

TITLE PAGE
DEPARTMENT OF HEALTH
DIVISION OF EMERGENCY MEDICAL OPERATIONS
OFFICE OF INJURY PREVENTION

INVITATION TO BID

FOR

BICYCLE HELMETS

DOH10-069

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Authorized Signature (Manual): _____

Authorized Signature (Typed) and Title: _____

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TIMELINE

SCHEDULE	DUE DATE	METHOD
ITB Advertised - Released	March 23, 2011	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu
Questions submitted in writing	Prior to 4:30 PM EST March 30, 2011	Submit to: Florida Department of Health Attn: Sonja German-Jones, Ste 310 4052 Bald Cypress Way, Bin B07 Tallahassee Florida 32399-1749 Fax: 850-412-1192 Email: sonja_german@doh.state.fl.us
Answers to Questions	April 1, 2011	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu
SEALED BIDS DUE AND OPENED	Must be received PRIOR to: April 11, 2011 by 2:30pm EST	Submit to: Florida Department of Health Attn: Sonja German-Jones, Ste 310 4052 Bald Cypress Way, Bin B07 Tallahassee Florida 32399-1749
Anticipated Posting of intent to Award	April 13, 2011	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001), as amended.

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. It is incorporated by reference. Attachment: This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health.

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

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000), as amended.

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. It is incorporated by reference. Attachment: This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health.

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

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to establish a contract for the purchase of bicycle helmets for the Department of Health, Division of Emergency Medical Operations, Office of Injury Prevention. The single most effective safety device available to reduce head injury and death from bicycle crashes is a helmet. These helmets will be distributed through the Florida Bicycle Helmet Promotion Program to increase helmet usage among children.

3.2 Definitions

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

- "Vendor Bid System" and "VBS" refers to the State of Florida internet-based vendor information system at [http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu)

3.3 Term

It is anticipated that the contract resulting from this ITB will be for a two (2) year period from the purchase order issue date.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 General Statement

The purpose of this Invitation to Bid (ITB) is to establish a contract for the purchase of bicycle helmets for the Florida Department of Health, Division of Emergency Medical Operations, Office of Injury Prevention. The single most effective safety device available to reduce head injury and death from bicycle crashes is a helmet. These helmets will be distributed through the Florida Bicycle Helmet Promotion Program to increase helmet usage among children.

4.2 Specifications

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

4.3 Helmet Fitting Instructions

Bicycle helmet fitting instructions are to be furnished with each shipment at no additional cost to the Department.

4.4 Warranty

All helmets purchased through a bid must be warranted against defects, poor workmanship, and insufficient performance, and must cover a period of not less than one (1) year from the date of purchase.

Replacement of any defective part within the warranty period shall be provided within 45 days, without cost, to the Department. However, the warranty shall not cover adjustment, repair, or parts replaced due to the Department's negligence or misuse.

Warranty documentation is required with bid submission.

4.5 Delivery

Adherence to delivery schedules, stated in this ITB, is critical to the success of this project. Vendors are cautioned to note the delivery schedules established.

All helmets must be delivered to the FOB destination no later than May 23, 2011. All deliveries shall be made to FOB destination and include inside delivery. Failure by the vendor to provide the bicycle helmets within the delivery time designated shall cause the Department to consider the vendor in breach of contract.

Shipments will be made to multiple sites throughout Florida, as directed by the Department. A list of locations, quantity for each location and helmet sizes to be shipped is provided as Attachment II in this ITB. The vendor will notify the Office of Injury Prevention representative by email of shipments, within two (2) days of each shipment. The Office of Injury Prevention representatives will be provided to the awarded vendor.

Any helmets damaged during shipping or delivery shall be rejected. Helmets shall be repaired or replaced at the Department's discretion, at no additional cost to the Department.

4.6 Documentation

Submit the following documentation, including but not limited to:

- Title Page
- Warranty Documentation

4.7 Responsive and Responsible

The Bidder shall complete and submit the following mandatory information or documentation as a part of the Bid Package. Any response in which this information is not used or are improperly executed may be considered non-responsive and the bid may be subject to rejection.

- Price Page
- Helmet Samples

4.8 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful respondent’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract results from this ITB 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 shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During 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 agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful bidder further agrees to hold the department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful bidder of confidential records whether public record or not and promises to defend the department against the same at its expense.

