</u>	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu	

Sealed Bids Due and Opened	Must be received PRIOR TO: <u>4/15/15 @</u> <u>2:00 PM EST</u>	PUBLIC MEETING Submit to: Department of Health in HillIsborough County Attention: Lisa Leavitt 1105 East Kennedy Boulevard, Room 315 Tampa, FL. 33602 DO NOT SEND BIDS TO AGENCY CLERK.
Anticipated Posting of Intent to Award	<u>4/20/15</u>	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

#### 2.5. <u>Addenda</u>

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, <u>http://vbs.dms.state.fl.us/vbs/main\_menu</u>. It is the responsibility of the Bidder to be aware of any addenda that might affect their Bid.

#### 2.6. Mandatory Site Visit

A mandatory site visit will be held at the time and location indicated in the Timeline. The site visit will provide Bidders with an opportunity to tour the facilities.

Attendance at the mandatory pre-bid conference is a prerequisite for the acceptance of a bid. Only Bidders that signed the attendance sheet for the mandatory pre-bid conference will be considered responsive.

#### 2.7. <u>Pre-Bid Conference</u>

A manadatory pre-bid conference will be held at the time and location indicated in the Timeline. Bidders may ask questions and seek clarification during the pre-bid conference and submit written questions by the time set forth in the Timeline.

The Department may answer any questions at the pre-bid conference or defer them to a later date as identified in the Timeline. Only written answers are binding.

Attendance at the mandatory pre-bid conference is a prerequisite for the acceptance of a bid. Only Bidders that signed the attendance sheet for the mandatory pre-bid conference will be considered responsive.

#### 2.8. Questions

#### This provision takes precedence over General Instruction #5 in PUR1001.

Solicitation Number: DOH ITB14-031 Invitation to Bid Landscaping Services Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, or hand-delivery), by Procurement Officer in Section 2.1, within the time indicated in the Timeline. Verbal questions or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline and or during the pre-bid conference will be posted on the MyFlorida.com Vendor Bid System web site: <u>http://vbs.dms.state.fl.us/vbs/main\_menu</u>.

#### 2.9. Basis of Award

A single award solicitation will be made to the responsive, responsible Bidder offering the lowest grand total for the services requested in this ITB including delivery, FOB destination.

#### 2.10. Identical Tie Bids

Where there is identical pricing from multiple bidders, the Department will determine the order of award in accordance with Florida Administrative Code Rule 60A-1.011.

#### 2.11. Protests

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post a 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.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., Eastern time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or any other electronic means**. All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

Do not send bids to the Agency Clerk's Office. Send all bids to the Procurement Officer and address listed in the Timeline.

#### The Agency Clerk's mailing address is:

Agency Clerk Florida Department of Health 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749

#### The Agency Clerk's physical address for hand deliveries is:

Florida Department of Health 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749

#### SECTION 3.0: INSTRUCTIONS FOR BID SUBMITTAL

#### 3.1. <u>General Instructions to Respondents (PUR 1001)</u>

This section explains the General Instructions to Bidders (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Bid. http://dms.myflorida.com/content/download/2934/11780

### The terms of this solicitation will control over any conflicting terms of the PUR1001.

#### 3.2. Instructions for Submittal

- 1. Bidders are required to complete, sign, and return the "Price Page" with the bid submittal. (Mandatory Requirement)
- 2. Bidders must submit all technical and pricing data in the formats specified in the ITB.
- 3. Submit one (1) original bid and one electronic copy of the bid on CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
- 4. Bids may be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated in the Timeline.
- 5. Bids submitted electronically will **<u>not</u>** be considered.
- 6. Bids must be submitted in a sealed envelope/package with the solicitation number and the date and time of the Bid opening clearly marked on the outside.
- 7. The Department is not responsible for improperly marked Bids.
- 8. It is the Bidder's responsibility to ensure its Bid is submitted at the proper place and time indicated in the ITB Timeline.
- 9. The Department's clocks will provide the official time for Bid receipt.

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

#### 3.3. <u>Cost of Preparation</u>

Neither the Department of Health nor the State is liable for any costs incurred by a Bidder in responding to this solicitation.