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

SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

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

5.1 Instructions for Bid Submittal

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

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

5.2 Public Records and Trade Secrets

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

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

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

5.3 Bidder Inquiries

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

During the active competitive solicitation process, communications are restricted to those submitted, in writing, during the period identified in the ITB Timeline. Therefore, questions related to this ITB must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Inquiries submitted after the period specified in the Timeline, however, will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:
Florida Department of Health
Attention: Sonja German-Jones, Suite 310
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1192
Email: sonja_german@doh.state.fl.us

However, note that pursuant to s. 287.057(23):

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.

5.4 Special Accommodations

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

5.5 Price Page

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

5.6 Required Certifications

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

SECTION 6.0 SPECIAL CONDITIONS

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

6.1 Additional Quantities

This Special Condition takes precedence over General Conditions #5 in PUR1000.

The Department reserves the right to purchase additional quantities of the items requested in this ITB for twelve (12) months from date of award on an as-needed basis up to the amount shown on the bid, but not to exceed the amount listed in s. 287.017(2) for Category Two.

6.2 Cost of Bid Preparation

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

6.3 Vendor Registration

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

Information about the registration is available, and registration may be completed, at http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8:00 AM - 5:30 PM Eastern Time) to register.

6.4 Verbal Instructions Procedure

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

6.5 Addenda

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

6.6 Unauthorized Aliens

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

6.7 Certificate of Authority

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

6.8 Bid Evaluation

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

6.9 Basis of Award

A single award shall be made to the responsive, responsible bidder offering the lowest grand total for the items requested in this ITB. All shipping and handling must be included in the unit cost, FOB destination.

6.10 Identical Tie Bids

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

6.11 Minority and Service-Disabled Veteran Business - Participation

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

6.12 Subcontractor

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

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

In accordance with Executive Order No. 11-02, all subcontractors assigned to perform work pursuant to the contract with the state agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons assigned by the subcontractor to perform work pursuant to the contract with the state agency. (See Section 6.21)

6.13 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a bidder who responds to a request for information form being eligible to contract with an department." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, Attachment III.

6.14 Commercial General Liability Insurance

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

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

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

Certificates of insurance coverage described above shall be furnished by the awarded vendor within five (5) days after notice of award. Failure, by the awarded vendor to furnish the required certificates within the time designated, shall cause the Department to withdraw the award and proceed with the next lowest responsive vendor.

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

6.15 Standard Contract/Direct order

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

6.16 Termination

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

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

6.17 Conflict of Law and Controlling Provisions

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

6.18 E-Verify Registration

In accordance with Executive Order No. 11-02, all Executive agencies shall require their contractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the state agency.

Information about the registration is available, and registration may be completed, at

http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1

For more information about E-Verify you may contact the E-Verify Customer Support, Monday through Friday, from 8 a.m. to 5 p.m. at 888-464-4218 or via email at E-Verify@dhs.gov.

ATTACHMENT I SPECIFICATIONS

1. **Bicycle helmets shall meet the following specifications:**

The vendor shall meet current American Society for Testing and Materials (ASTM) standards F-147-91A, as certified by the Safety Equipment Institute (SEI). Helmets shall meet the US Consumer Product Safety Commission (CPSC) standards as published under Title 16 of the Code of Federal Regulations, Part 1203.

2. **Helmet requirements:**

A. **Sizes** — Helmets must be available in the following sizes:

- i. **Toddler:** no less than 18½" — not more than 21¼"
- ii. **Child:** no less than 20¾" — not more than 22½"
- iii. **Youth:** no less than 21½" — not more than 23½"
- iv. **Adult:** no less than 23" — not more than 25"

B. **Each Helmet Must:**

- i. Have a rear safety reflector
- ii. Have a quick release, high impact clasp
- iii. Have five (5) or more vents
- iv. Include a fit adjustment system other than multiple detachable sizing pads
- v. Include instructions for helmet fitting

Note: The instructions may be on a separate sheet of paper contained in the individual helmet package.

C. **Helmet Colors** — The vendor is required to deliver helmets that are bright colors (such as red, blue, yellow, green, purple, or pink) attractive, appealing to children, and that come in a variety of colors or prints.

- i. A minimum of five (5) different colors or prints is required
- ii. Black helmets with or without piping and white helmets with or without piping will not be accepted
- iii. The color of the Expanded PolyStyrene (EPS) lining (black or white) must be specified by the vendor

D. **Helmet Packaging** — Each helmet must be packaged in hard plastic and labeled. The labels must be placed in such a way that each label can be easily read if the helmets are stacked.