#### 3.4. Public Records and Trade Secrets

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

Simultaneously, the Bidder will provide the Department with a separate redacted paper and electronic copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of the Bidder on the cover, and must be clearly titled "**REDACTED COPY**".

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

#### 3.5. Price Page (Mandatory Requirement)

The Price Page is **Attachment B** of this ITB. Bidders must complete the Price Page as indicated, sign it, and return it with their Bid.

Bidders must also complete and submit the renewal pricing section of the Price Page, **Attachment B**.

#### 3.6. <u>Documentation</u>

Bidders must complete and submit the following information or documentation as part of their Bid:

#### 3.6.1. Experience

Bidders must provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. Bidders may use **Attachment C**, Experience Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Bidder's responsibility. The Department's determination is not subject to review or challenge.

#### 3.6.2. Non-Collusion

Bidders must sign and return with their Bid the Non-Collusion form, **Attachment D.** 

#### 3.6.3. Florida Preference

### Out of state vendors should review the below statute and comply with it to the extent the vendor determines it applies to them:

Bidders must comply with Section 287.084, Florida Statutes, Preference to Florida businesses, which states: (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a Bidder whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Bidder having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive Bidder has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in this state shall be 5 percent.

- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
- (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
- (2) A Bidder whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
- (3)(a) A Bidder whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

#### 3.7. Special Accommodations

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

#### 3.8. <u>Responsive and Responsible (Mandatory Requirements)</u>

Bidders must complete and submit the following mandatory information or documentation as part of their Bid. Any bid which does not contain the information below will be deemed non-responsive.

- Bids must be received by the time specified (Section 2.4).
- Attachment B: Price Page (as specified in Section 3.5).

#### 3.9. Late Bids

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time shown in the Timeline (Refer to **Section 2.4**). Bids that are not received by the time specified will not be considered.

#### SECTION 4.0: SPECIAL CONDITIONS

#### 4.1. General Contract Conditions (PUR 1000)

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, that contains general contract terms and conditions that will apply to any contract resulting from this ITB, to the extent they are not otherwise modified. This document should not be returned with the Bid. http://dms.myflorida.com/content/download/2933/11777

# The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 31 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

#### 4.2. <u>Renewal</u>

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis or for multiple years, for a total of up to three (3) years beyond the initial contract or for the total term of the contract, whichever is longer. Renewals must be in writing, made by mutual agreement, and be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department.

#### 4.3. Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

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

Refer to **Section 3.6.2**: Required Certifications.

#### 4.4. <u>Certificate of Authority</u>

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

#### 4.5. <u>Vendor Registration</u>

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012. Florida Statutes must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 Florida Statutes, with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Bidder must be registered in the MyFloridaMarketPlace system within five (5) days after posting of intent to award.

#### Registration may be completed at:

http://dms.myflorida.com/business\_operations/state\_purchasing/myflorida\_marketplace/ vendors. Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

#### 4.6. <u>Minority and Service-Disabled Veteran Business Enterprise Participation</u>

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

The successful Bidder and their subcontractors must provide a monthly Vendor Diversity Subcontracting Expenditure Report **(Attachment E)** summarizing all subcontracting/material suppliers performed during the reporting period. This report will include the name and address, Federal Employment Identification number and dollar amount expended for each identified subcontractor. A copy of this form must be submitted to the Department's Contract Manager and Vendor Diversity Coordinator.

Bidders do not have to return **Attachement E** with their Bid.

#### 4.7. <u>Commercial General Liability Insurance</u>

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

A. Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a per occurrence limit of not less than \$100,000.

- B. General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than a per occurrence limit of \$1 million and an aggregate limit of \$2 million.
- C. Commercial Automobile Liability Insurance, including owner, non-owned and hired vehicle coverage of not less than \$1 million combined single limit, issued on a per occurrence basis, if operations and services under the contract involve the use of operation of automotive vehicles on the Purchaser's premises.

Certificates of insurance coverage described above must be furnished by the awarded vendor on request of the Department.

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

#### 4.8. Financial Consequences

The Provider is solely responsible for the satisfactory completion of the deliverables described in the Scope of Work. Failure to comply will result in a 100% deduction of the monthly invoiced amount for that specific location.

#### 4.9. <u>Performance Measures</u>

By statute, the resulting contract must contain performance measures. It is the Department's intent to require the Provider to complete one hundred percent (100%) of the deliverables as required by any contract resulting from this ITB.

#### 4.10. <u>Order</u>

Bidders must be familiar with the Department's Order which contains administrative, financial and non-programmatic terms and conditions mandated by federal law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Order is mandatory for Department Direct Orders issued in MFMP as they contain the basic clauses required by law. The terms and conditions contained in the Order Terms and Conditions are non-negotiable. The State of Florida, Department of Health, Order Terms and Conditions are **Attachment F.** 

#### 4.11. Conflict of Law and Controlling Provisions

Any contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the State of Florida. Venue must be Hillsborough County, Florida.

#### 4.12. <u>Termination</u>

Termination must be in accordance with Department of Health's Order Terms and Conditions. Attachment F Section 11.

#### 4.13. Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in Section 119.011(1), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, must be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the successful Bidder's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally cancel the Contract agreement. The successful Bidder will be required to promptly notify the Department of any requests made for public records.

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

The successful Bidder must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

Pursuant to Section 119.0701, Florida Statutes, the successful Bidder must keep and maintain public records that ordinarily and necessarily would be required by the Provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or the public agency in a format that is compatible with the information technology systems of the agency.

#### A. General Information

The Hillsborough County Health Department (HCHD) is one of sixty-seven (67) county health departments under the jurisdiction of the Florida Department of Health (FDOH). The Florida Department of Health in Hillsborough County (FDOH-HC) is authorized to protect, promote and improve the health of all people in the state through integrated state, local and community efforts. The FDOH-HC provides services to the Hillsborough community in the areas of communicable diseases, environmental health, health promotion and education, public health preparedness and WIC & Nutrition. Such services are provided through Health Centers located throughout the county and administrative offices located in Downtown Tampa.

#### B. Background Information

The Health Department representative responsible for this contract is: Earl Harris, Facilities Services Manager, 1105 E. Kennedy Blvd., Tampa, FL 33602.

Services are to include but not limited to mowing, trimming, edging, pruning, weeding, mulching and debris pick-up at our eight (8) locations within Hillsborough County. Vendor will provide at their expense all necessary tools, equipment, fuel, and labor to complete a turn key job.

#### C. Objectives

Objective to procure services for lawn maintenance for designated locations in Hillsbourough County Health Department.

#### D. Locations

Changes in service locations will be made in at least 30 days in advance. A mutual written agreement of both parties through an amendment to the contract or change order to the purchase order. The Department reserves the right to add or remove service locations as necessary. The total monthly unit price will be adjusted based on site specifics.

Eight (8) locations within Hillsborough County as shown in the table below:

SITE	ADDRESS		
1	Joyce Ely WIC Office		
	205 14 <sup>th</sup> Avenue S.E., Ruskin, FL 33570		
2	Sulphur Springs Health Center		
	8605 N. Mitchell Avenue, Tampa, FL 33604		
3	TB Health Center		
	8515 N. Mitchell Avenue, Tampa, FL 33604		
4	University Area Community Health Center		
	13601 N. 22 <sup>nd</sup> St., Tampa, FL 33613		
5	North Hillsborough Health Center		
	9827 N. Sheldon Rd., Tampa, FL 33635		
6	College Hill Health Center		
	2313 E. 28 <sup>th</sup> Avenue, Tampa, FL 33610		
7	Kelton Health Center		
	4704 B Montgomery Avenue, Tampa, FL 33616		
8	Downtown Building		
	1105 Kennedy Blvd., Tampa, FL 33602		

Aerial illustration of site boundaries will be handed out on day of site visits, as stated on timeline.

#### E. <u>Vendor Responsibilities</u>

The landscaping firm retained by the Department to provide all services as defined herein, who must be ultimately held responsible for total Contract compliance of all terms and conditions of this Agreement by its employees, staff, sub-consultant(s) and agents.