Labels must include:

- i. Manufacturer's name
- ii. Manufacturer's address
- iii. A description of the product
- iv. Size of the helmet, including the diameter of the helmet in inches (i.e. Toddler 20" to 21 1/4")

E. Multi-sport helmets may be substituted, as long as they meet the helmet specifications and the price remains the same.

3. **Vendor requirements:**

The vendor is required to submit helmet samples with their bid response.

A minimum of one (1) representative sample of the bicycle helmets for each size, as specified in Section 2A above, for a total of four (4) helmets. Samples must meet all of the specifications listed in Section 1 and 2 above.

**ATTACHMENT II
PRICE PAGE**

A single award shall be made to the responsive, responsible bidder offering the lowest grand total for the items requested in this ITB. All shipping and handling must be included in the unit cost, FOB destination.

Manufacturer's Name: _____

Description	Estimated Quantity (Per Year)	Unit Cost	Total
Toddler 18½" — 21¼"	1,725	(x) _____	(=) _____
Child 20¾" — 22½"	8,810	(x) _____	(=) _____
Youth 21½" — 23½"	9,405	(x) _____	(=) _____
Adult 23" — 25"	2,010	(x) _____	(=) _____
GRAND TOTAL			\$
Helmet Colors Available			
Toddler	_____		
Child	_____		
Youth	_____		
Adult	_____		

All helmets must be delivered no later than May 15, 2011. Failure by the vendor to provide the bicycle helmets within the delivery time designated shall cause the Department to consider the vendor in breach of contract.

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

Authorized Representative: _____

(Signature)

Name and Title: _____

(Print or Type)

Company: _____

Email Address: _____

Phone Number: _____ **Fax Number:** _____

**ATTACHMENT III
SHIPPING LOCATIONS**

Contact Person		Organization / Agency	Drop Ship Address	Telephone Number	Notes:
Last Name	First Name				
DeSouza	Michael	American Ambulance Inc. S. FL	American Ambulance Inc., 2570 S.Park Road Pembroke Park, FL 33009	954.275.5563	
Jeralsds	Pam	Baker CHD	Baker CHD 480 W. Lowder Street Macclenny, FL 32063	904.653.5246	
Landoskey	Debbie	Boca Raton Police Dept Traffic & Bicycle Safety Education Program	Boca Raton Police Dept. 100 NW Boca Raton Blvd. Boca Raton, FL 33432	561.347.3930	
Pietrangelo	Joe	Bradford CHD	Bradford County Health Department 1801 North Temple Ave. Starke, FL 32091	386.496.3211	
Smith	Kim	Brevard County Safe Kids/The Source of Safety, Inc.	ADS 7715 Progressive Circle West Melbourne, FL 32904	321.690.6890	
Grantham	Bonita	Calhoun CHD	Calhoun CHD 19611 SR 20 West Blountstown, FL 32424	850.674.5645 x-234	
Delaney	Melanie	Century Ambulance Service	Century Ambulance Service 2144 Rosselle Street Jacksonville, FL 32204	904.356.2828	
Phillips	Dale	Charlotte County Sheriff's Office	Charlotte County Sheriff's Office Attn: Pete Clerks 1441 Tamiami Trail Port Charlotte Town Center Mall, Unit 775 Port Charlotte, FL 33948	941.258.3947	
Bamishigbin	Olivia	Children's Medical Services - BSCIP	CMS-BSCIP 155 South Miami Ave., Ste. 1000 Miami, FL 33130	305.679.6603	
Littnan	Susan	Citrus CHD	Citrus CHD 120 N. Montgomery Ave. Inverness, FL 34450	352.726.1731 x-242	
Stacks	Cheryl	City of St. Petersburg, Bicycle Pedestrian Program	City of St. Petersburg, Transportation 1744 9th Ave. North St. Petersburg, FL 33713	727.892.5328	
Steinberg	Mary Ann	Clay CHD	Clay CHD 1305 Idlewild Avenue Green Cove Springs, FL 32043	904.529.2810	

Whetsell	Cindy	Collier CHD	Collier CHD 3339 East Tamiami Trail, Ste. 145 Naples, FL 34112	239.252.2684	
Clemons	Adrienne	Columbia CHD	Columbia CHD 217 NE Franklin Street Lake City, FL 32055	386.758.1193	
Fader	Karen	Community Safety Coalition	Community Safety Coalition 4428 Lafayette Street #209 Marianna, FL 32446	850.526.2861	
Lindsay	Karin	CorPlan Services	CorPlan Services 1362 Edison Tree Road Apopka, FL 32712	407.889.8902	
Duncan	Malvina	Dade County SAFE KIDS/Miami Children's Hospital	Miami Children's Hospital 3100 SW 62nd Avenue Miami, FL 33155	305.666.6511 x-4104	
Kurtz	Penny	DeSoto CHD	DeSoto CHD 34 Baldwin Avenue Arcadia, FL 34266	863.993.4601 x-130	
Roberts	Christy	Dixie CHD	Dixie CHD 149 Northeast 241 St. Cross City, FL 32628	352.498.4590	
Redding	Debi	Emergency Services & Homeless Coalition of St. Johns County, Inc.	Emergency Services & Homeless Coalition of St. Johns County, Inc. 523 West King Street St. Augustine, FL 32084	904.824.6623	
Jones	Tina	Epilepsy Foundation	Epilepsy Foundation of Florida 5209 San Jose Blvd, Suite 101 Jacksonville, FL 32207	904.731.3752	
Parent	Eddie	Escambia CHD	Escambia CHD 1295 West Fairfield Drive Pensacola, FL 32501	850.595.6020	
Lachendro	Mary	Flagler CHD	Flagler CHD 301 Dr. Carter Blvd. Bunnell, FL 32110	386.437.7350 x-2227	
Jefferies	Canella	Gadsden CHD	Gadsden CHD 278 Dr. Lassalle Leffall Drive Quincy, FL 32351	850.875.7200 x-341	
Sutherland	Mimi	GATE Program - South Miami/Coral Gables Elks Lodge # 1676	6304 SW 78th Street South Miami, FL 33143	786.466.8400	
Asbell	Wesley	Gilchrist CHD	Gilchrist CHD 119 NE 1st Street Rm 122 Trenton, FL 32693	352.463.3120 x-123	
Bond	Leslie	Hardee CHD	Hardee CHD 115 K. D. Revell Road Wauchula, FL 33873	863.773.4161 x-169	
Sanchez	Sadi	Hendry CHD	Hendry County Health Dept 1140 Pratt Blvd LaBelle, FL 33935	863.674.4041 x-168	

Ellis	Ann-Gayl	Hernando CHD	Hernando CHD 15470 Flight Path Drive Brooksville, FL 34604	352.540.6817	
Corbin	Traci	Holmes CHD	Holmes CHD 603 Scenic Hill Circle Bonifay, FL 32425	850.547.8500 x-249	
Powell	Kelly	Housing Partnership, Inc/ Safe Kids of Palm Beach County	StorAll Storage 4390 Hypoluxo Rd Lantana, FL 33462	561.727.1048	Call 561.801.1300 in advance to schedule delivery
Gentgen	Joan O.	Indian River CHD	Indian River CHD 1900 27th Street Vero Beach, FL 32960	772.794.7479	
Martin	Sandy	Jackson CHD	Jackson CHD 3045 4th Street Marianna, FL 32446	850.526.2412 x-158	
Guyton	Jackie	Jefferson CHD	Jefferson County Health Department 960 Rocky Branch Rd. Monticello, FL 32344	850.342.0170 x-1194	
Bliss	Kathy	Joan Walker Elementary School	Joan Walker Elementary School 3101 Snow Hill Road Chuluota, FL 32766	407.871.7350	
Welborn	Kelly	Junior League of Ft. Myers	The Junior League of Ft. Myers 12995 South Cleveland Avenue, #157 Ft. Myers, FL 33907	239.691.9912	
Junior League Office	NA	Junior League of Gainesville	Junior League of Gainesville 430-A North Main Street Gainesville, FL 32601	352.376.3805	
Garretson	Susan	Junior League of Greater Fort Lauderdale	Junior League of Greater Ft. Lauderdale 704 SE 1st Street Ft. Lauderdale, FL 33301	954.462.1350	
Levengood	Deanna	Junior League of Manatee County	Junior League of Manatee County 520 27th Street West Bradenton, FL 34209	941.748.0101	
Zamikoff	Shana	Junior League of Sarasota	Junior League of Sarasota 3300 South Tamiami Trail, #3 Sarasota, FL 34239	941.953.5600	
Bandish	Jean	Junior League of South Brevard	Junior League of South Brevard, Inc. 1501 Avocado Ave., Ste 2 Melbourne, FL 32935	321.426.6551	
Shaw	Lyndsey	Junior League of St. Petersburg	The Junior League of St. Petersburg 500 Dr. Martin Luther King Street N., Suite 201 St. Petersburg, FL 33701	727.895.5018	