The Landscaping vendor must have a minimum of one (1) year of experience in supervising and managing landscaping work. Providing a complete, currently maintained / updated listing of Material Safety Data Sheets (MSDS) for all landscaping supplies / chemicals utilized during the course of this contract by the Landscaping Vendor and/or any sub-consultant(s). This listing shall be kept readily accessible for use by the Landscaping Vendor's staff and sub-consultant(s).

Vendor must provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by Laws, Regulations, Ordinances, and/or manufacturers instructions for materials and equipment. Vendors' employees must be in company uniform during the performance of maintenance duties.

Vendor must perform work when access to site is least imposing or when scheduled by designated Health Department representative.

#### F. Damage

Vendor must perform an entire inspection of all facilities and report back to the Facilities Manager at the beginning of the contract any damages found.

Vendor must immediately notify the Facilities Manager of damaged grass and/or plant materials resulting from vehicular damage, storm damage and/or vandalism.

All observed hazards must be reported immediately to the Facilities Manager.

The vendor must be responsible for repairs or replacement of grass, all plants, materials, equipment and property damaged by his/her employees during performance of maintenance duties. This includes damage caused by neglect or failure of the vendor to provide proper or timely insect, fungus, and weed control.

The Facilities Manager will determine the degree of damages and notify the contractor of his responsibility. All repairs must be completed within three (3) calendar days, with the exception of sprinkler damage. Sprinkler system damage must be reported within twenty-four (24) hours.

#### G. <u>Debris</u>

Prior to service, pick-up all trash from site lot. All debris (i.e., grass, tree trimming, hedge clippings, tree branches, broken limbs, pine cones, gravel/sand. Stones, asphalt, concrete, cigarettes, cans, paper, glass, and litter) must be removed from entire site and disposed of.

All plant beds, ground covers, and mulched areas must be maintenance free of weeds, trash, fallen limbs and dead vegetation at each site visit.

All debris must be removed at each site visit; to include parking lot, sewer drains, sidewalks, etc.

#### H. Scheduling

Vendor must provide monthly schedule of service to Facilities Manager prior to each month. If vendor is unable to perform services on scheduled date, must notify Facilities Manager immediately. Any site services not completed on scheduled date must be completed the next day. If weather or other conditions will not permit mowing, vendor shall complete weeding and trimming tasks.

Vendor must bid price per service in accordance with the specifications contained herein.

Breakdown Table			
April – October	Every 7 days		
November – March	Every 10 days		

Each service listed below in Sections I. – Q. must be completed in the frequency in the Breakdown Table.

#### I. <u>Mowing</u>

Turf areas must be maintained in a healthy, growing, green, trim condition. Mowing must be performed to ensure a 3" inch height, smooth surface appearance without scalping or leaving any missed, uncut grass. Mowing must not be performed when weather or other would cause damage to turf. Mowing must be performed carefully so as not to "bark" trees or shrubs, intrude into grounds cover beds, displace mulch, or damage sprinkler heads, etc. Vendor must not discharge cuttings from mower into plant or mulch beds.

Line trimming machines must not be used in areas accessible to mowers. Prior to mowing, the vendor must be responsible for the removal of trash, litter, and debris including that, which could cut or be scattered by mowing.

#### J. Swale Areas, Around Retention Ponds

Use line trimming or brush cutting machine when not accessible to mowers.

#### K. <u>Trimming</u>

Grass must be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass must be trimmed at the same height as adjacent turfs mowed. Areas requiring trimming include buildings, fences, walls, poles, electrical boxes, trees, spinklers, pavement edges, plant beds, etc. Line trimming machines must not be used in areas accessible to mowers.

#### L. Edging

Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces, curb, drives, patios, decks, will be completed during each mowing. Edging of all bed areas and tree wells will be done in conjunction with each mowing. Edging will be performed to result in neat vertical uniform lines and uniformed depths. Plant growth on paved surfaces, curb, sidewalks, etc., will be removed/sprayed to kill vegetation in cracks, etc., to maintain a clean, neat appearance. An approved herbicide such as "Round-Up" can be used to control

weeds. Any equal herbicide must have prior approval from the health department representative(s).

#### M. Parking Lot

Clean and dispose of all trash and debris in entire parking lot at each service location. Power sweep all hard surface areas after each service including parking areas, curbs and sidewalks.

#### N. Fence Line

All vegetation (i.e. grass, vines, Brazilian pepper, Australian pine, Melaleuca) must be removed from both sides of the fence. The contractor shall remove all vegetation on the fence by manual removal process (i.e. hand trimming) and chemical means at each site visit. Any chemicals other than "Round-Up" must have prior approval from the health representatives.

#### O. Pruning/Trimming of Shrubs, Plants, Trees, and Bushes

Tree pruning/trimming must comply with the American National Standards Institute (ANSI300 = 1995).

All shrubs, plants, trees and bushes must be trimmed and/or pruned twice a month to maintain a manicured appearance. Trees must be trimmed and/or pruned up to height accessible from the ground. Vendor must use long handle pruning saws for all trees.

All plants must be maintained to well-shaped appearance according to each species natural growth habits. Flowering shrubs must be pruned in the proper season to allow full flowering potential for the following flower season. All plants must be kept pruned away from all structures.

The vendor must prune all hedges and plant materials under the direction of health department representative(s).

"Maintenance pruning" of trees must consist of the removal of dead and/or broken branches; suckers, sprouts or foreign growths from the tree base or below; and pruning to prevent encroachment of branches over street, into private property, obscuring view of signs or traffic, particularly at road intersections, or interference with lighting.

All tree pruning must be accomplished with standard practices as follows: Use clean sharp cutting tools designed for pruning; do not use machetes for any pruning or trimming.

Cut branches 1/4" away from collar to promote healing, leaving no stubs. Remove from all trees as necessary any vines, debris, signs or any other material attached to the trunk.

Remove all dead or broken branches, including dead palm fronds from trees in the accepted manner.

Special emphasis will be placed on safety during tree pruning operations, particularly when working over or adjacent to roads or walkways.

The vendor must trim all unsightly tree limbs accessible from the ground, as required, and in accordance with good horticultural practices. Trees that overhang parking areas will be kept trimmed so that limbs do not come into contact with parked cars. All tree cutting/debris must be removed from the site on the same day as cut.

#### P. Weeding

Weeding and cleaning of all planters, plant beds, including all hedges and ringed areas around trees, will be completed during each site visit to maintain a manicured appearance. For the purpose of this specification a weed will be considered as any undesirable or misplaced growth. Weeding must be accomplished by hand or with manual hand tools only. Line trimming machines must not be used for weeding. Herbicides and Pre-murse must also be used as a means of weed control in conjunction with this task. Selective broadleaf weed killer must be used at the request of health department; during the periods of mid-November – mid-March.

#### Q. Mulching

Provide mulching for all eight (8) sites. All mulch must be approved prior to installation. Florida Red wood chip mulch and Cypress wood chip mulch must be used.

Vendor must certify that mulch does not contain CCA (Chromium, Copper, Arsenic), demolition or recycled construction wood.

Vendor must rake mulch on every site visit to enhance aesthetics and break up any underlying hydrophobic layers to allow for better water percolation.

Vendor must install new mulch in all plant beds, hedges and tree rings and other currently mulched areas, two (2) times a year in April and October. Mulch must be installed to raise the mulch bed to a minimum depth of three (3) inches.

Vendor must remove all weeds and unwanted plant growth from mulch beds prior to mulching.

Vendor must not pile mulch up against tree trunks. Keep mulch a minimum of 3 to 6 inches away from trunks and stems of young trees and shrubs and 8 to 12 inches away from the trunks of older trees and shrubs.

#### ATTACHMENT B PRICE PAGE

#### **Basis of Award**

A single award solicitation will be made to the responsive, responsible Bidder offering the lowest grand total for the services requested in this ITB including delivery, FOB destination.