Donovan	Jeremy	Kissimmee Fire Department	Osceola County Fire/Rescue 707 Sawdust Trail Kissimmee, FL 34744	407.518.2201	
Pabon	Cynthia	Kissimmee Police Department	Kissimmee Police Department 8 North Stewart Ave. Kissimmee, FL 34741	407.847.0176 x3267	
Tysall	Jacquelyn	Lafayette County Sheriffs Office	231 Northwest Monroe Avenue Mayo, FL 32066	386.294.1222	
Washington	Anthony	Lake CHD	Lake CHD 16140 US Hwy 441 Eustis, FL 32726	352.358.1668	
Mulligan	Heather	Lake Placid Police Department	Lake Placid Police Department 8 North Oak Avenue Lake Placid, FL 33852	863.699.3758	
D'Urso Landrito	Jennifer Jo	Leon CHD	Uncle Bob's Storage 470 Capital Circle NW Tallahassee, FL 32304	850.606.8150	
Smith	Connie	Leon County School	Killearn Lakes Elementary School 8037 Deerlake Dr. East Tallahassee, FL 32312	850.921.1265	
Locke	Diana Gayle	Levy CHD	Levy CHD 66 W. Main Street Bronson, FL 32621	352.486.5300	
Schmarje	Cathia	Liberty County Extension/4-H Office	Liberty County Extension/4-H Office 10405 NW Theo Jacobs Way Bristol, FL 32321	850.643.2229	
Mitchell	Shanetha	Madison CHD	Madison County Health Department 218 SW Third Avenue Madison, FL 32340	850.973.5000 x-213	
McCroan	Donna	Marion CHD/Safe Kids	Marion CHD 1801 SE 32nd Ave. Ocala, FL 34478	352.629.0137 x-2251	
Thomas	Karen A.	Martin CHD	Martin CHD 3441 SE Willoughby Blvd Stuart, FL 34994	772.221.4030 x-2130	
Judge	Peter	Miami-Dade Police Dept. Palmetto Bay Policing Unit	Village of Palmetto Bay 8950 Southwest 152 Street Miami, FL 33157	305.259.1288	
Tittel	Christopher	Monroe CHD	Monroe County CHD 1100 Simonton Street Key West, FL 33040	305.809.5653	
Von Mohr	Mary	Nassau CHD	Nassau CHD 30 South 4th Street Fernandina Beach, FL 32034	904.548.1810 x-5225	
Fulton	Deborah	North Central Florida Safe Kids/Shand's Children's Hospital	Gainesville Mini Storage 4430 SW 34th St (Unit 24) Gainesville, FL 32608	352.231.4636 or 352.284.5655 (cell)	