Service Location	Monthly	3 Year Initial Term <u>(7/1/15 – 6/30/18)</u>
Florida Department of Health – Hillsborough County College Hill Health Center - 2313 E. 28 <sup>th</sup> Ave. Tampa, FL 33610	\$x 36	\$
Joyce Ely WIC Office- 205 14 <sup>th</sup> Ave. S.E. Ruskin, FL 33570	\$x 36	\$
Kelton Health Center- 4704 B Montgomery Ave. Tampa, FL. 33616	\$x 36	\$
North Hillsborough Health Center & WIC Office- 9827 N. Sheldon Rd. Tampa, FL. 33635	\$x 36	\$
Florida Department of Health – Hillsborough County - 8515 N. Mitchell Ave. Tampa, FL. 33604	\$x 36	\$
Sulphur Springs Clinic - 8605 N. Mitchell Ave. Tampa FL. 33604	\$x 36	\$
University Area Community Health- 13601 N 22 <sup>nd</sup> St. Tampa, FL. 33613	\$x 36	\$
Florida Department of Health – Hillsborough County- Main /Annex & Brush- 1105 E Kennedy Blvd. Tampa, FL. 33602	\$x 36	\$
		\$ Initial Term Total

#### ATTACHMENT B PRICE PAGE

Renewal years will be from July 1, 2018 thru June 30, 2021.

Service Location	Monthly	3 Year Renewal Term (7/1/18 – 6/30/21)
Florida Department of Health – Hillsborough County College Hill Health Center - 2313 E. 28 <sup>th</sup> Ave.	\$x 36	\$
Tampa, FL 33610 Joyce Ely WIC Office- 205	\$^X 30	ې
14 <sup>th</sup> Ave. S.E. Ruskin, FL 33570	\$x 36	\$
Kelton Health Center- 4704 B Montgomery Ave. Tampa, FL. 33616	\$x 36	\$
North Hillsborough Health Center & WIC Office- 9827 N. Sheldon Rd. Tampa, FL. 33635	\$x 36	\$
Florida Department of Health – Hillsborough County - 8515 N. Mitchell Ave. Tampa, FL. 33604	\$x 36	\$
Sulphur Springs Clinic - 8605 N. Mitchell Ave. Tampa FL. 33604	\$x 36	\$
University Area Community Health- 13601 N 22 <sup>nd</sup> St. Tampa, FL. 33613	\$x 36	\$
Florida Department of Health – Hillsborough County- Main /Annex & Brush- 1105 E Kennedy Blvd. Tampa, FL. 33602	\$x 36	\$
		\$ Renewal Term Total

Grand Total \$\_\_\_\_

(Initial + Renewal Term)

#### ATTACHMENT B PRICE PAGE

Bidder Name:	
Bidder Mailing Address: _	

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

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

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

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

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the attached Order (Attachment F).

#### Signature of Authorized Representative\*: \_\_\_\_\_

#### Printed (Typed) Name and Title: \_\_\_\_\_\_

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

#### ATTACHMENT C EXPERIENCE FORM Section <u>3.6.1</u>

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

Bidders must provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. Bidders may use this experience form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Bidder's responsibility. The Department's determination is not subject to review or challenge.

	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
1.	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$
	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
2.	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

#### ATTACHMENT C EXPERIENCE FORM Section <u>3.6.1</u>

	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
3.	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

#### ATTACHMENT D STATEMENT OF NON-COLLUSION

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

Signature of Authorized Representative\*

Date

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



#### ATTACHMENT E DEPARTMENT OF HEALTH (DOH) VENDOR DIVERSITY SUBCONTRACTING EXPENDITURE REPORT

#### **INSTRUCTIONS:**

**<u>PROVIDERS</u>** please complete this report and submit to the DOH Contract Manager.\* **<u>PROVIDERS</u>** and their subcontractors (if any) must report <u>all</u> subcontracting expenditures.

DOH Providers' Name:

DOH Providers' Subcontractor Name: *(if applicable)* 

DOH Contract or Order Number:

Reporting Month and Year: (the period that your current invoice

Subcontractor(s) Name and Address	FEIN No.	Expenditure Amount

NOTE: Separate sheets may be used, as needed.

#### DEPARTMENT OF HEALTH USE ONLY CONTRACT MANAGER INSTRUCTIONS:

PLEASE FORWARD COMPLETED FORMS TO: BUREAU OF GENERAL SERVICES, CENTRAL PURCHASING OFFICE ATTENTION: VENDOR DIVERSITY COORDINATOR 4052 BALD CYPRESS WAY, STE. 310 TALLAHASSEE, FLORIDA 32399-1734 VendorDiversity@flhealth.gov

No later than the 7<sup>th</sup> of the month following the reporting month.

Solicitation Number: DOH ITB14-031 Invitation to Bid Landscaping Services

#### \*PROVIDER INSTRUCTIONS:

- 1. **DOH PROVIDERS' NAME:** Enter the Company Name as it appears on your DOH Contract.
- 2. **DOH PROVIDERS' SUBCONTRACTOR NAME:** Enter the Company Name of the DOH Providers' subcontractor, who expenditures are being reported for, if applicable.
- 3. **DOH CONTRACT OR ORDER NUMBER:** Enter DOH Contract Number or Purchase (Direct) Order Number.
- 4. **REPORTING MONTH AND YEAR:** Enter the time period that your current invoice covers.
- 5. **C/MBE Entity Name and Address:** Enter the CMBE or MBE Subcontractor's Name and Address.
- 6. **FEIN No.** Enter the Subcontractor's Federal Employment Identification Number. This information can be obtained from the subcontractor.
- 7. **EXPENDITURE AMOUNT:** Enter the amount expended with the subcontractor for the time period covered by the invoice.

ENCLOSE THE COMPLETED FORM AND SEND TO YOUR DOH CONTRACT MANAGER

#### ATTACHMENT F STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH) ORDER TERMS AND CONDITIONS

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

- 1. Vendor is an independent contractor for all purposes hereof.
- 2. The laws of the State of Florida shall govern this order and venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
- 3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
- 4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- 5. Vendor shall maintain confidentiality of all data, files, and records related to the services / commodities provided pursuant to this order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
- 6. Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this order, as well as for any determination arising out of or related to this order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the DOH. This order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
- 7. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
- 8. If this order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The Department, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions.

#### ATTACHMENT F STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH) ORDER TERMS AND CONDITIONS

Vendor, its employees, or agents shall have no right to challenge the Department's determination pursuant to this paragraph.

- 9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
- 10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

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

#### 11. TERMINATION:

a. Termination at Will

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

b. Termination Because of Lack of Funds

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

c. Termination for Breach

This purchase order may be terminated for the vendor's non-performance upon no less than twenty-four (24) hours notice in writing to the vendor by certified mail, return receipt requested or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this purchase order shall

#### ATTACHMENT F STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH) ORDER TERMS AND CONDITIONS

not be deemed to be a waiver of any other breach and shall not be construed to be modification of the terms of this contract. The provisions herein do not limit the DOH's right to remedies at law or in equity.

- 12. The terms of this order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this order shall govern.
- 13. In accordance with Executive Order 11-116, "[t]he provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <u>https://e-verify.uscis.gov/emp</u>, to verify the employment eligibility of all <u>new employees</u> hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all <u>new employees</u> hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be incompliance with this provision."
- 14. The employment of unauthorized aliens by any vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A Vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting Contract.
- 15. DOH will not contract with a Vendor that restricts the employment of its employees or contractors after conclusion or termination of a DOH order. By accepting this order, the Vendor specifically agrees to this provision.
- 16. Pursuant to Section 119.0701, Florida Statutes, Vendor must keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service(s) required by this contract. Vendor must allow access to the public records it maintains on the same terms and conditions that a public agency would, at a cost that does not exceed the costs provided in Chapter 119 or otherwise by law. Vendor must ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed, except as authorized by law. Vendor must meet all requirements for retaining public records and transfer, at no cost, to the Department, all public records in the possession of the contractor upon termination of the contract and destroy duplicates that are exempt or confidential from public records disclosure requirements. Vendor must provide any electronic records to the Department in a format that is compatible with IT systems of the Department.
- 17. The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: <a href="https://flvendor.myfloridacfo.com/">https://flvendor.myfloridacfo.com/</a>.