Hatcher	Jade G.	North Florida Child Development, Inc.	North Florida Child Development, Inc. Attn: Sharon Gaskin 200 East 2nd Street Wewahitchka, FL 32465	850.532.8181	
Dennis	Cynthia	Northeast Florida SAFE KIDS/Wolfson Children's Baptist Hospital	U -Store- It Attn: Cynthia Dennis 8121 Point Meadows Drive Jacksonville, FL 32256 (904) 534-0045 or (904) 996-8194	904.202.4302	
Gruener	Leilani	Office of Injury Prevention	Florida Department of Health Office of Injury Prevention 4025 Esplanade Way, 3rd Fl Tallahassee, FL 32399	850.245.4440 x-2466	Call in advance to schedule delivery (if not available, call 850.245.4440 x-2700)
Riley-Broadnax	Debra	Okaloosa CHD	Okaloosa CHD 221 Hospital Drive Fort Walton, FL 32548	850.833.9240 x-2354	
Brown	Rosalind	Okeechobee CHD	Okeechobee CHD 1728 NW 9th Avenue Okeechobee, FL 34974	863.462.5781	
Weyel	Barbara	Osceola County SAFE KIDS/Osceola County Fire/Rescue	Osceola County Fire/Rescue 707 Sawdust Trail Kissimmee, FL 34744	407.742.6711	
Kessler	Laura	Osceola County Sheriff's Office	Osceola County Sheriff's Office Attn: Community Services 2601 East Irlo Bronson Highway Kissimmee, FL 34744	407.348.1190 x-81302	
Cafaro	Gregory	Palm Beach County School District Police Dept.	Palm Beach County School District Police Department 1481 Australian Avenue (Loading Dock) Riviera Beach, FL 33404	561.707.1721	
Headman	Tara	Palm Beach Gardens Police Department	Palm Beach Gardens Police Department 10500 N. Military Trail Palm Beach Gardens, FL 33410	561.799.4527	
Krautner	Deanna	Pasco CHD	Pasco CHD 10841 Little Road New Port Richey, FL 34654	727.861.5250 x-162	
Hall	Debbie	Pilot Club of Ft. Myers	Pilot Club of Ft. Myers 3810 Southwest 15th Place Cape Coral, FL 33914	239.633.2750	
Raymond	Donna	Pilot Club of Ft. Myers Beach	Pilot Club of Ft. Myers Beach 521 Randy Lane Ft. Myers, FL 33931		Verifying the phone number
Sharpton	Jackie	Pilot Club of Quincy	TDS Telecom 1119 East Jefferson Street Quincy, FL 32351	850.627.9369	

Hughes	Jean	Pilot Club of Panama City	Chapman Center Attn: Janice Santiago 2928 E.11th St. Panama City, FL 32401	850.271.2662	
Mikko	Claire	Pilot Club Tallahassee	Pilot Club Tallahassee 1993 Vineland Drive Tallahassee, FL 32317	850.294.1188	
Hawbaker	Linda	Polk CHD	InnerAct Alliance Attn: Lisa Jones 621 S. Florida Ave. Lakeland, FL 33801	863.519.7900 x-11055	
Slobodian	Rebecca	Putnam CHD	Putnam CHD 2801 Kennedy Street Palatka, FL 32177	386.326.3200 x-3265	
Belyeu	Jennifer	Safe Kids Broward	Safe Kids Broward 821 South Douglas Road Pembroke Pines, FL 33025	954.265.0991	
Moreno	Elizabeth	Safe Kids Lee/Collier and the Children's Hospital of Southwest Florida	The Children's Hospital of Southwest Florida 9981 South Health Park Drive Ft. Myers, FL 33908	239.343.6199	
Maynard	Bevin	SAFE KIDS of Greater Tampa	Family Support & Resource Center Attn: Terrie Bruce 1401 A East Fowler Avenue Tampa, FL 33612 (813) 615-0589, ext.0	813.615.0589 x-226	
Johns	Carrisa	Safe Kids of Orange County	Children's Safety Village of Central Florida 910 Fairvilla Road Orlando, FL 32808	407.521.4673	
Henderson	Tammy	Safe Kids Tallahassee/FL Dept. of Health/Children's Medical Services	Children's Medical Services 2390 Phillips Road (2nd Floor) Room #217 Tallahassee, FL 32303	850.487.2604 x-154	
Kantzler	Marielle	Sarasota CHD	Sarasota CHD 2200 Ringling Blvd. Sarasota, FL 34237	941.861.2997	
Marcinik	Steve	Sebastian Police Department	Sebastian Police Dept. 1201 Main Street Sebastian, FL 32958	772.589.5233 x-8576	
Kirby	Greg	Seminole County SAFE KIDS/Seminole County Public Safety	Seminole County Fire Department 203 Valentine Way Longwood, FL 32750	407.665.5127	
Kennedy	Shearer	Space Coast Pilot Club	Space Coast Pilot Club 825 Buffalo Road Titusville, FL 32796	321.383.9064	
Smith	Kim	Space Coast TPO	ADS 7715 Progressive Circle West Melbourne, FL 32904	321.690.6890	
Thompson	Lisa	St Cloud Fire Rescue	St Cloud Fire Rescue 900 Minnesota Ave. St. Cloud, FL 34769	407.957.8486	

Caswell	Ron	St Cloud Police Department	St. Cloud Police Department 4700 Neptune Road St. Cloud, FL 34769	407.891.6735	
Snure	Helga	St. Lucie CHD	St. Lucie CHD 3855 South US Highway 1 Ft. Pierce, FL 34982	772.873.4925	
Martinez	Dina	Sumter CHD	Sumter County Health Department 415 East Noble Avenue Bushnell, FL 33513	352.793.2701 x-223	
Shoemaker	Jean	Suncoast SAFE KIDS/All Children's Hospital	All Children's Hospital 501 6th Avenue South St. Petersburg, FL 33701	727.767.8581	
Ward	Mary	Suwannee CHD	Suwannee CHD 915 Nobles Ferry Road Floor 1, Room 67 Live Oak, FL 32064	386.362.2708 x-259	
Hardy	Darryl	The Gemini Foundation Inc.	The Gemini Foundation 758 Dennis Avenue Orlando, FL 32807	407.496.6450	
Bell	Peggy	Town of Cutler Bay	Town of Cutler Bay 10720 Caribbean Boulevard, Suite 105 Cutler Bay, FL 33189	305.234.4262	
Pietrangelo	Joe	Union CHD	Union CHD 495 East Main Street Lake Butler, FL 32054	386.496.3211	
Harris	Stephan	Volusia CHD/Volusia County Transportation Planning Organization	Volusia TPO 2570 W. International Speedway Blvd Ste 100 Daytona Beach, FL 32114- 8145	386.226.0422 x-34	
Parris	Steven	Volusia/Flagler SAFE KIDS/Healthy Communities	Healthy Communities 1688 West Granada Blvd., Ste 2D Ormond Beach, FL 32174	386.323.0000	
Keith	Grace	Wakulla CHD	Wakulla CHD 48 Oak Street Crawfordville, FL 32327	850.926.0400 x-215	
Tanza	Shirley "Kat" Tanza	Walton CHD	Walton CHD 362 State Highway 83 N DeFuniak Springs, FL 32433	850.892.8015 x-1159	
Gainer	Patsy	Washington CHD	Washington CHD 1338 South Boulevard Chipley, FL 32428	850.638.6240 x-148	Verifying the exact address (the location is the same, but the helmets should be delivered to the back of the building)

**ATTACHMENT IV
REQUIRED CERTIFICATIONS**

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

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

Signature of Authorized Official

Date

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

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

Signature of Authorized Official

Date

E-VERIFY REGISTRATION

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

Signature of Authorized Official

Date

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

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

ATTACHMENT V
DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

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

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

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

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

NOTE: YOU MAY USE A SEPARATE SHEET

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

1. DESIGNATIONS:

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

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

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

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

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

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

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

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

II. INSTRUCTIONS TO PRIME CONTRACTORS:

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

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

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

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The DOH, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the DOH's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that

specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.” The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

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

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

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

12. The terms of this Direct order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Direct order shall govern.
13. In accordance with Executive Order No. 11-02, all Executive agencies shall require their contractors to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the state agency.

Information about the registration is available, and registration may be completed, at http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1
For more information about E-Verify you may contact the E-Verify Customer Support, Monday through Friday, from 8 a.m. to 5 p.m. at 888-464-4218 or via email at E-Verify@dhs.gov

CFDA No.
CSFA No.

Attachment VII
STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

Client

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

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

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

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

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

C. To the Following Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

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

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

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract. To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

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

F. Indemnification

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

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

G. Insurance

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

H. Safeguarding Information

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

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into

subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

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

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

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

L. Transportation Disadvantaged

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

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

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

O. Independent Capacity of the Contractor

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

P. Sponsorship

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

Q. Final Invoice

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

R. Use of Funds for Lobbying Prohibited

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

S. Public Entity Crime and Discriminatory Vendor

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

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the

Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

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

Electronic Fund Transfer

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

Information Security

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

II. THE DEPARTMENT AGREES:

A. Contract Amount

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

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.033333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

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

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

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

B. Termination

1. Termination at Will

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

2. Termination Because of Lack of Funds

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

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any

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

4. Termination for Failure to Satisfactorily Perform Prior Agreement

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

C. Renegotiation or Modification

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

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

- | | |
|---|---|
| 1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is: | 3. The name, address, and telephone number of the contract manager for the department for this contract is: |
|---|---|

- | | |
|--|---|
| 2. The name of the contact person and street address where financial and administrative records are maintained is: | 4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is: |
|--|---|

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

E. All Terms and Conditions Included

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

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

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

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____